

MEMORANDUM OF AGREEMENT
BETWEEN THE
SAN DIEGO SUPERIOR COURT
AND THE
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 777 COURT SERVICES (CU) UNIT

June 15, 2015 - September 30, 2017

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ARTICLE 1. UNION RIGHTS

Section 1. Recognition

The San Diego Superior Court, hereafter referred to as the Court, recognizes the Laborers' International Union of North America Local 777 (LIUNA), hereafter referred to as the Union or LIUNA, as the sole and exclusive representative for purposes of negotiating with the Court within its scope of representation for all classes assigned to the Court Services (CU) Bargaining Unit (as listed on Appendix "A"). The provisions of this Agreement shall be applicable only to employees in classes in the CU Unit.

Subject to applicable statutes, the Court recognizes LIUNA as the certified exclusive representative of employees in this CU unit. The term "employee" or "employees" as used herein shall refer only to Court employees in the classifications in the CU Unit, as listed in the appendices hereto, as well as any classifications added to the CU Unit.

The Court agrees that it shall recognize LIUNA as the exclusive representative for members of this Unit within the scope of negotiations affecting wages, hours, and working conditions.

Section 2. Payroll Deduction and Union Dues

So long as the Court's payroll services are administered in conjunction with ADP WorkForce Now and eTime software, it is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted by the Court from the salary of each employee covered hereby who files with the Court a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by the Court.

Section 3. Bulletin Boards

The Court will provide bulletin board space at locations to be mutually agreed where members of the unit are assigned.

The boards shall be used for the following subjects:

- A. LIUNA recreational, social and related LIUNA news bulletins
- B. Scheduled LIUNA meetings
- C. Information concerning LIUNA elections or the results thereof
- D. LIUNA newsletters

It is the sole responsibility of LIUNA to maintain and purge any items beyond thirty days. If LIUNA fails to remove such materials, the Court reserves the right to do so.

Section 4. Mail Box

The Court will designate a LIUNA mail box at the Hall of Justice and such other locations as may be agreed for the purpose of receiving written communications.

LIUNA shall not have the right to use the Court or County mail service or any Court or County courier or internal mail service for any purpose. The Court mail box shall be used only for mail:

1. addressed to the Union or from an officer or member of Court management, or
2. addressed to an officer or member of Court management from the Union, and
3. which relates to the business with and of the Court.

The Union shall not use the County or Court mail service to correspond with a non-member, member, or Union representative unless otherwise agreed to. If the Union receives correspondence via Court or County mail service from such a source, the Union shall inform the source that the Court or County mail service cannot be used for such correspondence.

Section 5. Employee Information Listing

Upon request, to a maximum of four (4) times per fiscal year during the term of this agreement, the court shall provide LIUNA with a complete and current listing of all employees in the CU unit.

Such listings shall include employee name, job classification, work location, home address (unless the employee has opted out from providing the home address, in which case verification will be provided to the Union) and hiring date. The listings will be organized by work location.

A current copy of this MOA shall be posted on both the intranet and the internet within thirty (30) working days of ratification by both parties.

Section 6. Stewards

Purpose: The Court affirms the right and recognizes the necessity of the Union to designate employees as Stewards. It is agreed by the Court and the Union that the purpose of such Stewards is to promote an effective relationship between the Court and the Union.

A. Stewards

The Union may designate Stewards to represent employees in the processing of grievances, appeals from disciplinary actions, performance rating appeals, and other formal appeals, subject to the following rules and regulations:

1. The Union shall be entitled to the following number of Stewards to be located at the following work locations:

<u>Location</u>	<u>No. of Stewards</u>
Central	4
North County	1
Juvenile	1
East County	1
South County	1
Kearny Mesa	1

The Union shall furnish the Director of Human Resources with a written list identifying by name and assigned work areas all regular and alternate Stewards and the list shall be kept current by the Union.

2. The Union will designate as a Steward only employees who have passed an initial probation period and have been designated as permanent.
3. Alternate Stewards shall be recognized as regular Stewards only when such regular Steward is absent.
4. The Court may request to meet with the Union regarding the placement and the number of shop Stewards in the Court.

The placement and the number of Stewards may be changed by mutual agreement between the Union and the Court.

5. The Court shall not transfer nor change the work locations of a Steward with the intent of altering the appointed list of designated Union Stewards.
6. Limitation on Time Off: Stewards shall not be granted permission for time off from their work assignments for the purpose of conducting general Union business, except for conducting or assisting in scheduled Court orientations for new employees.

Section 7. Worksite Access

As permissible under the Court's facilities use policy, the Union shall also be provided, upon request, a meeting room at all work locations, to conduct meetings with represented employees during lunch periods (non-working time). All meetings will be pre-scheduled, and the request submitted in accordance with the facilities use policy. In exigent situations, the Union may contact Court HR for assistance with scheduling.

Section 8. Separate Payroll Deduction Code

The Court agrees to provide LIUNA with one (1) separate ADP payroll deduction code for insurance related deductions. Should employees have multiple insurance related deductions, LIUNA will be responsible for combining such deductions and providing the Court with a single deduction amount for each employee no later than the Tuesday immediately prior to the end of the pay period in which the amount is to be deducted. All insurance related deduction amounts will be provided in a format specified by the Court.

Section 9. Agency Shop

For the term of this MOA, all current and future bargaining unit employees shall, as a condition of continued employment, become and remain members of the Union or, in lieu thereof, shall pay a service fee to the Union in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Union for bargaining unit employees. The membership and service fee payments shall be established by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment. Failure of an employee to pay membership or service fees shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize the judicial process to compel payment.

Membership

No bargaining unit employee shall be required to join LIUNA or to make any payment for periodic dues, initiation fees or agency shop fees if the bargaining unit employee 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 sustain their obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, which is tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee. The Court shall not deduct monies earmarked for a Political Action committee or other political activities, unless such deduction is affirmatively, separately, and specifically authorized in writing by the bargaining unit employee.

Service Fees, Deductions and Dues

Subject to the provisions set forth below, the Court shall deduct Union service fees or dues, as appropriate, regularly from the wages of each employee covered hereby who files with the Court a signed written authorization requesting that such deductions be made in accordance with applicable provisions of state law. 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 bargaining unit employee.

Remittance of the aggregate amount of all dues and other proper deductions made from the wages/salaries of employees covered hereunder shall be made by the Court to the Union (to the LIUNA officer designated by the Union) within thirty (30) business days after the conclusion of the month in which said dues and service fees were deducted.

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.

Record Keeping

LIUNA shall keep an adequate record of its financial transactions and shall make the records required by Government Code sections 71632(f) and/or 71632.5(f) 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.

Rescission

This organizational security arrangement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to applicable statute.

Indemnification

LIUNA's indemnity obligation is set forth as follows: LIUNA will defend, indemnify and hold harmless the Court from all loss, claims, demands, cause(s) of action or other liabilities of any nature arising out of the application or operation of this Article 1, Section

9. Agency Shop. Upon commencement of any such legal action, LIUNA shall have the right to decide and determine whether such action shall or shall not be compromised, resisted, defended, or tried.

The Court, immediately upon receipt of notice of such legal action, shall inform LIUNA's Business Manager and Secretary Treasurer of such action. The Court shall reasonably cooperate with LIUNA in the defense of the matter.

Section 10. Union Seminar

Based upon the operational needs of the Court, and upon written request from the employee, the Court will authorize time off for up to six (6) designated Union representatives, to be released on their own time, to attend a one-day Union-recommended seminar once a year.

Section 11. Hiring and Orientation

The Union will be notified of the hiring and orientation of new members and will be given the opportunity to meet with the new members during the Department's orientation process. The Union will be notified of the hiring and orientation of new bargaining unit members at least two weeks in advance of the orientation when practical.

The Court will distribute to each new employee entering the bargaining unit the following written information together with an orientation packet that will be supplied by the Union:

"Laborers' International Union of North American (LIUNA) is your bargaining representative for your job classification concerning wages, benefits, and terms and conditions of your employment. Your wages, benefits and other terms and conditions of your employment are contained in a Memorandum of Agreement between the Court and LIUNA. If you have any questions about your Union or need a copy of the Agreement, please contact LIUNA at: 4000 10th Street Riverside, CA 92501; phone: 951-682-4590."

ARTICLE 2. TERM OF AGREEMENT

This Memorandum of Agreement is entered into by the San Diego Superior Court and Laborers' International Union of North America Local 777 as the mutual recommendation to the Judges of the San Diego Superior Court. The Memorandum of Agreement is to be in effect during the period from 8:00 a.m. following the day of ratification through 5:00 p.m. on September 30, 2017 for those employees in the representation unit referred to in Article 1, Section 1 hereof.

ARTICLE 3. MANAGEMENT RIGHTS

A. Recognition of Management Rights

It is the exclusive right of the Court to determine its mission, to set standards of services to be offered to the public, to exercise control and discretion over its organization and operations, to direct its employees, to determine the methods, means and personnel by which Court operations are to be conducted, and to determine the merits, necessity or organization of any service or activity provided by law or executive order. In addition, the Court retains all the authority and rights conferred on it by law, Rules of Court or other legal source, except to the extent that such authority is explicitly waived by the express terms of this agreement. The Court's exercise of its management rights hereunder shall not be subject to appeal or meeting and conferring, provided, however, that the exercise of such rights does not preclude recognized employee organizations from appealing or meeting and conferring regarding the practical consequences or impacts that Court decisions have on wages, hours and other terms and conditions of employment.

B. Court Rules

Unless otherwise specified in this MOA, the Court's Personnel Rules, Personnel Guidelines, payroll policies, governance documents, or any other rules or regulations implemented by the Court ("Court Rules") govern all Court policies and procedures. The parties recognize the authority of the Court to issue and revise Court Rules from time to time. Court Rules shall be fully effective and enforceable except where inconsistent with any provisions of this MOA, in which case this MOA will control. The Union shall be given advance notice of new or revised Court Rules that affect the working conditions of employees covered by this MOA prior to implementation and will meet and confer with the Union.

ARTICLE 4. NONDISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate or not join and not participate in the activities of LIUNA and all other rights in California Government Code Section 71631. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights. The provisions of this Memorandum of Agreement shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, marital status, medical condition, ancestry, or disability status.

ARTICLE 5. WAGES

The provisions of this article shall be subject to the approval of the Court. Further, the provisions of this article shall be for the purposes of computing compensation only.

Section 1. Wages

Employees in the CU Unit will receive an 8% (eight percent) wage increase on the pay period following ratification; and a 2% (two percent) pay increase on the first full pay period in July, 2016.

One-time payment in Fiscal Year 2014-2015

Employees who have paid service in the last pay period of Fiscal Year 2014-2015, shall be entitled to a one-time bonus payment of \$750 (seven hundred and fifty dollars), which shall be received by the employees in that last pay period of Fiscal Year 2014-2015.

Section 2. Hours of Work

This Section is intended to define a work day and work period to comply with applicable State and/or Federal laws governing overtime and/or other wage and hour matters only and shall not be construed as a guarantee of hours of work per day, per week, or of days or of work period.

A. **Work Day**

The standard work day shall be eight (8) consecutive hours of work exclusive of a lunch period in a consecutive twenty-four (24) hour day.

B. **Work Period**

The standard work periods shall be as follows:

1. For FLSA-covered classes, the standard work period is seven (7) consecutive days within which is included two (2) consecutive days of rest in a seven (7) consecutive day period. This work period shall be forty (40) hours, except as provided herein.
2. For FLSA-exempt classes, the standard work period is fourteen (14) consecutive days within which is included four (4) days of rest (two (2) instances of two (2) consecutive days rest each) in a fourteen (14) consecutive day period. This work period shall be eighty (80) hours.

These standard work periods shall apply to both full-time and part-time employees.

C. Break Times

Break times for employees during the workday are permitted and encouraged as workload and Court operations permit. It is the policy to provide not more than 15 minutes in mid-morning and 15 minutes in the mid-afternoon. This time may not be combined and used to increase the lunch period or shorten the eight hour work day. In addition, this time may not be accumulated for use beyond each workday.

Section 3. Overtime Work and Compensation

A. This Section is intended only to provide the basis for the calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per pay period.

B. Full-time and permanent part-time employees' overtime is authorized or ordered work, actually worked by an employee, which is in excess of the full work period, as defined in Article 5 of this Agreement. No full-time or part-time employee will be paid overtime unless he/she actually works more than the total number of hours in the full (40, 80 or more) work period as defined hereinabove.

C. Computation of Overtime

Computation of Overtime shall be based on the employee's regular rate of pay. This regular rate shall include the base rate for the employee's classification plus all differentials or bonus rates to which the employee would be entitled for the overtime work performed.

D. Exclusion of Leave From Hours Actually Worked

Notwithstanding any other policy, practice, rule, regulation or Memorandum of Agreement provision (except Section 4, Call-Back Work) to the contrary, any absence including, but not limited to sick leave, disability leave, bereavement leave, vacation, holiday, jury duty, reporting for draft board, compensatory time off or release time granted by the appointing authority for an employee to engage in lawful employee organization activity, or unpaid work furlough or any other paid or unpaid time off which may be infrequent, sporadic or unpredictable, shall not be counted as hours actually worked during a work period when establishing eligibility for any type of overtime compensation for employees in classes in the CU Unit.

E. Overtime Compensation

Compensation is defined as either cash payment or compensatory time off, or a combination of cash payment and compensatory time off, in accordance with the overtime codes established for the employee's class. Employees may choose either cash or compensatory time for overtime compensation. Employees shall have their overtime hours computed as follows:

Code "F" (FLSA Covered)	Employees covered by FLSA are eligible for overtime at time and one-half cash or compensatory time off.
All employees	All employees are eligible for a minimum of three (3) hours call back overtime at time and one-half cash or compensatory time off (4.5 hours).

Appendix "A" of this Agreement sets forth the overtime codes for each.

F. Accrual of Compensatory Time Off

When an employee in the CU Unit is allowed to accumulate compensatory time off, such accrual shall be limited to a maximum of 180 hours at the beginning of a biweekly pay period. Balances which exceed 180 hours will automatically be reduced to 180 hours. Employees will be given the opportunity to take off accumulated compensatory time before exceeding 180 hours or having their accumulation paid down to the 180 hour cap.

All unused FLSA compensatory time will be paid off in the event of death of the employee.

Section 4. Call-Back Work

A. Call-back work for compensation purposes is work required of an employee in the CU Unit who, following completion of the employee's work day and departure from the employee's work site, is ordered to report back to duty to perform necessary work. To qualify for this call back compensation, an employee must leave the place from which the employee is called and actually report to a work site. Changes in a shift or work schedule when at least 15 hours advance notice is given shall not constitute call-back work.

An employee in the CU Unit who is called back, as defined above, shall receive a minimum of three hours time at either time and one-half pay or compensatory time at time and one-half.

Paid leave shall not affect compensation for hours actually worked in excess of three hours and not a part of a regular work shift for covered or exempt

employees called back during a work period. Actual work performed in excess of three hours and not part of a regular work shift shall be compensated as overtime in the same manner such employees (covered or exempt) receive scheduled overtime compensation.

- B. An employee in the CU Unit who is contacted during his/her off duty hours and required to perform services without leaving the place of contact, shall receive compensation for such time worked in the same manner such employees receive scheduled overtime compensation. To be eligible for such compensation, employees in the CU Unit must be authorized and ordered to perform such services.
- C. Call-back shall also include an order to appear before a court where an employee in the CU Unit is appearing in connection with his/her regular duties and not his/her regular shift.

Section 5. Non-routine Shift Change Compensation

Where employees are scheduled in advance for a specific shift and specific days off for any biweekly pay period and it becomes necessary to change such a shift or day off to meet operational needs or cover for unscheduled absences, an employee whose schedule is changed with less than 14 calendar days' notice shall receive a \$30 (thirty dollars) premium in addition to the prescribed biweekly salary for such employee's classification. This in no way affects an employee's right to the call back or overtime provisions of this Memorandum of Agreement

Section 6. Temporary Assignment Compensation

The Executive Officer of the Superior Court may approve a temporary advancement of a qualified employee assigned to perform the duties of a class which is compensated at a rate higher than such employee's class when such position is temporarily vacant or the incumbent is absent. The assignment must be for two (2) weeks or more but not over twenty-six (26) weeks, unless extended by the Executive Officer. Employees on temporary assignments after two (2) weeks will be compensated from the first day of the assignment. When an employee is assigned to an approved temporary advancement status, he/she will remain in his/her current class but shall be paid a bonus rate, which shall be the difference between the rate of compensation of his/her current class and that of the temporarily vacant class.

At the conclusion of such assignment, the rate shall return to the normal rate for the employee's current class. An employee who is temporarily assigned to the duties of a higher class and who terminates or is terminated from Court service during such assignment, shall be paid terminal benefits at the rate appropriate to such employee's current class.

Section 7. Bilingual Premium Compensation

The bilingual premium rate for employee use of bilingual skills is \$50.00 biweekly; \$0.625 per hour for 80 hours of paid service per biweekly pay period - thereafter, the FLSA regular rate for overtime pay shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills, must be certified by the Court to possess bilingual skills and must use his/her bilingual skills in the course of his/her assigned duties conversing or interpreting in a second language other than English as needed. If the Court removes a bilingual premium from an individual without any associated changes in position, duties or assignments, the Court will make reasonable efforts to notify the Union prior to such changes being implemented.

For purposes of terminal pay, bilingual premium shall not be computed in the employee's base wage rate.

Section 8. Holiday Compensation

A. Compensation for Holidays Worked

1. For working a holiday, employees working in a class designated to receive cash payment for overtime at one and one-half times their hourly rate, or in a class eligible to receive overtime premium compensation, shall earn, for each hour of the holiday worked, compensatory time off equivalent to the number of hours actually worked but not to exceed 1/10th the number of hours in that employee's normal biweekly pay period. In addition, such employees shall receive cash compensation at one-half time rate for the number of hours compensatory time off was earned.
2. For working on a holiday, those employees in a class not designated pursuant to paragraph (1) shall earn compensatory time off equivalent to the number of hours actually worked but not to exceed 1/10th the number of hours in that employees normal biweekly pay period.

B. Holiday Occurring on a Scheduled Day Off

Except for holidays occurring on a Saturday or Sunday, if a holiday falls on an employee's regularly scheduled day off, the employee will receive the equivalent of one-tenth (1/10th) the number of regularly scheduled hours in the employee's biweekly pay period.

ARTICLE 6. PAID LEAVES

Section 1. Vacation

A. Availability of Credit and Minimum Unit

Vacation credits shall become available for use on the first day of the first pay period following the pay period in which they were earned. Vacation credit shall be accrued and used in tenths of hours.

1. No vacation credits shall be eligible for terminal payment until the employee has completed a minimum of one year (12 months) of continuous paid service in his/her current employment.

B. Rate of Earnings

Biweekly rate employees with the following amounts of continuous service shall earn vacation credits at the following rate for each hour of paid service so long as they continuously remain in a biweekly pay status and in the Court service:

YEARS OF CONTINUOUS SERVICE CU Unit Employees	RATE	APPROXIMATE ANNUAL AMOUNT (for full-time work)
Less than five	5.769%	120 hours/15 days
Five or more	8.075%	168 hours/21 days

C. Change in Earnings Rate

A change in the rate of vacation earned by an eligible employee shall be made only at the beginning of the pay period following the employee's eligibility for the different rate.

D. Return to Duty Following Layoff or Disability Retirement

When a regular employee returns to duty within three (3) years of layoff or disability retirement, continuous service immediately prior to separation because of layoff or disability retirement shall be included when determining continuous service to establish the vacation earning rate, and the date of commencement of work prior to such separation shall be the date used in establishing the vacation and earning rate of such employee.

E. Holidays During Vacation

Paid holidays immediately preceding, immediately following, or wholly within the vacation period shall not be charged as vacation, except that when the eligible employee is paid the monetary value of vacation credits, or granted

pre-retirement terminal vacation, such paid holidays shall be charged as vacation.

F. Accumulation

1. Maximum Accumulation

All benefited employees may accumulate vacation credits without limit except that sufficient vacation credits must be used so that on the first day of the seventh payroll period each fiscal year, the employee's vacation credit accumulations do not exceed two times the annualized vacation earnings rate of the employee for the sixth pay period of said fiscal years.

2. Maximum Required Usage

No employee earning 7.692% or less of an hour of vacation credit for each hour of paid service shall be required to use more than two hundred forty (240) hours of vacation time in the twenty-six (26) pay periods prior to payroll seven. Employees earning more than 7.692% of an hour of vacation credit for each hour of paid service shall not be required to use more than two hundred eighty (280) hours of vacation time in the 26 pay periods prior to payroll seven.

3. Notification of Required Usage

The Executive Officer shall notify employees of the amount of vacation required to be used to conform to this Section and provide employees the opportunity to take the required vacation. The time and scheduling of such opportunity shall be determined in accordance with subsection 11.2.2 of the Personnel Rules.

4. Removal of Excess Credits

Employees who have been given an opportunity to take the required amount of vacation and who refuse to take the vacation required by (1) and (2) above, shall have removed from their accumulation, during the seventh pay period of each fiscal year, the amount of vacation credit required to conform to this section.

5. Retention of Excess Credits

If the needs of the Court prevent the immediate supervisor from providing the employee with the opportunity to take the vacation credit required, or for other good cause or extraordinary circumstances, the Executive Officer may certify the retention of all or a portion of the vacation credit for a specified period of time.

G. Payoff of Unused Vacation

An eligible employee separating from Court service, whether voluntarily or involuntarily, or ceasing to earn vacation credit due to changing from a biweekly to other pay rate, shall be paid the monetary value of all available vacation credit, including credit earned during the pay period in which the change of status occurs. The monetary value shall be computed on the basis of the employee's rate of pay at the time of separation or change of status, and shall not include any increase in pay which would have occurred had the vacation been granted, nor shall it include payment for any holiday. Notwithstanding the above, an eligible employee retiring from Court service may be granted pre-retirement vacation in lieu of being paid its monetary value.

Section 2. Sick Leave

A. Definition

Sick leave is paid time off which may be used when an employee is absent from duty because of:

1. The employee's illness, serious health condition, injury or exposure to contagious disease which incapacitates the employee for work;
2. The employee's receipt of medical or dental care/treatment (including preventative care) or consultation including prenatal and postnatal care, which is not available except during working hours;
3. Diagnosis, care or treatment of an existing health condition of, or preventative medical/dental care of an employee's immediate family member. For purposes of this section, "immediate family member" means the employee's spouse, registered domestic partner as defined by California Family Code section 297, child (biological, adopted, stepchild, foster child, legal ward or a child to whom the employee stands in loco parentis) brother, stepbrother, sister, stepsister, parent, stepparent, legal guardian, grandparent, grandchild, any person serving as a parent of or who has served as a parent of the employee, any other person living in the same household as the employee, and any parent, foster parent, stepparent or legal guardian of the employee's spouse or registered domestic partner;
4. Necessity to be present because of a critical or terminal illness of an immediate family member;
5. Need to discharge the required obligations that arise from the death of an immediate family member; or

6. The employee is a victim of domestic violence, sexual assault or stalking, and needs leave (a) to obtain or attempt to obtain relief, including but not limited to a restraining order or injunctive relief, to help ensure the safety and welfare of the employee or his/her child; (b) to seek medical attention for the employee's injuries caused by domestic violence, sexual assault or stalking; (c) to obtain services from a domestic violence shelter, program or rape crisis center as a result of being a victim of domestic violence, sexual assault or stalking; (d) to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or (e) to participate in safety planning and other actions to increase safety from future domestic violence, sexual assault or stalking.

B. Eligibility

Employees in Court service may earn sick leave credits if they are paid at a biweekly rate and have paid service in the pay period equal to at least one-half of the employee's full work period as defined below;

1. Forty-Hour Work Week

The standard work period for employees in classes with overtime designator "N", shall consist of forty (40) hours in a seven consecutive day work week.

2. For all other classes, the standard work period shall consist of eighty (80) working hours in each biweekly pay period.

C. Accumulation

Sick leave credit shall be earned at the rate of five (5) percent of the employee's paid service during the pay period. The sick leave shall be credited in units of one-tenth of an hour. For full-time work, the approximate annual accrual is 104 hours or 13 days.

D. Request

All requests for sick leave shall set forth such information as the Executive Officer may require. Requests for five (5) or more days sick leave shall be accompanied by a health care provider's verification or other evidence satisfactory to the Executive Officer which demonstrates the employee's incapacity to return to work or necessity to be absent. Employees may, however, be required to present such verification for absences of less than five (5) days if requested by the Executive Officer or designee. Requests because of the death of a member of the employee's immediate family will not require such verification.

E. Medical Absences

Medical absences must be reported to the immediate supervisor prior to, or immediately following, the scheduled start time for work as prescribed by the Executive Officer.

F. Use

1. Availability of Credits

Sick leave credit shall be available for use on the first day of the pay period following the pay period in which it was earned, and not before. No sick leave shall be granted in excess of the employee's credits.

2. Minimum Unit

Sick leave credits may be used in one-tenth (1/10) of hour increments.

3. Holidays During Sick Leave

Paid holidays for which the employee is eligible and which are immediately preceding, immediately following or wholly within the period for which sick leave is granted, shall not be regarded as part of the period of sick leave.

4. Illness Occurring During Vacation

An employee who becomes incapacitated for work due to illness or injury for more than three (3) consecutive calendar days while on paid vacation may substitute sick leave credits for vacation provided the request for sick leave substitution is accompanied by a doctor's statement, or other evidence satisfactory to the Executive Officer or designee, which verifies the incapacity.

5. Incapacitation Caused by Pregnancy

An employee who is incapacitated for work because of pregnancy may be granted sick leave upon presentation of satisfactory evidence from a physician verifying the incapacity. See the Court's Personnel Rules for more information concerning pregnancy disability and pregnancy disability leave.

6. Combination with Bereavement Leave

A maximum of two (2) days sick leave may be combined with bereavement leave for a single absence arising from the death of a member of the employee's immediate family.

G. Payoff of Unused Sick Leave

An employee who entered County or Court service prior to July 1, 1979, and having attained ten (10) years continuous service in present employment, retires, voluntarily terminates, dies, is laid off, is elected to County office, or ceases to earn sick leave credit due to changing from a biweekly to other pay rate is eligible for cash payment and credit toward retirement for employee's unused sick leave credits subject to the rules and regulations of the San Diego County Employees' Retirement Association. See the Superior Court Payroll Rules for method of computation.

H. Cancellation and Restoration of Unpaid Sick Leave Credits.

See the Superior Court Payroll Rules. Restoration of unpaid, accrued sick leave credits shall be reinstated in compliance with California Labor Code section 246, and any amendments thereto.

I. Conversion of Sick Leave Credits to Retirement Service Credit

Incumbents in the CU unit may, upon retirement, deferred retirement, disability retirement from Court service, or death, convert all or a portion of an eligible employee's sick leave balance into retirement service credits subject to the rules and regulations of the San Diego County Employees' Retirement Association provided that:

1. The employee has completed five (5) years of continuous service during that employee's present employment; and
2. The employee's sick leave balance totals one hundred (100) hours or more.

Section 3. Bereavement Leave

For bi-weekly rate employees, bereavement leave will be granted for up to three (3) work days when needed because of the death of a member of an employee's immediate family as defined below. An employee shall also be entitled to use two (2) days of sick leave as bereavement leave.

Immediate Family:

Immediate family of the employee, for purposes of bereavement leave, includes husband, wife, domestic partner as defined by California Family Code Section 297, immediate family of a registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any person serving or who has served as parent, or any other person living in the same household as the employee.

Section 4. Catastrophic Leave Program

Court employees may donate vacation credits and/or up to 40 hours of sick leave per fiscal year for use by another Court employee who, due to catastrophic illness or injury, has exhausted paid leave and is subsequently facing financial hardship.

Transfers of vacation or sick leave credits shall be allowed between employees of different divisions and departments in accordance with the policies approved by the receiving employee's appointing authority subject to the following conditions:

- A. Subject to verification, the employee requesting catastrophic leave is required to be absent from work due to injury or prolonged personal illness or that of the employee's spouse, domestic partner (a domestic partner listed on an "Affidavit for Enrollment of Domestic Partners" or a state "Certificate of Registered Domestic Partnership" submitted to employee benefits), child or parent.
- B. The employee has nearly exhausted or exhausted all paid leave, including sick leave, vacation and compensatory time off.
- C. Both the employee(s) transferring vacation credits to and the employee receiving the credits have received the approval of their appointing authorities.

Minimum Transfer Amount

Each employee choosing to transfer vacation or sick credits to another employee must transfer a minimum of four (4) hours and whole hour increments thereafter. Transferred credits are irrevocable.

Maximum Accumulation

The total credits received by an employee shall not exceed 520 hours (65 days) without the expressed approval of the Executive Officer.

Request

Requests for the transfer of vacation or sick leave credits for catastrophic leave shall be made on the prescribed form and must be signed by the transferring employee(s), the receiving employee and their respective appointing authorities.

Section 5. Court Holidays

A. The following days have been designated as holidays for Superior Court employees:

1. New Year's Day
2. Dr. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving
9. Day After Thanksgiving
10. Christmas Day

If a holiday falls on a Sunday, the following Monday shall be observed as the holiday, and if a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Floating Holiday Bucket

In lieu of the Lincoln's Birthday, Cesar Chavez and Columbus Day holidays, all employees who have paid service in the second payroll period of the fiscal year shall be entitled to 3/10 (three-tenths of) the employee's regularly scheduled biweekly hours, not to exceed thirty-two (32) hours of floating holiday time.

This time may be taken beginning in the third payroll period of the fiscal year at a time agreeable to both employee and his/her supervisor and manager.

An employee may accumulate a maximum balance of twenty-four (24) hours of floating holiday time. Once the maximum accrual balance is reached, no additional floating holiday time will accrue until the balance is reduced below the maximum.

These holidays are not subject to terminal leave pay.

B. Birthday Holiday

Employees of the Superior Court shall be entitled to their birthday off as a holiday, except that if the needs of the Court require that the employee work, the

employee shall be credited with compensatory time off equivalent to one-tenth (1/10) the number of regularly scheduled hours in that employee's normal biweekly pay period, not to exceed eight (8) hours of compensatory time off. A birthday occurring on Saturday shall be taken the preceding Friday and a birthday occurring on a Sunday shall be taken on the following Monday; except that if the needs of the Court require that the employee work, the employee, with the approval of his/her supervisor and manager, shall have the choice of another day on which to observe the employee's birthday. A birthday occurring during paid leave status or on a normally scheduled day off or paid holiday to which the employee is entitled shall be taken off on a regularly scheduled workday mutually agreeable between the Employee and his/her supervisor and manager.

ARTICLE 7. UNPAID LEAVES

Section 1. Family Medical Leave

A. Definition

Family Medical Leave is leave without pay, which may be granted to an eligible employee based on certain qualifying reasons. Family Medical Leave (FML) shall be in accordance with the Federal Family and Medical Leave Act (FMLA) of 1993, along with federal regulations promulgated pursuant to the FMLA, and the California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL), as amended.

B. Eligibility

Family Medical Leave and CFRA leave shall apply to all employees who have been employed by the Court for at least 12 months of continuous service and for at least 1250 hours during the 12 month period immediately preceding the commencement of leave. The 12 month period shall be measured forward from the date the employee's first FML begins. Following FML, the employee is entitled to return to the same or an equivalent job upon return from leave, as provided by law. However, should the employee exhaust FML and continue some other form of unpaid leave, he/she may not be entitled to return to his/her previous position. Employees disabled by pregnancy may be eligible for PDL which will be administered in accordance with the law.

C. Conditions

1. The employee shall give notice to the Court of the need for FML by completing the required forms. Unless the employee expressly declines in writing, the Court may designate FMLA and/or CFRA leave on behalf of the employee when the Court has reasonable belief of a qualifying reason for the leave.

2. FML shall be coordinated with Court paid leave and unpaid leave provisions. The employee is required to substitute accrued vacation or other applicable paid leave in lieu of unpaid leave if the employee is eligible for the paid leave according to the paid leave provisions provided in this MOA.

Such paid leave usage will be counted against the employee's FML duration entitlement.

In the event the leave is for disability due to pregnancy, the employee will be eligible for pregnancy disability leave which will run concurrently with leave available under the FMLA; and the employee may elect to, but is not required to, use accrued paid vacation in order to receive pay during the leave.

3. The Court will continue to make its regular contributions towards insurance premiums for up to 12 weeks of FML in order to maintain insurance benefits, and will continue to make its regular contributions towards insurance premiums of employees disabled by pregnancy as required by law. The employee will be required to pay his/her share of regular insurance premium payments during FML and/or pregnancy disability leave. These payments may be made by check or money order to the Court HR Benefits Division twice monthly, or the employee may make the premium payments in advance. In the event the employee does not make the premium payments, the Court will recover these payments from the employee automatically via payroll deduction upon his/her return to work.
4. The employee shall be liable for the payment of health insurance premiums paid by the Court during FML if the employee does not return to work for at least 30 days after taking FML, or as otherwise provided by law.

ARTICLE 8. ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1. Private Mileage and Use of Court Cars

A. Private Mileage

1. Certification

Certification determines whether an employee is eligible to drive on Court business or not. The Executive Officer of the Superior Court may authorize an eligible employee, either to receive reimbursement at the rate

in Section 2 below for miles driven on Court business in the employee's private vehicle; or to drive a Court car on Court business. Re-certification confirms whether an employee is eligible to drive on Court business or not.

2. Rate of Reimbursement

The Executive Officer of the Superior Court shall authorize an eligible employee, to receive reimbursement at the Internal Revenue Service (IRS) reimbursement rate for mileage for miles driven on Court business within the County in the employee's personal vehicle. In the event that the IRS increases the mileage reimbursement rate, the mileage rate will be adjusted to equal the new IRS rate as soon as practical. Reimbursement for mileage for trips outside the County of San Diego will be paid at the rate prescribed by the Judicial Council.

B. Use of Court Cars/Vehicles

1. Certification.

See Section 1, Subsection A.1.

2. The Executive Officer of the Superior Court may require an employee to use a Court vehicle when the employee drives on Court business. Court vehicles shall not be used for personal business.

C. Changes

In reassigning an employee from a private vehicle to a Court vehicle or vice versa, the Executive Officer of the Superior Court may consider the needs of the employee as well as the efficiency and economy of Court operations.

Section 2. Transportation Reimbursement

A. Parking

This Section does not guarantee the provision of free parking spaces for employees. Court parking lots, where available, will have the spaces contained therein designated in the following priority:

1. Disabled
2. Public
3. Car pools
4. Court-owned vehicles
5. Official Court business - transient
6. Employees

Employees who participate in Car pools (2 or more persons per vehicle, 4 days per week minimum) shall be entitled to preferential parking spaces, when available.

B. Transportation Reimbursement for Certain Downtown Locations and Bus Pass Reimbursement

The Court shall reimburse all employees paid on a biweekly basis except those on "hourly" or "special rate" pay basis for costs incurred in traveling to and from work as follows:

1. Up to one hundred thirty dollars (\$130) reimbursement per month for each eligible employee who purchases a San Diego Metropolitan Transit Development Board "Ready Pass" (which includes trolley usage) or County Transit System bus pass, or North County Transit District "Coaster Plus Pass" or "Coaster 10-Tip Ticket", or similar monthly pass. Employees are eligible to participate in the Transit Pass Program after the first day of the month following their date of hire. An employee will not be reimbursed for any amount in excess of the actual cost of the pass;
2. Up to one hundred thirty dollars (\$130) reimbursement per month for each eligible employee who incurs expense as a participant in the Court Ride-Sharing Program; or
3. Up to one hundred thirty dollars (\$130) reimbursement per month for parking expenses for each eligible employee whose regular work location is one of the following:
 - Any Court facility that does not offer free employee parking.

Eligibility for 1, 2 and 3 above is subject to certification by the Court that the employee has incurred an expense for the purchase of a transit pass, as a participant in the Court Ride-Sharing Program, or for downtown parking. An employee will not be reimbursed for any amount in excess of the actual costs of 1, 2 and 3 above or for any expense greater than one hundred thirty dollars (\$130).

ARTICLE 9. RETIREMENT AND GROUP INSURANCE

Section 1. Retirement

- A. Retirement benefits are provided and administered in accordance with the San Diego County Employees Retirement Association rules and regulations.

Employees in regular positions in the CU unit are “General” members of the San Diego County Employees Retirement System.

The Court shall pay the rate prescribed for employer contributions into the General Retirement Fund for the applicable retirement benefit program in accordance with the San Diego County Employees Retirement Association rules and regulations governing such employer contributions. Notwithstanding the foregoing, the employer and employee contribution rates are subject to annual San Diego County Employees Retirement Association actuarial reviews and establishment of rates.

B. Employee's Contribution

Effective the beginning of the first full pay period following ratification of this agreement, each employee shall pay, via payroll deduction, the amount prescribed by the rate established for that employee's contribution for the General benefit into the appropriate fund, in accordance with the rules and regulations governing such employee contributions.

Upon termination, employees shall have no vested right in the amount of any retirement funds contributed by the Court on their behalf.

- C. Any employee in the CU unit who reaches his/her 30-year retirement credit before or during the second pay period of the fiscal year shall receive a one-time lump sum payment of \$1,000.00 (one thousand dollars) in lieu of the Court's contribution.

Section 2. Insurance/Flexible Benefit Plan

Employees employed on a full-time (80-hour biweekly) basis shall be eligible for insurance benefits. Employees employed on a part-time basis who are regularly scheduled to work one-half time or more (40 hours or more in an 80-hour biweekly pay period) shall be eligible for insurance benefits, but the Court contribution to such benefits will be pro-rated based upon the number of hours the employee is regularly scheduled to work.

A. Flexible Benefits Plan

A flexible benefits plan is a cafeteria-style benefits program wherein the Court will make a contribution for each eligible employee. The plan is administered in accordance with Section 125 of the Internal Revenue Code. The Court contribution is to be designated by the employee for distribution among the benefit options listed below. The plan features pre-tax contributions for premiums for all plans except Supplemental Life Insurance and domestic partner coverage as well as pre-tax contributions by the employee for deposit into Flexible

Spending Accounts for reimbursement of qualified medical and/or dependent day care expenses.

1. Required Benefits

All eligible employees will be required to have the following minimum benefits for the employee:

- Health insurance (unless properly waived)
- Basic life and AD&D insurance

Exception to Required Coverage

Employees who submit satisfactory "Proof of Health Insurance Coverage" may elect not to be covered by the Court's health insurance plans. This election may only be made during the Court's open enrollment period or during the year as the result of qualifying "change in status" as defined by Section 125 of the Internal Revenue Code. A Court employee married to another eligible Court employee may enroll in different medical plans but only one employee may cover the children. A Court employee may not elect duplicate coverage under their spouse's plan.

2. Optional Benefits

Eligible employees may designate optional benefits to which the balance of the Court's contribution and employee contributions may be applied after enrolling in the coverage designated in paragraph A.1 above. These optional benefits are governed by and administered in accordance with the terms and conditions of the agreement between the Court and the insurer.

3. Court Contributions

Insurance premium costs shall be borne by the employee excepting that the Court shall make the following contributions per month for full time employees towards the Flexible Benefits Plan (which include health insurance). The employee's insurance premium costs will be reduced by the amount the employee elects to distribute to his or her insurance premium costs from the Court's contribution towards the Flexible Benefits Plan. Court contributions to the Flexible Benefits Plan on behalf of eligible employees are made on a twice-monthly basis. In months where there are three paydays, no contribution will be made on the third payday. Contributions for part time employees who are regularly scheduled to work one-half time or more (40 hours or more in an 80-hour biweekly pay period) shall be pro-rated based on the number of hours the employee is regularly scheduled to work, according to the part time agreement

between the Court and the employee. Additional hours worked shall not be eligible to be considered when computing the pro-rated contribution. Court contributions shall be in the amounts established below for each eligible full time employee:

Effective January 1, 2015	Monthly
Employee Only	\$462.00
Employee + 1 Dependent	\$687.00
Employee + 2 or More Dependents	\$984.00

Effective the beginning of the new benefit plan years in 2016 and 2017, the Court shall increase the Court's contribution by six percent (6%) of the prior year's Flexible Benefit Plan contributions as defined above.

4. **Effective Dates of Eligibility under the Flexible Benefits Plan.** The effective date of eligibility under the Flexible Benefits Plan for new employees shall be the first day following the month of hire provided that the employee has completed the online enrollment and/or returned all enrollment forms within the month of hire. If completed forms and/or online enrollment is not received and completed by the end of the month of hire, benefits will be effective the first day of the month following receipt of completed forms and/or online enrollment. Online enrollment must be completed, and all forms must be received in Human Resources within thirty (30) days of hire in order for benefits to commence. Eligibility shall terminate on the last day of the month in which an employee last had paid service provided that the employee's portion of the health insurance premium is paid for such period.

5. **Domestic Partner**

An employee may elect to cover a Registered Domestic Partner or non-registered domestic partner under the Court's health, dental or vision plans. To cover a Registered Domestic Partner, the employee must submit a copy of the State Registration Certificate to Human Resources. To cover a non-registered domestic partner or the non-registered domestic partner's dependent(s), the employee must meet and agree to the specifications set forth on an "Affidavit for Enrollment of Domestic Partners." The employee must submit the affidavit to Human Resources.

ARTICLE 10. PERSONNEL PRACTICES

Section 1. Personnel Files

An employee shall have the right to inspect and review, at reasonable intervals, the contents of his or her official personnel file. If an employee is required to travel to the location where the records are stored, the inspection must be during work hours and the employee will be provided reasonable paid release time from work to do so.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or court management regarding his or her performance or conduct if such statement is to be placed in his/her personnel file. The employee has the right to acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor may note his/her refusal on the copy to be filed along with the supervisor's signature.

With the written permission of the employee, an authorized representative may inspect, at reasonable intervals, the employee's official personnel file.

Section 2. Employment Policy, Promotion and Selection Procedures

It is the policy of the San Diego Superior Court to recruit and employ qualified and potentially successful candidates; to employ persons of good moral character with a reputation for honesty and trustworthiness; and to ensure equal employment opportunity for all qualified candidates without regard to race, color, sex, religious creed, national origin, ancestry, age, disability, medical condition, marital status, sexual orientation or any other protected category under the California Fair Employment and Housing Act and/or Title VII of the Civil Rights Act. Examinations conducted in the selection process shall be job related in order to determine the ability of applicants to perform the duties of the job classification.

Announcements of positions and application procedures shall be posted or emailed in all Court facilities as necessary before the final application closing date and distributed as necessary to provide an adequate pool of qualified applicants. The announcement shall contain all pertinent information as determined by the Executive Officer, including the nature of the examination to be conducted and the examination method(s) to be used. Any element of the application procedures may be waived by the Executive Officer at any time to meet the needs of the Court.

Any employee who is an unsuccessful candidate in any Court selection procedure may consult with his/her immediate supervisor, Department manager, or Human Resources Department about what the employee might do, if anything, to try to compete more

successfully in the future. The discussion about what might be done in the future is not subject to the complaint procedure.

Section 3. Staff Development and Training

The Court recognizes the value and need for orientation and training of new employees and for continuing employee training to develop and enhance the knowledge and skills needed for successful job performance, career development and changing work assignment demands. Employees are required to complete a defined number of training hours bi-annually in accordance with the requirements set forth by the Administrative Office of the Courts.

Employees may request attendance at training classes during regular working hours on Court time in accordance with the following conditions:

- A. The training is related to the job currently held by the employee.
- B. Attendance at the training sessions will not interfere with or negatively impact Court operations, i.e., there is sufficient coverage to allow for employee's absence from the job for the duration of the training sessions.
- C. Requests to attend training are submitted within a reasonable period of time prior to attendance to ensure appropriate review, coverage scheduling and approval processing.
- D. Approval is received from the employee's immediate supervisor and manager prior to the training. In approving or denying a request for training, the immediate supervisor and manager may consider the employee's work performance, current workload and attendance.

Payment for training which is directly related to the employee's current job may be authorized subject to fiscal constraints and written approval by the employee's supervisor/manager and the Executive Officer prior to registration.

To encourage and support employee interest and participation in continuing education, the Court shall provide notice of available training to its employees and tuition reimbursement may be provided to employees for job-related courses taken at an accredited college or University in accordance with the provisions set forth in the Court's Tuition Reimbursement Program.

Section 4. Safety

The Court and the Union agree that safe working conditions are the responsibility of each employee, supervisor and manager. Each employee has the responsibility to immediately report an unsafe working condition to his/her supervisor. The supervisor has the responsibility to investigate a report that a working condition is unsafe. The

following procedures shall apply to identification and reporting of unsafe working conditions:

- A. An employee who believes that an unsafe working condition exists shall immediately report the condition verbally to the supervisor and submit a written report to the supervisor (within 48 hours).
- B. The supervisor shall investigate to determine if an unsafe working condition exists or seek an opinion from qualified personnel in the Court/County whether an unsafe working condition exists.
- C. If it is determined that an unsafe working condition exists, the most feasible corrective action shall be initiated as soon as possible in accordance with available resources.
- D. If the supervisor fails to respond or refuses to investigate the matter, the employee may call the Director of Human Resources. In addition, the employee may submit a written complaint in accordance with the Superior Court Personnel Rules.

Section 5. Labor/Management Committee

At the request of either party, Management and Union representatives will schedule a meeting once each quarter for the purpose of facilitating an open dialogue and the sharing of information of mutual interest. The party requesting such meeting will provide the other with a list of subjects to be discussed at least ten (10) days in advance of the meeting. Such meetings shall not preclude periodic informal meetings mutually agreed upon between the parties, and shall be without prejudice to the rights of either party to meet and confer on matters within the scope of representation.

Section 6. Grievance Procedure

The following grievance procedure is established by the Superior Court and shall be followed in resolving grievances filed by employees of the Court or by the Union. The purposes and objectives of the procedures are:

- 1. Assure fair and equitable treatment of all employees and promote harmonious relations among employees and management. Specifically, the grievance procedure is intended to assure a grieving employee the right to present a grievance without fear of disciplinary action or reprisal. The Court is committed to resolving employee grievances in a fair, just and equitable manner.
- 2. Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances.

3. Resolve complaints quickly, and correct, if possible, the cause of any future similar complaints.
4. Whenever possible, grievances will be processed during the regularly scheduled working hours of the parties involved.
5. Any grievance that involves an alleged misinterpretation, misapplication or other dispute concerning the meaning of a provision of this MOA shall be brought only by LIUNA.

A. Definitions

1. "Grievance" - A grievance is defined as an allegation by an employee, a group of employees or Union that the Court has failed to provide a condition of employment which is established by a Court Policy or Procedure Manual, Memorandum of Agreement (MOA), or written rule or regulation which comes under the control of the Executive Officer. A grievance may also be brought by the Union concerning a dispute with the Court concerning the meaning or interpretation of any provision of this MOA or an alleged misapplication of the MOA. This grievance procedure shall not apply to matters:
 - a. Concerning disciplinary action, allegations of discrimination, harassment, including sexual harassment, and the selection and promotion policy;
 - b. Concerning transfer or assignment of employees;
 - c. Concerning Performance Reports (covered under separate provisions as described in Chapter 7 of the Personnel Rules); or
 - d. Concerning merit pay adjustment decisions made in accordance with the performance-based compensation plan for unrepresented classes.
2. "Reviewable Grievances" - To be reviewable under this procedure, a grievance must:
 - a. Concern matters, conditions, incidents or omissions that have occurred;
 - b. Arise out of a specific situation, act or acts, or omissions; and
 - c. Specify the relief sought.
3. "Employee" – Any employee in the CU unit.

4. "Immediate Supervisor" – The individual who assigns, directs and evaluates the work of the employee submitting the grievance or who is the subject of the grievance.
5. "LIUNA Representative" - An individual who appears with or on behalf of an employee

B. Stale Grievance

A grievance shall be void unless filed in writing within thirty (30) calendar days from the date upon which the Court is alleged to have failed to provide a condition of employment which has been established by a Court Policy or Procedure Manual, MOA, or written rule or regulation which comes under the control of the Executive Officer, or within thirty (30) calendar days from the time an employee or Union might reasonably have expected to have learned of the alleged failure; or within thirty (30) calendar days from the time the Union became aware or might reasonably have been expected to learn of the alleged dispute concerning the meaning or interpretation of the MOA. The time may be extended or the time limit waived by the Executive Officer for good cause.

C. Grievance Procedures

The following procedures shall apply to: (1) a grievance filed by an employee or group of employees or by LIUNA on behalf of an employee or group of employees that the Court has failed to provide a condition of employment which is established by a Court Policy or Procedure Manual, Memorandum of Agreement (MOA), or written rule or regulation which comes under the control of the Executive Officer; and (2) a grievance filed by LIUNA concerning a dispute with the Court regarding the interpretation or meaning of any provision of the MOA or alleged misapplication of a term of the MOA.

1. Informal Discussion with the Employee's Supervisor or Designated Party

a. Grievance by Employee

Before proceeding to the formal grievance procedure, employees are strongly encouraged to discuss the grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. The supervisor has five (5) working days to respond orally to the employee(s) with a decision.

If the Court determines the supervisor is not the appropriate level of review for the informal discussion, the Executive Officer shall designate an appropriate party to meet with the employee(s). Once

this is determined, the employee(s) shall be notified about whom he/she should contact for the informal discussion.

Employees are strongly encouraged to use the informal discussion process on a one-to-one basis with the immediate supervisor, to resolve matters at the earliest possible stage. Only the union has the ability to file a formal grievance under step 2 below.

b. Union-Initiated Grievance

A Union-initiated grievance concerning a dispute with the Court regarding the interpretation or meaning of any provision of the MOA or alleged misapplication of a term of the MOA shall be filed with the Director of Human Resources on an agreed upon grievance form that shall identify the date of the alleged incidents giving rise to the dispute relating to the interpretation or meaning of the MOA and the factual basis for the grievance. The Director of Human Resources shall consult with the Executive Officer who shall designate an appropriate party to meet with the Union. The designated party shall meet with the Union, and shall have ten (10) working days thereafter to provide a written response to the Union. If the Union is dissatisfied with the Court's designated party's response to the grievance, the Union shall have seven working days from the Court's designated party's response to submit an appeal to the Executive Officer as provided in paragraph 5 below.

2. Formal Written Grievance to Employee's Supervisor or Designated Party

If the employee(s) and the immediate supervisor or other designated party cannot work out a satisfactory solution, the Union may then choose to formally pursue the grievance.

LIUNA shall present the written grievance to the employee's immediate supervisor or the designated party within seven (7) working days after a response from the supervisor or designated party in the informal step above or, when LIUNA proceeds to this step first, the grievance must be submitted within the time set forth in Paragraph B above. The Grievance must be submitted on the agreed upon Grievance form and shall specify the dates, times, places, persons, and other facts necessary to arrive at a clear understanding of the matter being grieved, including the provision of the Court's rules, policies, or MOA alleged to have been violated. The immediate supervisor or designated party shall return a copy of the written grievance to LIUNA, with his/her answer in writing within seven (7) working days after receipt of the written grievance. If the grievance is not resolved at this level, LIUNA shall have seven (7) working days from receipt of the answer within which to file appeal to the next level.

3. Grievance to Manager or Next Higher Level

The Manager or next higher level shall have seven (7) working days in which to review and answer the grievance in writing after receipt. Although no meeting is required at this level, the employee(s) and their LIUNA representative may be present at and participate in any such meeting that the Manager or next higher level may choose to conduct. If the grievance is not resolved at this level, LIUNA shall have seven (7) working days from receipt of the written answer within which to file a written appeal to the Executive Officer.

4. Waiver of Appeal Steps

If the grievance is not resolved after the immediate supervisor or designated party has answered it in writing, the grievant and the Executive Officer or the Executive Officer's designee, may by mutual agreement waive review of the grievance at the Manager or higher level and proceed to present the grievance to the Executive Officer.

5. Grievance to Executive Officer

Within five (5) days of receipt of the written appeal by the Union, the Executive Officer shall assign a Review Officer to review the grievance.

6. Duty of the Review Officer

The Review Officer shall hear and consider evidence submitted by the parties. Within 30 working days of such hearing, the Review Officer shall prepare a summary of facts and a recommendation for disposition of the grievance, in consultation with the Court's Human Resources and Legal Services Departments, and submit it to the Executive Officer. The time limit at this level may be extended by mutual agreement of the Review Officer and LIUNA.

7. Final Executive Officer's Decision

The Executive Officer shall review the Review Officer's findings and recommendation for disposition of the grievance, and render a decision within ten (10) working days. The Executive Officer's decision is final. The Union shall be provided a copy of the Review Officer's report and notified of the Executive Officer's decision in writing.

Section 7. Discipline Policy

Policy Statement

It is the policy of the San Diego Superior Court that, for non-probationary CU unit employees, discipline up to and including termination shall be “For Cause” and in accordance with the provisions of this policy. “For Cause” is a fair and honest cause or reason, regulated by good faith.

The existence of a “for cause” policy shall not be construed to provide, either explicitly or implicitly, a civil cause of action for breach of contract, either implied or expressed. Moreover, the procedure for any employee seeking a remedy who believes the Court has not complied with this employment protection system or who challenges a disciplinary decision shall be to first exhaust available administrative remedies set forth in this Section.

Covered Employees

All non-probationary CU unit employees.

Covered Disciplinary Action

A. The following formal disciplinary actions may be taken against an employee by an Executive Team member in accordance with the provisions of this policy for one or more of the causes for discipline specified below, or for any other reason for cause:

- Removal;
- Demotion (reduction in rank or pay); or
- Suspension without pay or the equivalent reduction in pay.

These actions constitute formal discipline for which cause is required for employees serving in “for cause” positions.

B. The following preliminary or informal disciplinary action shall not require cause and shall not be subject to appeal:

Preliminary Discipline

1. Counseling
2. Oral Warning
3. Oral Reprimand

4. Written Reprimand
5. Any transfer or reassignment, so long as there is no reduction in base pay.

It is not the intent of the court to transfer employees between branch locations for disciplinary reasons.

Verbal or written reprimands shall not be subject to appeal. However, the employee may provide a written response and the response shall be placed in the employee's personnel file.

Causes for Disciplinary Action

Causes for disciplinary action against any employee shall include, but shall not be limited to, the following listed causes; disciplinary action may be taken for any other reason for cause:

1. Incompetency.
2. Inefficiency.
3. Insubordination.
4. Dishonesty.
5. Being under the influence of alcohol and/or drugs during work hours.
6. Falsifying or making a material omission on an court document (e.g. time card, court records).
7. Disclosure of confidential information.
8. Discourteous or rude treatment of the public and/or of other employees.
9. Making any false statement and/or attempt to practice deception or fraud in connection with a Superior Court examination or in securing employment.
10. Tardiness.
11. Conviction of a felony.
12. Any conduct unbecoming an officer or employee of the Court.

13. Theft of Court property or unauthorized use and/or possession of Court property, including supplies and equipment.
14. Possessing or bringing firearms, weapons or hazardous or dangerous devices onto Court property.
15. Absence without leave, contrary to the rules of the Court, or failure to report after leave of absence has expired.
16. Violation of any of the provisions of the Personnel Rules.
17. Improper use of sick leave privileges.
18. Unsatisfactory job performance.
19. Misconduct.
20. Any other act that is incompatible with or harmful to the public service.
21. Engaging in business or accepting outside employment, while an employee of the Superior Court, which is inconsistent, incompatible or in conflict with or inimical to assigned duties as a Superior Court employee.
22. Failure to maintain standards, licenses, qualifications or training required for a specific position.
23. Discrimination, including harassment or other violation of the Court's non-harassment policy.
24. Obstruction of the Court's statutory or constitutional function.
25. Any other reason "for cause."

Notice of Proposed Action

- A. Before an Executive Team member issues a written order of disciplinary action which suspends, demotes (reduction in rank or pay) or removes an employee pursuant to this policy, the pre-removable safeguards to the extent required by *Skelly v. State Personnel Board* (1975) 15 Cal. 3d 194 shall be followed. These pre-removal safeguards must include:
 1. notice of the proposed action;
 2. the reason therefore;
 3. a copy of the charges;

4. an opportunity to examine any materials upon which the action is based; and
 5. the right to respond, either orally or in writing, to the charges before a Skelly Officer. The Skelly Officer shall have the authority to modify, rescind or sustain the proposed discipline.
- B. Except as otherwise provided, an employee against whom disciplinary action of suspension, demotion or removal is proposed is entitled to remain in active status during the notice period. In the event the Executive Team member or designee determines that it is appropriate, the Executive Team member or designee may place the employee on leave or temporarily transfer the employee.
- If the employee cannot be found at the employee's place of work or residence for notification of proposed discipline, the Executive Team member or designee may thereafter proceed to impose discipline in the matter otherwise required by these rules.
- C. If after notice, the Executive Team member or designees decides not to discipline the employee, the employee shall be so notified in writing following the decision.

Written Order of Disciplinary Action

The Executive Team member shall cause to be served on the employee, either personally or by sending a notice to the employee's last known address, a written order stating the specific disciplinary action and the factual grounds therefore. It shall be the responsibility of the employee to advise the Human Resources Office of the Court of his or her current address. Service on the last address provided by the employee shall be deemed adequate.

Employee Appeal of Disciplinary Action

An employee may appeal in writing to the Executive Officer a written order imposing formal discipline of removal, suspension or demotion within ten (10) calendar days of service of said order. Except as specified herein, appeals of other matters shall be conducted in accordance with the provisions of the Memorandum of Agreement and the Personnel Rules.

The appeal shall contain information identifying:

1. The aggrieved;
2. The specific grounds upon which the appeal is based;

3. The provision(s) of this MOA or Court Rule, if any, alleged to have been violated, improperly interpreted, applied, or misapplied; and
4. The corrective action desired.

The Executive Officer or designee shall, within twenty (20) working days, investigate the matter and convey a decision to the aggrieved in writing with copies to the Union and the LIUNA representative of the employee.

If the employee is not satisfied with the written decision, or if the employee has not received a response within the twenty working day limit set forth above, the Union may request that the appeal be referred to an impartial arbitrator. The request for arbitration shall be directed in writing to the Executive Officer and must be made within fifteen (15) working days of receipt by the Union of the Executive Officer's decision or the expiration of the twenty day period, whichever is sooner. A pre-arbitration meeting shall be held at the request of either party, at which the grievant may be accompanied by a LIUNA representative.

If no request for arbitration is made within the foregoing time periods, the decision of the Executive Officer shall be final and binding. If the Executive Officer fails to respond in writing and the Union fails to timely request arbitration, the decision of the Court Manager issuing the discipline shall be final and binding. In either case, a failure to timely request arbitration shall be deemed a waiver of the right to arbitration.

Arbitration

No appeal shall be arbitrated without the written concurrence of the Union. Within forty-five calendar days of the receipt of the request for arbitration, the Court and the Union shall select an arbitrator. The arbitrator shall be selected by mutual agreement or by striking from a list of five arbitrators obtained from the Federal or State Mediation and Conciliation Service. The arbitrator must have experience in labor management and employment matters.

Conduct of Hearing

1. Whenever a hearing on any disciplinary action is to be held, the Executive Officer shall notify the employee requesting the hearing of the date, time and place of the hearing.
2. The hearing shall be recorded by a court reporter and the transcript, along with the finding of fact and conclusions of the hearing officer, shall constitute the record of the proceeding.

3. The employee requesting the hearing and the Executive Officer or designee shall both be entitled to appear personally at the hearing, to produce evidence and to have counsel at the hearing. The strict rules of evidence shall not apply. Hearsay is admissible, but cannot be the sole basis for making a finding of fact.
4. The employee requesting the hearing shall not be required to appear at the hearing; provided, however, that in any event the Court shall have the right to call as a witness the employee requesting the hearing.
5. The employee requesting the hearing may be represented by any person. The representative selected shall not adversely affect the hearing or any other hearing.
6. Unless otherwise mutually agreed upon by the employee and the Court's representative, during the hearing, any and all witnesses to be called by either the employee or Court shall be excluded from the hearing room unless actually testifying. Provided, that both the employee and the Court may designate a person who shall not be subject to the exclusion herein, who has investigated the matter at issue in the hearing and whose assistance during the hearing is necessary to the efficient conduct of the hearing.
7. The hearing shall proceed generally as follows:
 - a. The Court's representative and the affected employee may make preliminary opening statements.
 - b. The Court's representative shall present oral and/or documentary evidence in support of the Court's position: the affected employee may cross-examine any witness called by the Court
 - c. The affected employee may present evidence on employee's own behalf; the Court's representative may cross-examine such witnesses as are called by the affected employee.
 - d. Both the Court and the affected employee may subpoena witnesses and present rebuttal evidence as they deem necessary and appropriate. The hearing officer shall have the authority to issue subpoenas for attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided in California Code of Civil Procedure section 1282.6

- e. The hearing officer shall rule on any objections made to the admissibility of evidence or otherwise relating to the conduct of the hearing. Such rulings shall be final.
- f. The Court's representative and the affected employee may make closing statements or submit a written brief.

Costs of Hearing

Costs incurred for the hearing officer and stenographer costs, will be divided equally and paid by the Court and the appealing party. If a written transcript of the record is requested, the stenographic costs will be paid by the party requesting the written transcript.

Hearing Officer's Decision

Upon the conclusion of any investigation or hearing, the hearing officer shall issue a written decision which shall be final and binding.

ARTICLE 11. PAYCHECK ERRORS

In the event that a paycheck error occurs, the parties agree that the Court's Payroll Supervisor will work with affected employee(s) and ADP to facilitate correction of the error.

ARTICLE 12. CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the Court enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the CU bargaining unit or if a law requires the transfer of functions now being performed by employees in this bargaining unit to another public or private agency, prior to implementing such agreement the Court will advise the Union of such event, and if requested, will meet and confer on the impact of such matters as they affect wages, hours, terms and conditions of employment, to the extent such matters are within the Court's authority to determine.

ARTICLE 13. LAYOFF PROCEDURES

Employees Hired Before December 12, 2014:

For employees in the CU bargaining unit who were hired by the Court prior to December 12, 2014, layoff will be based on the Court seniority date comprising Court and county service and the procedures shall be as described below.

Employees Hired December 12, 2014 or later:

For employees in the CU bargaining unit who were hired by the Court on or after December 12, 2014, layoff will be based on the Court seniority date comprising Court-only service and the procedures shall be as described below.

Layoff Procedure:

The Court will utilize a reverse seniority based layoff procedure, using the affected employee's continuous service date to establish seniority, and the layoff will occur separately within each affected classification.

The Executive Officer at his/her discretion may permit an employee who is subject to layoff to demote to a lower class in lieu of a layoff providing the demotion does not cause the layoff of another employee in the lower class.

The Court agrees to explore other avenues such as job sharing, attrition, hiring freezes, or program cuts in lieu of a layoff.

Policy Statement

Due to organizational necessity, the Executive Officer may determine that a reduction in work force is necessary for any of the following reasons:

1. Lack of funds;
2. Lack of work;
3. Reduction in program; or
4. Reorganization or consolidation.

The Executive Officer may establish a layoff list by classification/position within a program or function of the Court in accordance with this rule. The Executive Officer shall identify the program or function that is subject to a reduction in work force.

Reemployment of Employees Laid Off

Any employee who has been laid off and subsequently reemployed pursuant to Chapter 3, section 3.16.1 (b)(4), shall regain his/her original continuous service date, which shall count for purposes of vacation accrual rate and step increase. In addition, the employee's sick leave balance (except for that portion for which the employee was paid cash at the time of layoff) and compensatory time balance accrued as of layoff shall be reinstated.

Voluntary Layoff

When the Executive Officer has determined a layoff in a specific class is necessary, an employee in that class may volunteer to be laid off regardless of the employee's layoff rating. An employee who is voluntarily laid off will retain the same rights as any other employee who is laid off.

Demotion in Lieu of Layoff

The Executive Officer at his/her discretion may permit an employee to demote to a lower class providing such demotion does not cause the layoff of an employee with a higher layoff rating.

Mandatory Unpaid Furlough

Notwithstanding any provision in this MOU or elsewhere to the contrary, including but not limited to Article 5, "Wages", the Executive Officer at his/her discretion may implement a mandatory unpaid furlough in lieu of, or in addition to, the layoff procedure. The details, duration and specific dates of the furlough will be as determined by the Executive Officer.

Prior to implementing unpaid furlough(s) in lieu of layoffs, the Court shall meet with the Union and provide the following:

- The reason for the savings being sought by a layoff/furlough.
- The savings being sought by the layoff/furlough and why a layoff is not a viable option.
- In the event a furlough(s) is exercised by the Court, the specifics of how the furlough will occur.

Notice of Layoff and/or Unpaid Furlough

The Executive Officer will provide a 72-hour notice to the Union prior to notifying affected employees. The Executive Officer will provide a thirty (30) calendar days' notice to an employee determined to be laid off or ten (10) calendar days' notice prior to the initial commencement of a period of unpaid furlough days.

Grievance

The Executive Officer's determination that a layoff or mandatory furlough is necessary, and his/her discretion in determining the details and duration, shall not be subject to the grievance procedure in this Memorandum of Agreement (Article 10, Section 6) or any other appeal.

ARTICLE 14. CONSULTATION ABOUT RULES

- A. Management agrees to inform and meet and confer with the Union upon request regarding any change in Rules affecting wages, hours, or terms and conditions of employment, except as provided in Section 71634 (a) through (d) of the Trial Court Employment Protection and Governance Act . Management will make a reasonable effort to notify and consult the Union upon request prior to implementation of any other changes to rules in accordance with Section 71634.1 of the Trial Court Employment Protection and Governance Act.
- B. Management shall distribute to the Union as soon as practicable a signed Memorandum of Agreement and a current copy of the Court's Personnel Rules.

ARTICLE 15. AGREEMENT, MODIFICATION, WAIVER

- A. This Memorandum sets forth the full and entire agreement of the Court and the Union regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between the Court and the Union, whether formal or informal, are hereby superseded or terminated in their entirety.
- B. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the Court and the Union hereto unless made and executed in writing by the Court and the Union hereto and, if required, approved and implemented by a majority of the Judges of the San Diego Superior Court.
- C. The waiver of any breach, term or condition of this Memorandum by either the Court or the Union shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 16. SEVERABILITY

If any provision of this agreement becomes illegal or unenforceable because of any applicable interpretation of State or Federal laws or regulations, then such provision will be unenforceable and the remainder of the agreement will not be affected thereby.

ARTICLE 17. PROVISIONS OF LAW

This Memorandum is subject to all current and future applicable Federal, State and local laws or regulations.

If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal, State or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memorandum shall not be affected thereby.

ARTICLE 18. NO STRIKE/LOCKOUT POLICY

During the term of this MOA, the Union, its officers, agents, representatives, stewards and members, and all other employees shall not, in any way, directly or indirectly, engage in any strike, sympathy strike, slowdown, work stoppage, picketing, or any other interference or interruption of work at any of the Court's operations. The Court agrees that it will not lock out employees.

Any employee engaging in activity prohibited by this Article, or engaging in an unlawful work stoppage, shall be subject to disciplinary action, up to and including discharge.

ARTICLE 19. WAIVER OF RIGHT TO MEET AND CONFER

During the term of this agreement, Union agrees that it waives whatever right it might have to propose any change in wages, hours, terms and conditions of employment. Nothing herein will preclude the Union from meeting and conferring on any matter outside the agreement, which affects wages, hours, terms and conditions of employment, which the Court proposes to change during the term of this agreement.

ARTICLE 20. RENEGOTIATIONS

In the event the Union desires to meet and confer in good faith on the provisions of a successor memorandum, it shall serve upon the Court its written request to commence meeting and conferring in good faith for such successor memorandum. Negotiations shall begin at a time mutually agreeable to the parties.

ARTICLE 21. COMPLETE AGREEMENT

This agreement sets forth the full and entire agreement of the Court and the Union reflecting the matters set forth herein and any other prior or existing understanding or agreement between the Court and the Union, whether formal or informal, are hereby superseded or terminated in their entirety.

ARTICLE 22. IMPLEMENTATION

This Memorandum of Understanding constitutes the recommendation to be submitted to the Court. It is agreed that this Memorandum of Agreement shall not be binding upon the parties unless and until approved by the Court and the Union.

IT IS SO AGREED.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO

Dated: 8-10-15

By: 
MICHAEL RODDY

Dated: 8/5/15

By: 
LYN BELL

Dated: 8/5/15

By: 
TERRI BREWTON

Dated: 8/5/15

By: 
STEPHEN CASCIOPPO

Dated: 8/5/15

By: 
STEPHANIE CVITKOVICH

Dated: 8/5/15

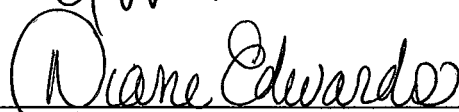
By: 
KRISTEN MATTERN

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 777
COURT SERVICES (CU) UNIT

Dated: 8-22-2015

By: 
JENNIFER WOZNIAK

Dated: 8/22/15

By: 
DIANE EDWARDS

Dated: 8/22/15

By: 
DANIEL TAPIA

Dated: 09-09-15

By: 
CANDY CHEELY

Dated: 8-22-2015

By: 
JAMES H. BEMIS, JR.

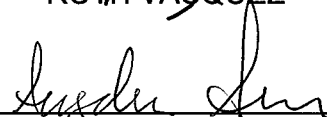
Dated: _____

By: _____
MARK A. JONES

Dated: 8-22-15

By: 
RUTH VASQUEZ

Dated: 8-22-15

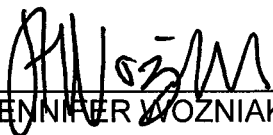
By: 
ANGELINA ALBANESE

**SIDE LETTER AGREEMENT
BETWEEN LIUNA AND
SAN DIEGO COUNTY SUPERIOR COURT**

During the first six (6) months of this Memorandum of Agreement (effective June 15, 2015 through September 30, 2017), the Union and Labor Relations shall jointly hold a training discussion session related to MOA changes. The training will be made available for up to nine (9) Stewards to attend, as well as supervisors and managers of the Court.

ON BEHALF OF LIUNA:

Date: 8/5/15



JENNIFER WOZNIAK

ON BEHALF OF THE COURT:

Date: 8/5/15



LYN BELL

SIDE LETTER
COURT'S PROPOSAL September 17, 2015

Section 2. Insurance Benefits/Flexible Benefit Plan

Employees employed on a full-time (80-hour biweekly) basis shall be eligible for certain Court-offered insurance benefits. Employees employed on a part-time basis who are regularly scheduled to work one-half time or more (40 hours or more in an 80-hour biweekly pay period) shall be eligible for certain Court-offered insurance benefits, but the court's contribution to such benefits will be pro-rated based upon the number of hours the employee is regularly scheduled to work.

A. Flexible Benefits Plan

~~A flexible benefits plan is a cafeteria style benefits program wherein the Court will make a contribution for each eligible employee. The plan is administered in accordance with Section 125 of the Internal Revenue Code. The Court contribution is to be designated by the employee for distribution among the benefit options listed below. The plan features pre-tax contributions for premiums for all plans except Supplemental Life Insurance and domestic partner coverage as well as pre-tax contributions by the employee for deposit into Flexible Spending Accounts for reimbursement of qualified medical and/or dependent day care expenses.~~

A.1. Required Benefits

All eligible employees will be required to have medical insurance unless properly waived. ~~the following minimum benefits for the employee:~~

- ~~• Health insurance (unless properly waived)~~
- ~~• Basic life and AD&D insurance~~

Exception to Required Coverage

~~Employees who submit satisfactory "Proof of Health Insurance Coverage" may elect not to be covered by the Court's health insurance plans. This election may only be made by properly waiving coverage during the Court's open enrollment period or during the year as the result of qualifying "change in status" as defined by Section 125 of the Internal Revenue Code. A Court employee married to another eligible Court employee may enroll in different medical health (medical, vision and dental) plans but only one employee may cover the children. A Court employee may not elect duplicate coverage under their spouse's plan.~~

B.2. Optional Benefits

Eligible employees may designate optional benefits available under the plan to which to allocate the flex credit contributions defined below by the Court.~~the balance of the Court's contribution and employee contributions may be applied after enrolling in the coverage designated in (a) above.~~ These optional benefits are governed by and administered in accordance with the terms and conditions of the agreement between the Court and the insurer and/or the plan and its applicable legal requirements.

C.3.—Court Contributions

Form:

For plan year 2015, the Court will make flex credit contributions for use by eligible employees as defined further below. Effective plan year 2016, the Court shall provide a Medical Premium Subsidy to all employees participating in a Court-offered medical benefit plan which will be applied to reduce the employee's monthly premium cost for the selected medical plan, and shall provide to all employees a flex credit contribution which the employee can use toward medical premium costs of Court-offered plans and/or optional benefits. These are the sole amounts which the court will contribute towards the insurance premium costs.

~~Insurance premium costs shall be borne by the employee excepting that the Court shall make the following contributions per month for full-time employees towards the Flexible Benefits Plan (which include health insurance). The employee's insurance premium costs will be reduced by the amount the employee elects to distribute to his or her insurance premium costs from the Court's contribution towards the Flexible Benefits Plan.~~

~~Court contributions to the Flexible Benefits Plan on behalf of eligible employees are made on a twice-monthly basis. In months where there are three paydays, no contribution will be made on the third payday. Contributions—~~The flex credits, provided below, shall be pro-rated for part time employees [employees who work less than 80 hours in a biweekly pay period who are regularly scheduled to work one-half time or more (40 hours or more in an 80-hour biweekly pay period)] shall be pro-rated based on the number of hours the employee is regularly scheduled to work, according to this Memorandum of Agreement or the part time agreement between the Court and the employee. Additional hours worked shall not be eligible to be considered when computing the pro-rated contribution. The Medical Premium Subsidy, provided below, is not pro-rated for part time employees, but the part-time employee must satisfy the eligibility requirements to receive the Medical Premium Subsidy.

For Plan Year 2015: Court contributions shall be in the amounts established below for each eligible full time employee:

Form:

Effective January 1, 2015	Monthly
Employee Only	\$462.00
Employee + 1 Dependent	\$687.00
Employee + 2 or More Dependents	\$984.00

For Plan Year 2016:

The above flex credit contributions will terminate and instead the following Medical Premium Subsidies, when applicable, and Flex Credits will be contributed by the Court for Eligible Employees Working 80 Hours in a Biweekly Pay Period:

<u>Enrollment Level</u>	<u>Monthly Medical Premium Subsidy</u>	<u>Monthly Flex Credit Allowance</u>	<u>Total Court Contribution (Monthly)</u>
<u>Waive Coverage</u>	<u>N/A</u>	<u>\$346.63</u>	<u>\$346.63</u>
<u>Employee Only</u>	<u>\$217.87</u>	<u>\$346.63</u>	<u>\$564.50</u>
<u>Employee + One</u>	<u>\$217.87</u>	<u>\$609.63</u>	<u>\$827.50</u>
<u>Employee + Family</u>	<u>\$217.87</u>	<u>\$937.63</u>	<u>\$1,155.50</u>

Form:

Form:

Effective the beginning of the new benefit plan years in 2016 and 2017, the Court shall increase the total Court's contribution by six percent (6%) of the prior year's Flexible Benefit Plan total court contributions to the Employee Only, Employee + One and Employee + Family amounts as defined above. This total amount will continue to be split between a Medical Premium Subsidy (of an amount to be determined by the Court, in compliance with applicable policy/legislation), and a Flex Credit Allowance (comprising the remainder of the increased total court contribution). Employees who waive coverage will receive the Employee Only Flex Credit allowance.

D. 4.—Effective Dates of Eligibility Under the Flexible Benefits Plan For Flex Credits and/or Medical Premium Subsidy. The effective date of eligibility under the Flexible Benefits Plan for the Flex Credit and/or Medical Premium Subsidy, when applicable, for new employees shall be the first day following the month of hire provided that the employee has completed the online enrollment and/or returned all enrollment forms within the month of hire. If completed forms and/or online enrollment is are not received and completed by the end of the month of hire, benefits will be effective the first day of the month following receipt of completed forms and/or online enrollment. Online enrollment must be completed, and all forms must be received in Human Resources within thirty (30) days of hire in order for benefits to commence. Benefits will then commence on the first of the month following receipt by the Court's Human Resources Office. Employees who

Form:

fail to complete the enrollment process or properly waive medical coverage will be automatically enrolled in a Court-offered medical plan. Employees can only change such coverage in accordance with the plan requirements. Eligibility shall terminate on the last day of the month in which an employee last had paid service provided that the employee's portion of the health insurance premium is paid for such period.

Cafeteria Plan

All eligible employees regardless of enrollment level in the medical benefit plans offered by the Court may participate in the cafeteria plan established by the Court and may allocate flex credits contributed by the Court toward any of the following:

- a. Medical premiums (if the employee is enrolled in a Court-offered medical plan)
- b. Dental/vision premiums of Court-offered plan
- c. Court-offered Supplemental life insurance premiums
- d. Court-offered Supplemental Accidental Death and Dismemberment (AD&D) premiums
- e. Spending Accounts/Savings Accounts as applicable that may be offered under the plan
- f. Cash (which is taxable income to the employee)

The above options are subject to modification and/or elimination by the Court for Plan Year 2017 based upon consideration of legal requirements and/or limitations, including but not limited to affordability requirements under the Affordable Care Act, and non-discrimination testing limitations. The Court shall provide the Union with 60 day's notice of any such modification/elimination and provide it the opportunity to meet and confer upon request by the Union.

5. Domestic Partner Coverage

An employee may elect to cover a Registered Domestic Partner or Non-registered domestic partner under the Court's health, dental or vision plans. To cover a Registered Domestic Partner, the employee must submit a copy of the State Registration Certificate to Human Resources. To cover a Non-registered domestic partner or the non-registered domestic partner's dependent(s), the employee must meet and agree to the specifications set forth on an "Affidavit for Enrollment of Domestic Partners." The employee must submit the affidavit to Human Resources.

Life Insurance

The Court provides basic Life Insurance for each eligible employee and for each eligible dependent and basic Accidental Death & Dismemberment Insurance for each eligible employee.

Formi

Formi

A. Nozinski

LBell

On Behalf of LIUNA

On Behalf of the Court

Date: 17 SEPTEMBER 2015

Date: 9/17/15

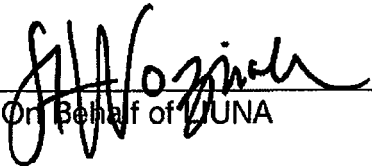
**SIDE LETTER AGREEMENT
BETWEEN LIUNA AND
SAN DIEGO COUNTY SUPERIOR COURT**

Questions have arisen relating to the collection of service fees under Article 1, section 9 of the Memorandum of Agreement. The parties have met and conferred and have agreed to continue the following procedure for the collection of service fees consistent with the Trial Court Employment Protection and Governance Act and the past practice of the Court with respect to these employees:

For those employees who do not submit or have not submitted a written authorization electing to pay either dues or appropriate service fees by payroll deductions, the Court shall deduct regularly from the wages of each such employee the service fees, in the amount the Union provides to the Court, unless the employee satisfies the conscientious objection procedures provided in Article 1, section 9 of the Memorandum of Agreement. The Court shall remit such amounts to LIUNA as provided in Article 1, Section 9.

This procedure is hereby incorporated in Article 1, Section 9 of the Memorandum of Agreement, replaces any procedure therein inconsistent with this procedure, and is otherwise subject to the remaining terms therein, including Indemnification.

Date: 4 OCTOBER 2015


On Behalf of LIUNA

Date: 4 OCTOBER 2015


On Behalf of the Court

SIDE LETTER
COURT'S PROPOSAL December 10, 2015

1. Amend Appendix Two as follows to provide that the 2% pay increase originally scheduled for July, 2016, be provided six months earlier, in January, 2016.

SALARIES FOR EMPLOYEES IN THE CU UNIT
Effective First Full Pay Period of JanuaryJuly, 2016

2. Eliminate the Voluntary Time Off "VTO" pay code entirely.


The VTO pay code is not contained in the MOA, but is contained in Section 11.4.6 of the Court Personnel Rules.

Any employee who already has pre-approved VTO at the time of signing this agreement will still be permitted to use VTO for those pre-approved dates.



On Behalf of LICUA

Date: 12/10/2015



On Behalf of the Court

Date: 12/10/2015