

MEMORANDUM OF UNDERSTANDING

SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AND

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

MARCH 14, 2006 – SEPTEMBER 14, 2009

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

PREAMBLE

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

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

TABLE OF CONTENTS

<u>SECTION</u>		<u>Page No</u>
	PREAMBLE	2
	TABLE OF CONTENTS	3
	DEFINITIONS	7
ARTICLE I	TERM	9
ARTICLE II	RECOGNITION	9
ARTICLE III	FULL UNDERSTANDING, MODIFICATION AND WAIVER	9
ARTICLE IV	WORKWEEK, OVERTIME AND PREMIUM COMPENSATION	11
Section 1.	Workweek	11
Section 2.	Overtime	11
Section 3.	Shift Differential Compensation	12
Section 4.	Bilingual Compensation	12
ARTICLE V	PAY PRACTICES	14
Section 1.	Step Advance	14
Section 2.	New Employees	14
Section 3.	Re-employment	15
Section 4.	Promotion	15
Section 5.	Transfer	16
Section 6.	Demotion	16
Section 7.	Reclassification	16
Section 8.	Temporary Promotion	17
Section 9.	Conformance to Plan	17
ARTICLE VI	GENERAL PERSONNEL PROVISIONS	17
Section 1.	Probation	17
Section 2.	Employment of Relatives	18
Section 3.	Retirement	18
Section 4.	Merit System/Veterans Preference	19
ARTICLE VII	VACATION/SICK and ANNUAL LEAVE PROGRAM PROVISIONS	19
Section 1.	Vacation/Sick Leave and Annual Leave Programs	19
Section 2.	Sick Leave Program Provisions	19
Section 3.	Vacation Program Provisions	20
Section 4.	Annual Leave Program	21
Section 5.	Annual Leave Program Provisions	21
Section 6.	Annual Leave Usage	22

Section 7.	Sick Leave and Unscheduled Annual Leave Usage	23
Section 8.	Proof of Illness for Sick Leave and Unscheduled Annual Leave	23
Section 9.	Pay Out for Unused Annual Leave	24
ARTICLE VIII	MISCELLANEOUS LEAVE PROVISIONS	24
Section 1.	Bereavement Leave	24
Section 2.	Fitness for Duty	24
Section 3.	Leave of Absence	24
Section 4.	Military Leave	25
Section 5.	Jury Duty	25
Section 6.	Witness Appearance	26
Section 7.	Air Pollution Emergency	26
Section 8.	Abandonment/Automatic Resignation	26
ARTICLE IX	BENEFIT PROGRAM	26
Section 1.	Flexible Benefit Programs	26
Section 2.	Deferred Compensation	29
Section 3.	Life Insurance	29
Section 4.	Short Term Disability	29
ARTICLE X	REIMBURSEMENT PROGRAMS	29
Section 1.	Lodging, Meals, and Miscellaneous Costs	29
Section 2.	Mileage Reimbursement	29
ARTICLE XI	DRESS CODE	30
ARTICLE XII	HOLIDAYS	31
Section 1.	Paid Holidays	31
ARTICLE XIII	GRIEVANCE PROCEDURE	33
Section 1.	Discussion of Request or Complaint	33
Section 2.	Grievance Definition	33
Section 3.	Freedom from Reprisal	33
Section 4.	Employee Representation/Union Rights	33
Section 5.	Grievance Petition Form	34
Section 6.	Filing Grievance Petition	34
Section 7.	Consolidation	34
Section 8.	Resolution	34
Section 9.	Withdrawal	34
Section 10.	Time Limits	34
Section 11.	Resubmission	34
Section 12.	Extension of Time	35
Section 13.	Grievance Procedure and Steps	35
Section 14.	Advisory Arbitration	36
ARTICLE XIV	DISCIPLINE, DISMISSAL, AND REVIEW	37
Section 1.	Regular Status	37
Section 2.	Reasons for Disciplinary Action	37

Section 3.	Period of Suspension	39
Section 4.	Reduction in Compensation	39
ARTICLE XV	DISCIPLINARY APPEAL PROCEDURE	39
Section 1.	Notice	39
Section 2.	Administrative Leave	39
Section 3.	Notice of Disciplinary Action	40
Section 4.	Amended Notice of Disciplinary Action	40
Section 5.	Appeal	40
Section 6.	Waiver	40
Section 7.	Hearing Procedure – Minor Discipline	41
Section 8.	Hearing Procedure – Major Discipline	42
ARTICLE XVI	ANTI-STRIKE CLAUSE	45
ARTICLE XVII	LAYOFF AND REINSTATEMENT	45
Section 1.	Seniority	45
Section 2.	Reduction in Force	45
Section 3.	Reassignment/Layoff	46
Section 4.	Employment Counseling and Referral	47
Section 5.	Reinstatement List	47
Section 6.	Re-employment	48
Section 7.	Temporary Recall	48
ARTICLE XVIII	AGENCY SHOP	49
Section 1.	Service Fees or Dues	49
Section 2.	Membership	49
Section 3.	Record Keeping	49
Section 4.	Rescission	50
ARTICLE XIX	SEPARABILITY	50
ARTICLE XX	LABOR-MANAGEMENT COMMITTEE	51
ARTICLE XXI	UNION PROVISIONS	51
Section 1.	Bargaining Unit Employee List	51
Section 2.	Worksite Access	51
Section 3.	Education and Training Release Time	51
Section 4.	Release Time for Representatives	51
ARTICLE XXII	MANAGEMENT RIGHTS CLAUSE	52
Section 1.	Management Rights	52
Section 2.	Purpose and Mission	52
ARTICLE XXIII	WAGES	52
SIGNATURE PAGE		55

SIDE LETTER A	Ratification Premium	56
SIDE LETTER B	Wage Realignment	57

DEFINITIONS

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

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

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

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

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

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

Designee: a Person authorized by the Court Executive Officer.

Discrimination Complaint: complaint filed by an employee alleging illegal discrimination based on race, color, religion, medical condition, disability, sex, national origin, ancestry, age, marital status, pregnancy, or other protected classification.

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

First Step: Meeting in the Grievance process between the supervisor, employee and/or union representative. Grievance heard by Court Regional Administrator or designee. First Formal Step.

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

Human Resource Director: The Human Resource Director of the Superior Court of California, County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I
TERM

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the Superior Court of California, County of Riverside, (hereinafter referred to as Court) and the Laborers' International Union of North America, Local 777, (hereinafter referred to as LIUNA), as the Exclusive Employee Organization for employees in those representation units described under Article II, Recognition. This Memorandum of Understanding is in effect as of midnight March 14, 2006 until midnight on September 14, 2009.

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

Upon receipt of such written notice and proposals, the Court shall, within forty-five (45) days, present counter proposals. Negotiations shall begin within forty-five (45) days after receipt of LIUNA's proposals unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect when a successor MOU is implemented. This MOU sets forth the terms of agreement reached between the Court and LIUNA as the Exclusive Employee Organization for employees in those representation units described under Article II, Recognition.

ARTICLE II
RECOGNITION

(1) This Memorandum shall apply only to persons employed as Regular full-time and Regular part-time for employees in classifications (as reflected in Court Salary and Classification Plan) within the following bargaining unit:

- (a) Court Inspection & Technical
- (b) Court Supporting Services
- (c) Court Trades, Crafts, and Labor

(2) The terms "employee" or "employees" as used in this Memorandum shall refer only to persons employed by the Court in those classifications included in Appendix A.

ARTICLE III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. This Memorandum sets forth an understanding between the Court and LIUNA regarding the matters set forth herein and any other prior or existing understandings or agreements by the Court and LIUNA whether formal or

informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth by the Court shall continue in effect.
- C. It is the intent of the Court and LIUNA that this Memorandum be administered in its entirety in good faith during the full term of this MOU. It is recognized that during such term, it may be necessary to make changes in rules, policies and/or procedures affecting the employees in the represented units of LIUNA. Where the Court finds it necessary to make such changes, it shall notify LIUNA indicating the proposed change prior to its implementation.
- D. If any such changes significantly affect the working conditions in the LIUNA represented units, where the subject matter of the change is subject to negotiations pursuant to the Trial Court Employment Protection and Governance Act, and where LIUNA requests to negotiate with the Court, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.
- E. Nothing herein shall limit the authority of the Court to make necessary changes required during emergencies. However, the Court shall notify LIUNA of such changes as soon as practicable.
- F. Where the Court makes any changes in working conditions because of the requirements of Federal or State law, the Court shall not be required to renegotiate the matter or manner of compliance with such law where the matter or manner of compliance is specified by such law.
- G. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum.
- H. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the Court and LIUNA hereto, unless made and executed in writing by all parties, and if required, approved and implemented by the Court.

ARTICLE IV
WORKWEEK, OVERTIME AND PREMIUM COMPENSATION

Section 1. Workweek

A. The normal workweek shall be 5 working days of 8 hours each. The Court Executive Officer or designee may establish or eliminate a different weekly work period of 40 hours after giving a one pay period written notice to the representative, if any, of the employees affected.

B. LIUNA agrees that the Court shall retain exclusive control to determine employee work schedules and LIUNA and employees waives any right to grieve schedule assignments during the remaining term of this MOU.

Section 2. Overtime

A. Overtime Compensation: Any employees in classifications that are not exempt from Fair Labor Standards Act (FLSA) as determined by the Human Resources Department shall be compensated for overtime consistent with the FLSA.

B. Authorization: The Court Executive Officer or designee may authorize overtime work. The overtime worked shall not exceed 8 hours in any workweek for any employee without prior approval of the Court Executive Officer or designee, except in case of public emergency or calamity or immediate hazard to life or property.

C. Employee Records: The Court Human Resources Department shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee.

D. Reporting and Calculation: Actual hours of overtime work shall be reported on each attendance report. The Court Human Resources Department shall maintain the record of overtime credit at one and one-half times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.

E. Compensation: Accumulated overtime credit in excess of 120 hours at the end of any pay period shall automatically be paid. Accumulated overtime credit in excess of 40 hours may at the election of the employee, be accumulated as compensatory overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated compensatory overtime credit of 120 hours or less may be taken as compensatory time off, subject to Court approval, and this method of reducing accumulated overtime credit is encouraged. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon separation, accumulated overtime credit shall be paid.

F. Fringe Benefits Not Affected by Overtime: Overtime work shall not be a basis for increasing annual, vacation, and/or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or salary step advance.

G. Overtime during Declared Natural Disaster: In the event and during the period of an officially declared natural disaster affecting any portion of the Court, and notwithstanding any other provision of this Memorandum, the following provisions shall apply:

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

Section 3. Shift Differential Compensation

- (A) Applicability of Shift Differentials. Shift differentials apply to regular hours worked, they do not apply to vacation, annual leave, sick leave, and/or holiday pay. The hourly rate for each shift differential is payable in tenths of an hour. Employees who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.
- (B) Evening Shift. Employees whose work shift begins between the hours of 3:00 p.m. and 11:00 p.m. shall be paid a night differential of \$.60 per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
- (C) Night Shift. Employees whose work shift begins between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of \$1.20 per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.

Section 4. Bilingual Compensation

- A. Bilingual compensation will be attached to the positions identified by the Court as bilingual positions. The Court shall designate specific positions as eligible for

bilingual compensation and shall evaluate any employee who is assigned to a bilingual position in order to determine whether he/she qualifies for bilingual compensation. Each employee, who has qualified for bilingual compensation under this section, shall receive additional compensation. This will not apply to the class of Court Interpreter. Each employee in a bilingual position, in paid status, will be compensated at \$40.00 per pay period based upon 24 pay periods per calendar year.

- B. An employee who is assigned to a bilingual position must perform bilingual tasks as a part of their job function and regular duties at least 10% of the time.
- C. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.
- D. Upon approval of the Court Executive Officer or designee, the employee shall be authorized to receive bilingual compensation starting with the next pay period. The Court Executive Officer shall have the final authority to determine which positions in the Court shall be designated for bilingual compensation.
- E. When the bilingual duties are no longer required of a designated bilingual position, the bilingual compensation shall be terminated by the Court. The Court will provide notice to the employee one pay period prior to the discontinuance of bilingual compensation.
- F. The Court shall discontinue bilingual compensation when an employee changes work assignment to a position not designated for bilingual compensation.
- G. An employee shall not be eligible to receive more than one (1) type of bilingual compensation concurrently.
- H. Bilingual compensation shall not apply to Workers' Compensation supplemental pay.
- I. An employee may request assignment to a position, which does not require bilingual skills. The request shall be made in writing to the Court Executive Officer, who will consider it according to:
 - 1. Court need;
 - 2. Availability of a qualified replacement; and
 - 3. Availability of another suitable assignment for the requesting employee.
- J. An employee, receiving bilingual compensation, may be assigned by the Court to perform bilingual assignments, when the need arises.

ARTICLE V
PAY PRACTICES

Section 1. Step Advance

A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon his or her anniversary date, except as herein provided.

B. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of 2080 hours (approximately 1 year) in a paid status in the position. As the result of a promotion or reclassification, which involved a salary increase, the anniversary date shall be the first day of the pay period following the completion of 1040 hours, (approximately 6 months) in a paid status in the position, not including overtime. Re-employment at a rate other than that of the first step of a range shall not be considered an original appointment for purpose of fixing the anniversary date. In such cases the anniversary date shall be the first day of the pay period following 2080 hours (approximately one (1) year) in a paid status, not including overtime, after such re-employment unless otherwise specified by the Court.

C. The second anniversary date shall be the first day of the pay period following the completion of an additional 2080 hours (approximately one (1) year) in a paid status, not including overtime, and subsequent anniversary dates shall occur at like intervals.

D. Each employee will be eligible for salary increase based on satisfactory job performance on the employee's anniversary date, except for the employee who is being compensated at the highest step.

E. Should the Director of Human Resources disallow a salary increase, the employee shall be reviewed at least quarterly. In addition the Court Executive Officer or designee may allow the increase effective on the first day of any pay period after which the increase could have been allowed. The anniversary date shall be postponed until an increase is allowed.

F. The approved anniversary salary increase shall be ~~to~~ at the rate of the second next higher step, as available, not to exceed the maximum of the salary grade.

Section 2. New Employees

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

Section 3. Re-employment

- A. The Court Executive Officer may re-employ a former regular employee in a classification, which they previously occupied, provided they separated in good standing. They will be placed at the same step of the salary range as the step applicable at the time they held that position.
- B. Whenever a former regular employee is re-employed within twelve months after separation, he/she will be allowed accrued sick leave and the rate of vacation accrual shall be set at the rate held at time of separation.
- C. Re-employment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this Memorandum.
- D. An employee who is retired under the State Employees Retirement Act and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Court Executive Officer or designee. Consistent with the requirements of the State Employees Retirement Act for discontinuance of retirement benefits, the retiree may be employed or re-employed.
1. The Court Executive Officer or designee may allow the employment or re-employment for up to 120 working days or 960 hours in any calendar year, without loss of benefits, as specified in Section 21153 of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, or more than that paid other employees performing comparable duties.
 2. When a retiree under the State Employees Retirement Act is employed or re-employed, his/her retirement status must be specified in the documentation of appointment to a regular or temporary position.

Section 4. Promotion

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

On promotion, the salary shall be at a rate on the new salary grade, which is 2 steps higher, or immediately greater than 2 steps higher, than that paid on the grade for the former position where the new grade is able to accommodate the increase. The effective date of all promotions shall coincide with the first working day of a pay period. The anniversary date shall be determined as referenced in Article V, Section 1B.

Section 5. Transfer

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

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

Section 6. Demotion

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

A. On demotion, the salary shall be at the rate of the same step on the new grade as was applicable to the previous grade. The anniversary date shall not change. The effective date of all demotions shall coincide with the first working day of a pay period.

B. Regular employees who, within 2,080 hours following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of Court Executive Officer or designee and the employee; the anniversary date shall not change.

Section 7. Reclassification

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

A. The salary of an incumbent of a position reclassified to a class on the same salary grade shall not change. The anniversary date shall not change.

B. The salary of an incumbent of a position reclassified to a class on a higher salary grade shall be at the rate, which is 2 steps higher, or immediately greater than 2 steps higher, than that paid on the grade of the former position, where the new grade is able to accommodate the increase. The anniversary date shall be determined in accordance with Article V, Section 1.

C. The salary of an incumbent of a position reclassified to a class on a lower salary grade shall not change unless such salary would exceed the maximum of the new grade, in which event it shall be reduced to the maximum. The anniversary date shall not change.

D. The effective date of a reclassification shall coincide with the first working day of a pay period.

Section 8. Temporary Promotion

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

Section 9. Conformance to Plan

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

ARTICLE VI **GENERAL PERSONNEL PROVISIONS**

Section 1. Probation

- A. Initial Probationary Status: Each regular employee shall be in an initial probationary status from the effective date of his or her initial employment in a position in a paid status until the required initial probationary period, and any extension, is completed without separation from Court employment. Computation of the initial probationary period in a paid status does not include overtime or leaves of absence. A regular employee who has not completed the initial probationary period serves at the pleasure of the Court Executive Officer and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this Memorandum.
- B. Length of Initial Probation: The length of the initial probationary period is 2,080 work hours (approximately 1 year).
- C. Initial Probationary Period Affected by Change in Class: An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another class, will serve a new 2,080 work hour initial probationary period following such promotion, demotion, or transfer. The 2,080 work hours required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which he/she voluntarily promoted, demoted, or transferred.

D. Probation of Regular Employees Following a Change in Class or Lateral Transfer during the first 1,040 work hours in a paid status following a promotion, transfer or demotion, an employee who held regular status at the time of the promotion, transfer or demotion shall, upon the Court Executive Officer or designee's request, be returned to a position in the previously held classification. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a paid status does not include overtime or leaves of absence.

Section 2. Employment of Relatives

A. Except as otherwise provided herein, no person shall be denied the opportunity for employment or continued employment because such person is related to any person presently employed by the Court; A court employee shall not directly supervise, initiate or participate in decisions (including but not limited to initial employment, retention, promotion or work assignments) specifically pertaining to another court employee who is related by blood or marriage. Whether by blood or marriage shall mean husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, or grandchild. This provision shall also extend to registered domestic partner.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to another position which the employee is eligible and selected to fill. The employee must accomplish the promotion, transfer or voluntary demotion within 1,040 (approximately six months) working hours.

Section 3. Retirement

A. Single Highest Year: The provisions of Section 20042 of the Public Employees' Retirement Law, (Single Highest Year) shall apply to Miscellaneous employee members.

B. Public Employees Retirement System (PERS) Contributions: Court Employees in the LIUNA Units, shall pay the employee's contribution to PERS for the first five (5) years (10,400 hours) of continuous service. Commencing the sixth year of continuous service, the Court shall pay the employees share of the contribution for continuous service. Continuous service shall mean the continuing service of a regular employee in a continuing payroll status, without interruption, except for authorized leave of absence.

C. Retirement Calculations: The percentage of final compensation to be provided for each year of credited prior and current service for Miscellaneous employee members represented by LIUNA shall be determined in accordance with Section 21354 of the Public Employees Retirement Law subject to the reduction provided therein for Federal Social Security 3% at age 60 Modified and Full).

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

E. Post-Retirement Survivor Allowance. Pursuant to the provisions of Sections 21624 and 21626 of the Public Employees Retirement Law, an allowance may be continued to a surviving spouse upon the death of a member after retirement.

Section 4. Merit Systems/Veterans Preference

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

ARTICLE VII **VACATION/SICK AND ANNUAL LEAVE PROGRAM PROVISIONS**

Section 1. Vacation/Sick and Annual Leave Programs:

A. Employees have the option to remain in the Court Vacation/Sick Leave Program, or to enroll in the Court Annual Leave Program. Employees covered under the Court Vacation/Sick Leave shall only accrue vacation leave and sick leave.

Section 2. Sick Leave Program Provisions

A. Sick Leave for all employees enrolled in the Court Vacation/Sick Leave Program who are covered under the provisions of this MOU shall accrue sick leave at the rate of .05 times the number of hours worked (not to exceed 80 hours worked) during the biweekly pay period.

B. A regular part-time employee enrolled in the Vacation/Sick Leave Program shall accrue sick leave on a prorated accrual and in the same manner as a full-time employee.

C. Sick leave for employees enrolled in the Vacation/Sick Leave Program shall accrue at all times when the employee is in a paid status.

D. Accrued sick leave of any person who terminates employment shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the

extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after separation shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the Court prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.

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

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

Section 3. Vacation Program Provisions

A. Subject to the limitations and exemptions of this section, every regular employee enrolled in the Court Vacation/Sick Leave Program, covered under the provisions of this MOU shall be entitled annually to the following number of hours of vacation with pay, in accordance with the record of completion of continuous years of service:

- (1) Years Zero through 3 (0 through 6,240 hours) in a payroll status, 80 hours (10 days);
- (2) Years 4 through 9 (6241 through 18,720 hours) in a payroll status, 120 hours (15 days);
- (3) Years 10 or more (18,721 hours or more) 160 hours (20 days).

B. Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than the maximum applicable to the current vacation accrual rate, and may be taken only at a time or times agreeable to the Court. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.

C. All employees covered under the terms of this Memorandum may accumulate accrued vacation for not more than a maximum of three (3) times their annual number of days vacation per year to which they are entitled.

D. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this Memorandum. For the purpose of this paragraph, vacation shall be deemed earned to the date of separation.

E. No person shall be permitted to work for compensation for the Court during vacation, except with prior approval of the Court Executive Officer.

F. A regular part-time employee shall accrue vacation on a pro-rata basis. The same rate shall apply in determining payment of earned vacation on separation.

G. Annual Leave Conversion: Accrued annual leave hours for employees who elect to participate in the Vacation/Sick Leave Program shall be converted to Vacation Leave on an hour for hour basis.

H. Once an Employee enrolls in either the Vacation/Sick Leave Program or the Annual Leave Program, the employee must remain in the selected program for at least 12 months, and any change must be made at the time of 'Open Enrollment'.

I. An employee may not change from Annual Leave Program to the Vacation/Sick Leave program unless the employee's accumulated vacation hours are less than or equal to the maximum accumulation as referenced in Article VII, Section 3C.

Section 4. Annual Leave Program:

Employees have the option to enroll in the Court Annual Leave Program or remain in the Court Vacation/Sick Leave Program. Employees enrolled in the Annual Leave Program shall neither accrue vacation leave nor sick leave.

Section 5. Annual Leave Program Provisions:

A. Employees who choose to enroll in the Annual Leave Program shall accrue Annual Leave according to each biweekly pay period of service, commencing with the employee's initial anniversary date assigned to the employee during his or her latest period of Court employment, according to the following schedule.

Accrual Rates		Biweekly Accrual
Years of Full Time Service Credit		
Years 0 - 3	(0 - 6,240 hours)	5.08
Years 4 – 9	(6,241 - 18,720 hours)	6.62
Years 10 or more	(18,721 - or more hours)	8.16

B. Annual Leave credit shall be accrued on a pro-rated basis for an employee working less than full time. Annual Leave credits shall not be accrued while an employee is on unpaid status.

C. Once an employee enrolls in either the Annual Leave Program or the Vacation/Sick Leave Program, the employee must remain in the selected program for at least 12 months. Any change in the type of program must be made at the time of open enrollment.

D. The effective date of an employee’s enrollment in the Annual Leave Program shall coincide with the first working day of the pay period following the date the enrollment form is received by the Court Human Resource Department.

E. Vacation Conversion: Accrued vacation hours for employees who elect to participate in the Annual Leave Program shall be converted to Annual Leave on an hour for hour basis.

F. Maximum Annual Leave Accumulation: Employees shall not accumulate more than the total Annual Leave hours described below:

Years of Full Time Service Credit	Maximum Accumulation
Less than 5 years of service	400 hours
5 to 10 years of service	525 hours
More than 10 years of service	650 hours

G. Sick leave hours remaining after an employee converts to the Annual Leave program may be used until the sick leave balance is exhausted. Use of accrued sick leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family is defined to mean an employee’s spouse, child, parent, brother, sister, or registered domestic partner living in the same household.

Section 6. Annual Leave Usage

A. The Court Executive Officer or designee shall be responsible for scheduling the Annual Leave periods of his or her employees in such a manner as to achieve the most efficient functioning of the Court.

B. When unscheduled usage of Annual Leave occurs, verification of the reason(s) for absence may be required from the employee. Any person absent from work shall

notify his or her immediate supervisor on the first (1st) day of such leave, within 30 minutes of scheduled start time, and thereafter in accordance with Court policy.

C. Any employee absent for a period of five (5) consecutive workdays due to illness or injury may, at the discretion of the Court Executive Officer, be required to have a physical examination by a Court-approved physician before returning to active duty. Such physical examination shall be performed by the designated physician and shall be at Court expense.

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

Section 7. Sick Leave and Unscheduled Annual Leave Usage

A. Use of accrued Sick Leave or Annual Leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family is defined to mean an employee's spouse, child, parent, brother, sister, or registered domestic partner living in the same household.

B. Every employee shall be able to use accrued Vacation, Annual Leave, Compensatory time, or Holiday time when Sick Leave has been exhausted due to extended illness or injury, unless they are on a medical certification program.

C. An employee off work or contemplating to be off work due to illness or injury for an extended period of two (2) weeks or more shall provide a comprehensive health statement as to length of absence from the employee's health care provider.

D. Upon return, an employee must submit a medical certification from the employee's physician, or other legally authorized person to provide health care services on the same level as a physician, stating the employee can return to work and any duties the employee cannot perform and any restrictions or light duty requirements.

Section 8. Proof of Illness for Sick or Unscheduled Annual Leave

A. When in the judgment of the Court Executive Officer or their designee good reason exists for believing an employee may be abusing Sick Leave and/or unscheduled Annual Leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid

Sick Leave and/or Annual Leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the Court Executive Officer or designee. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work. Employees on a medical certification program shall have their Sick Leave and/or unscheduled Annual Leave usage reviewed at least annually. If the review shows substantial improvement, they shall be removed from the medical certification program.

Section 9. Payout for Unused Annual Leave

Annual Leave Payout: An employee who terminates or is terminated shall be paid for all accrued Annual Leave at the same rate as that received on the last day worked, or last day of approved leave with pay.

ARTICLE VIII **MISCELLANEOUS LEAVE PROVISIONS**

Section 1. Bereavement Leave

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

Section 2. Fitness for Duty

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

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

Section 3. Leave of Absence

A. A leave of absence without pay may be granted for the following reasons:

- (1) Illness or disability when sick leave has been exhausted.
- (2) Pregnancy.
- (3) To take a course of study which will increase the employee's usefulness on return to the Court.
- (4) Personal reasons acceptable to the authority whose approval is required.

B. The Court Executive Officer may grant a Leave of Absence to any employee, up to 160 hours in any one calendar year. The Court Executive Officer may require the Leave of Absence to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave as required.

C. An employee on Leave of Absence for illness or disability reasons will be required to present a return-to-work statement from the attending physician releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as an accommodation, as required under the Americans with Disabilities Act.

D. The Leave of Absence may be extended upon further written request containing justification. Such request for extension is to be processed in the same manner as the original request. In the case of a request for an extension due to illness or disability, updated information of the same kind submitted for the original request would be required.

E. Nothing herein shall prevent the earlier return-to-duty by the employee, except the Court may require two weeks advance notice of the employee's intention to return to work.

F. The Director of Human Resources shall be promptly notified of the return of any employee from an official leave of absence. The Court Executive Officer shall have the right to cancel or revoke a leave of absence previously granted.

Section 4. Military Leave

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

Section 5. Jury Duty

Any employee who shall be summoned for attendance to any court for jury duty during the employee's normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received shall be paid to the Superior Court of California, County of Riverside. Should an employee be excused early from jury service, they are required to contact their supervisor for instructions. In order to comply

with payroll and fiscal internal controls, employees are required to submit a certificate of completion of jury duty, which lists all days served, per subsection 2.3, of Court Jury Duty Policy.

Section 6. Witness Appearance

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

Section 7. Air Pollution Emergency

An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence without pay for the period of the emergency unless the employee chooses to use accumulated overtime, sick leave, vacation, annual leave, or holiday leave for the period of time off work due to the emergency.

Section 8. Abandonment/Automatic Resignation

Absence without leave of any employee, whether voluntary or involuntary, for five consecutive working days is an automatic resignation from Court service, provided the employee upon written Court notification does not respond to and/or does not provide a satisfactory explanation for the absence; and fails to obtain an approved leave. The notification to the employee must be in writing prior to the Court finalizing the resignation and must contain an opportunity within three working days of service for the employee to respond. A second notice must be sent to the employee stating the effective date of the abandonment/automatic resignation, after the time to respond has lapsed and/or after the employee has given an unsatisfactory explanation. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery.

ARTICLE IX
BENEFIT PROGRAMS

Section 1. Flex Benefits Programs

A. Effective: The following provisions shall be effective at the beginning of the month the MOU is signed, provided the MOU is ratified within 60 days after being signed by the parties. Until the applicable flex benefit increases can be implemented by the Payroll Department, any flex benefit funds due shall be paid in a lump sum and shall be considered as income. These funds will be paid no later than the third pay period following ratification of the MOU.

B. PEMCHA Contribution: The Court shall contribute \$25.00 per month on behalf of each employee and each eligible retiree and said employee's and retiree's dependents enrolled in one of the medical and hospital plans provided by the Court toward the payment of premiums for health insurance under the Public Employees Medical and Hospital Care Act (PEMHCA) or the Court's alternative plan, if any, subject to the provisions of the Court's Flexible Benefit Program.

C. Employees Enrolled in a Court-Offered Medical and Hospital Plan: The Court shall contribute an amount each month which is determined by the "Type of Enrollment" as specified below, on behalf of each regular employee in paid status, who is enrolled in one of the medical and hospital plans provided by the Court's Health Benefit Administrator. This contribution includes the \$25.00 PEMHCA payment as referenced in Article IX, Section 1B.

Benefit Plan Year 2006 (effective upon ratification of the MOU)

Employee Only - \$405.00
 Employee Plus One - \$490.00
 Employee Plus Two or More (Family) - \$615.00

Benefit Plan Year 2007 (effective 12/1/06)

Employee Only - \$430.00
 Employee Plus One - \$540.00
 Employee Plus Two or More (Family) - \$695.00

Benefit Plan Year 2008 (effective 12/1/07)

Employee Only - \$460.00
 Employee Plus One - \$595.00
 Employee Plus Two or More (Family) - \$780.00

Benefit Plan Year 2009 (effective 12/1/08)

Employee Only - \$495.00
 Employee Plus One - \$655.00
 Employee Plus Two or More (Family) - \$875.00

The Court-offered medical and hospital, dental, and vision insurance coverage are optional. However, at a minimum, the medical and hospital health insurance must be taken to receive the Court contribution according to the "Type of Enrollment". If monies remain after the costs are deducted for the medical and hospital health insurance coverage and other elected benefits, said monies may be taken in cash back not to exceed \$150.00 per month.

For example:

Monthly Contribution for Court Employee Only	\$410.00
Medical and Hospital Plan Premium	-\$230.00
Dental Insurance Premium	-\$ 30.00
Cash Back	<u>\$150.00</u>

D. Employees who waive the Court offered Medical and Hospital Plan: The Court shall contribute a maximum of \$325.00 per month on behalf of each full-time regular employee in paid status, if as of March 14, 2006, the employee has waived the Court-offered medical and hospital coverage and continuously remains in waived status. This contribution includes the \$25.00 PEMHCA payment as referenced in Article IX, Section 1B.

1. The Court offered medical and hospital, dental, and vision insurance is optional. To receive the flex contribution an employee must be enrolled in at least one of the following Court-offered programs; Dental Insurance Plan, Vision Insurance Plan, or Flexible Spending Account. If monies remain after the premium costs are deducted for employees enrolled in the dental and/or vision plan, said monies may be taken in cash back. In no case shall the Court Flexible Benefit contribution or cash back exceed \$325.00 for an employee who waives the Court-offered medical and hospital insurance plan coverage.

For example:

Court Monthly Contribution	\$325.00
Flexible Spending Account Pay	<u>\$225.00</u>
Cash Back	\$100.00

2. Employees who do not enroll in a Court offered medical and hospital insurance plan must provide proof of current group health plan coverage, and must sign a statement that they are enrolled and covered under another group health plan. Evidence is defined as: a dated certificate of coverage, a dated plan enrollment card, etc. Notice of waiver form showing other group health plan coverage shall be received by the Court's Human Resources Department within sixty days from date of hire, and annually during Open Enrollment.

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

3. Employees who elect to waive Court-offered medical and hospital insurance coverage after March 14, 2006 shall be eligible for cash back of \$128.00 per month. Employees who are in waiver status as of March 14, 2006 and who remain continuously in waiver status shall be eligible to continue to receive \$325.00 per month.

E. Part-Time Employees: For part-time regular employees, the Court's flexible benefit contribution shall be prorated under the Court's Flexible Benefits Program. This contribution includes the \$25.00 PEMHCA payment as referenced in Article IX, Section 1B.

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

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

Section 2. Deferred Compensation.

The Court shall allow each employee, upon retirement, to convert accumulated vacation, personal time off (PTO), annual leave, holiday, and compensation time to the Court's approved deferred compensation plan, subject to the maximum allowable IRS limit. Sick leave shall be converted subject to Article VII, Section 2 (F).

Section 3. Life Insurance.

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

Section 4. Short Term Disability

The Court provides a Short Term Disability Program.

ARTICLE X
REIMBURSEMENT PROGRAMS

Section 1. Lodging, Meals and Miscellaneous Costs

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

Section 2. Mileage Reimbursement

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

ARTICLE XI
DRESS CODE

A. The Court staff is here to serve judicial officers, members of the local community, local agencies, and other members of the Court.

B. An employee's dress and demeanor shall not be unkempt, overly casual, or in relatively bad taste based on acceptable professional and community standards.

C. The standard for our Court staff dress and comportment shall be consistent with professional service providers. Our appearance, therefore, must meet their most demanding standards of professional service providers.

D. General Guidelines:

1. Dress and grooming must conform to acceptable professional community standards and be consistent with the highest expectations of the most exacting people who we serve.

2. Dress and grooming will at all times be modest, professional, non-provocative and appropriate, so as not to offend.

3. Work clothes should not restrict. Rather, they should allow the worker to perform all tasks within their job specifications.

4. Apparel should be clean and in good repair, buttons buttoned, zippers zipped, and shirttails tucked in.

E. Specific Guidelines:

1. Buttons – such as political campaign buttons, religious statements and miscellaneous slogans are not permitted.

2. Footwear – should be selected for safety and comfort as well as for consistency with professional appearance of the Court. Beach type footwear, shower shoes, or any other footwear that does not securely fasten to the foot present a safety hazard, are not to be worn.

3. Clothing – All types of shorts, halters, abbreviated tops, tank tops, translucent clothing, leggings, sweat-suits, exercise clothing, T-shirts, and any piece of clothing displaying cartoons or language considered to be offensive to members of the public or co-workers will not be worn. Mini skirts and culottes, at all times, will be modest, professional, non-provocative and appropriate as not to offend. Pants are to be dress slacks, not jeans, denim or stretch pants.

4. Jewelry – should conform to the professional image of the court. Any jewelry displaying language or images, which would be offensive to members of the public or co-workers, is prohibited.
5. Personal Cleanliness – employees should maintain a level of personal cleanliness, which is free from body odor.

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

ARTICLE XII **HOLIDAYS**

Section 1. Paid Holidays

A. Only regular and probationary employees in a current paid status shall be eligible for paid holidays. All holidays will be subject to and in accordance with State Statute.

B. The following holidays shall apply to employees in service with the Court on December 1, 2006 and who remain employed by the Court without a break in service:

January 1, New Year's Day
Third Monday in January, Martin Luther King, Jr.
February 12, Lincoln's Birthday
Third Monday in February, Washington's Birthday
March 31, Cesar Chavez Day,
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day
November 11, Veterans' Day
Fourth Thursday in November, Thanksgiving Day
Friday following Thanksgiving
December 24 and 31 when they fall on Monday
December 25, Christmas Day
December 26 and January 2, when they fall on a Friday
Friday preceding January 1, February 12, July 4, November 11 or
December 25, when such date falls on Saturday; the Monday following
such date falls on a Sunday.

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

January 1, New Year's Day
Third Monday in January, Martin Luther King, Jr.

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

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

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

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

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

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

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

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

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

I. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to up to eight (8) hours of compensatory time off for such holiday.

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

ARTICLE XIII **GRIEVANCE PROCEDURE**

Section 1. Discussion of Request or Complaint

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

Section 2. Grievance Definition

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

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

Section 3. Freedom From Reprisal

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

Section 4. Employee Representation/Union Rights

Representation Rights. An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, provided the employee is represented by LIUNA. LIUNA Representatives shall be given reasonable access to work areas. The grievant is entitled to be released from work for

a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. Grievance Petition Form

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

Section 6. Filing Grievance Petition

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

Section 7. Consolidation

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

Section 8. Resolution

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

Section 9. Withdrawal

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

Section 10. Time Limits

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

Section 11. Resubmission

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

Section 12. Extension of Time

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

Section 13. Grievance Procedure and Steps

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

1. Meeting with Supervisor. Prior to filing a written grievance petition the employee shall first meet with their immediate supervisor. The supervisor shall respond as promptly as possible. The employee and the supervisor are each entitled to have a silent observer present during the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the meeting by either the employee or the supervisor:
2. Step 1 – Submitting Grievance Petition/Grievance Meeting. The employee shall have twenty (20) working days after the occurrence of the circumstances giving rise to the grievance to submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's Court Services Director, Regional Court Administrator, or designee. Within fifteen (15) working days after submission of the petition, the Court Services Director, Regional Court Administrator, or a designee, shall meet with the grievant and the employee's representative, if any. A written decision shall be rendered within 15 working days thereafter.
3. Step 2 –No Resolution at Step 1. If the Grievance is not resolved at Step 1, the grievant shall submit a written request for review within fifteen (15) working days following the date the decision was rendered. The Human Resources Director or designee shall meet with the grievant and the grievant's representative, if any, within fifteen (15) working days of the submission of the request for review. A written decision shall be rendered within 10 working days thereafter.
4. Step 3 – No Resolution at Step 2. If the grievance is not resolved at Step 2, LIUNA, on behalf of the grievant, may submit a written request for arbitration to the Human Resources Director or designee, within ten (10) working days following the date the Human Resource Director or designee, rendered a decision.
5. The grievance shall thereafter be subject to advisory arbitration and decision by the Court Executive Officer in the manner prescribed in Section 14. The Court Executive Officer shall either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Court Executive Officer rejects all or part of the arbitrator's

decision, the Court Executive Officer shall state his or her reasons for rejection. The decision of the Court Executive Officer shall be final.

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

Section 14. Advisory Arbitration

A. After submission of a request for review, LIUNA and the Court Executive Officer or designee shall attempt to agree on an arbitrator.

B. The parties shall maintain a jointly negotiated list of up to eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven (7) or more than eleven (11) names. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.

C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.

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

E. Prior to the arbitration hearing, the grievant and the Court Executive Officer, or designee, shall meet and attempt to prepare a joint statement of the issues, which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

F. The arbitrator shall not decide any issue not within the statement of the issues submitted by the parties or consider remedies not requested by the grievant in his or her original petition. This includes issues or Memorandum Sections, which have not been raised and considered at an earlier step of the grievance procedure.

G. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Memorandum, but shall determine only whether or not there has been a violation of the Memorandum in respect to the alleged grievance and

remedy. The Arbitrator's decision shall be based solely upon the evidence and arguments presented by the respective parties.

H. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.

I. Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.

J. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of Court divisions involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a grievance hearing.

K. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

ARTICLE XIV **DISCIPLINE, DISMISSAL, AND REVIEW**

Section 1. Regular Status

Each employee who has successfully completed an initial probationary period, and any extension, has regular status.

Section 2. Reasons for Disciplinary Action:

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

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Absence without leave;
- G. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- H. Discourteous treatment of the public or other employees;
- I. Political activity in violation of federal or state law;
- J. Physical or mental unfitness to perform assigned duties;

- K. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- L. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the Court;
- M. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance;
- N. Substance abuse in violation of the Alcohol and Drug Abuse Policy;
- O. Violation of the Anti-Violence in the Workplace Policy;
- P. Violation of the Sexual Harassment Policy; and/or
- Q. Violation of Code of Ethics for the Employees of the Superior Court of California, County of Riverside;

CODE OF ETHICS:

Tenet One: Provide impartial and evenhanded treatment of all persons;

Tenet Two: Demonstrate the highest standards of personal integrity, honesty, and truthfulness in all our professional and personal dealings, avoiding the misuse of court time, equipment, supplies, or facilities for personal business;

Tenet Three: Behave toward all persons with respect, courtesy, and responsiveness, acting always to promote public esteem in the court system,

Tenet Four: Safeguard confidential information, both written and oral, unless disclosure is authorized by the court, refusing ever to use such information for personal advantage, and abstain at all times from public comment about pending court proceedings, except for strictly procedural matters;

Tenet Five: Refrain from any actual impropriety, such as:

- Breaking the law,
- Soliciting funds on the job,
- Receiving gifts or favors relation to court employment,
- Accepting outside employment that conflicts with the court's duties, or
- Recommending private legal service providers;

Tenet Six: Avoid any appearance of impropriety that might diminish the honor and dignity of the court;

Tenet Seven: Serve the public by providing procedural assistance that is as helpful as possible without giving legal advice;

Tenet Eight: Furnish accurate information as requested in a competent, cooperative, and timely manner;

Tenet Nine: Improve personal work skills and performance through continuing professional education and development;

Tenet Ten: Guard against, and when necessary, repudiate any act of discrimination or bias based on race, gender, age, religion, national origin, language, appearance, or sexual orientation;

Tenet Eleven: Renounce any use of positional or personal power to harass another person sexually or in any other way based on that person's religious beliefs, political affiliation, age, national origin, language, appearance, or other personal choices and characteristics; and

Tenet Twelve: Protect the technological property of the court by preserving the confidentiality of electronically stored information and abstain from personal use of court computer systems and hardware.

Section 3. Period of Suspension

Suspension of an employee shall not be for more than forty (40) working days.

Section 4. Reduction in compensation

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

ARTICLE XV **DISCIPLINARY APPEAL PROCEDURE**

Section 1. Notice

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

B. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or written reprimand.

Section 2. Administrative Leave

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

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

Section 3. Notice of Disciplinary Action

A. For regular employees, written notice of intent to take disciplinary action, except for written reprimands, shall be served on the affected employee, except as previously provided, at least seven (7) working days prior to the effective date of the action and shall include:

1. A description of the action(s) to be taken and the expected effective date(s);
2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
4. A statement informing the employee of the right to respond either verbally or in writing, to the Court Executive Officer or designee prior to the effective date of the disciplinary action(s).

B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:

1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent; and
2. A statement informing the employee of the right to appeal within ten (10) working days of the date the letter is served on the employee.

Section 4. Amended Notice of Disciplinary Action

A. At any time before an employee's appeal is submitted to the Conciliator or Arbitrator for decision, the Court Executive Officer or designee may serve on the employee an amended or supplemental notice of disciplinary action.

B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto. The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 5. Appeal

A. Any employee may appeal any disciplinary action taken against them. The appeal shall be in writing to the Court Executive Officer or designee within ten (10) working days after the date of notification of action against which the appeal is made.

B. An appeal shall:

1. Be accompanied by a copy of intent and final decision notice of disciplinary action served on the employee;
2. A brief statement of the facts and reasons for the appeal; and
3. A brief statement of the relief requested.

Section 6. Waiver

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

Section 7. Hearing Procedure - Minor Discipline

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

1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. The decision of the conciliator or third party may be verbal or in writing. The decision of the State Conciliation Service shall be binding on both parties.
2. Only the employee and one (1) non-attorney representative and the Court Executive Officer or a designee and the Human Resources Director or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self represented. Nothing herein shall prevent an

attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.

3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator may consult with witnesses informally and otherwise investigate the controversy.

4. The judgment of the conciliator shall be binding on both parties neither of which shall have the right of further appeal.

5. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.

6. The judgment of the conciliator shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.

7. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.

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

Section 8. Hearing Procedure - Major Discipline

A. Appeals filed in cases of discharge or suspension exceeding eighty (80) working hours or pay reductions exceeding eighty (80) hours of gross salary shall be heard by an arbitrator.

B. The parties shall maintain a jointly negotiated list of up to eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven or more than eleven names. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from LIUNA and the Court shall meet to establish the list of up to eleven Arbitrators.

C. The hearing shall be set by the Court Executive Officer or designee and the employee representative or employee, within a reasonable period based on the arbitrator's availability and other scheduling factors.

D. The employee and the Court Executive Officer or designee may be represented by counsel or other representative.

E. It shall be the duty of the Court Executive Officer or designee, or employee to attend a hearing and testify upon the written request of either the employee, the Court Executive Officer, or the arbitrator, provided reasonable notice is given. The arbitrator is authorized to issue subpoenas.

F. All appeal hearings involving the dismissal of an employee shall be tape-recorded. Recording equipment and supply costs will be shared equally between the Court and LIUNA. All other appeals need not be recorded, unless either side requests that recording be completed.

G. The expenses of the arbitrator and transcripts costs, if required, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any Court employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.

H. In the event an employee is not represented by LIUNA, the cost of the arbitrator shall be shared equally by LIUNA and the Court.

I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

J. Within 21 days following the submission of the appeal, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the arbitrator shall be final, subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil procedure.

1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.

2. If the arbitrator finds that the disciplinary action was appropriate, the action shall be sustained.

3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.

5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.
 6. The Court shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.
 7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings, which the appellant received since the date of discharge which would not have been earned, had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.
- K. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- L. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.A. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- M. Irrelevant and unduly repetitious evidence shall be excluded.
- N. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of Court divisions involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- O. Oral evidence shall be taken only on oath or affirmation.
- P. Employees not testifying in their behalf may be called and examined as on cross-examination.
- Q. The employee and the Court's designee shall have these rights:
1. To call and examine witnesses,
 2. To introduce exhibits,
 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination,

4. To impeach any witness regardless of which party first called the witness to testify, and
 5. To rebut any derogatory evidence.
- R. The hearing shall be a private proceeding among the Court, the employee and LIUNA.

ARTICLE XVI
ANTI-STRIKE CLAUSE

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

ARTICLE XVII
LAYOFF AND REINSTATEMENT

Section 1. Seniority

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

Section 2. Reduction in Force

- A. When it becomes necessary to reduce the work force within the Court, the Court Executive Officer shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the Court. No regular employee shall be laid off in any job classification if there are temporary employees in an active status in the same job classification. It is not the intention of the Court to use temporary employees for a replacement of regular employees who have been laid off.
- B. Any reduction in the number of regular employees holding a job classification designated by the Court Executive Officer for layoff shall be made in the following order

of employment status:

1. Temporary promotion employees (return to former class),
1. Probationary new employees,
2. Probationary promotional employees,
3. Regular employees.

C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the Court, subject to the approval of the Court Executive Officer or designee. Employees laid off out of seniority shall be given written notice of this action.

D. The Court Executive Officer or designee shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. LIUNA shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The notice shall include:

1. The reason for layoff;
2. The effective date of the action;
3. If laid off out of seniority.

E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the Court and was not removed there from for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the Court to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven days of written notification of layoff by personal delivery or mailing of a certified letter.

F. Regular employees who elect to demote under this provision shall be placed on the step nearest their present salary within the grade of the class to which they are demoting provided such step shall not exceed present salary.

Section 3. Reassignment/Layoff

A. An employee not expecting to be laid off, may in lieu of reassignment, elect to be laid off and be placed on the Reinstatement List, if both of the following conditions exist:

1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working days of the effective date of the reassignment; and
2. If the new work location is more than forty (40) miles from the employee's current work location or the employee's home, whichever is closer.

B. An employee who chooses to be laid off and have their name placed on the Reinstatement List under this section shall notify the Court in writing of the decision at least three (3) working days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective.

Section 4. Employment Counseling and Referral

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

1. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department requesting recruitment for classifications from which the employees were laid off.
2. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred to departments requesting to fill vacancy for classifications within LIUNA bargaining units.
3. Departments are required to notify the Court Human Resources Department in writing if and why these candidates are unacceptable before outside candidates will be referred.

Section 5. Reinstatement List

A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (3) above, shall be placed on Reinstatement Lists for all classifications of a current, equal, or lower salary range, for which the employee ever held in a regular status. The provisions of this Section do not apply to any classification from which the employee was demoted as a result of disciplinary action.

B. Any vacancy to be filled within the Court shall be offered first, in order of greatest seniority, to individuals named on the Reinstatement List for the classification of the position to be filled.

C. An employee's name shall be removed from Reinstatement Lists, for specific classifications, for any of the following reasons:

1. The expiration of one (1) year from the date of placement on the list.

2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.

3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify the Court Executive Officer or designee, in writing, of the employee's current mailing address.

4. Request in writing to be removed from the list.

D. Reinstatement is defined as recall by the Court, from a reinstatement list, into a regular position. Upon reinstatement, the employee shall be entitled to:

1. Restoration of all sick leaves credited to the employee's account on the date of layoff.

2. Continuation of seniority.

3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation, personal time off, or annual leave.

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

Section 6. Re-employment

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

1. Restoration of all sick leave credited to the employee's account on the date of layoff.

2. Continuation of seniority credited to the employee upon successful completion of the applicable probationary period.

3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation, personal time off, or annual leave.

Section 7. Temporary Recall

The Court may elect to temporarily recall laid off employees in order of seniority from the reinstatement list, for a period of not less than thirty (30) days and not more

than 480 full-time hours within a six-month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list.

ARTICLE XVIII **AGENCY SHOP**

Section 1. Service Fees or Dues

A. Subject to the provisions set forth below, the Court shall deduct and remit the LIUNA bi-weekly service fees or dues, as appropriate, for fee payers/members of LIUNA. Current employees in the Unit who are now LIUNA members shall remain LIUNA members for the period of this Memorandum. For employees who are hired on or after the effective date of this Memorandum, and who are in a job classification covered by this Memorandum, the Court shall deduct the payment of service fees to LIUNA from the employees' biweekly paychecks.

B. Dues and service fees withheld by the Court shall be transmitted to the LIUNA Officer, designated in writing by LIUNA as the person authorized to receive such funds, at the address specified. The parties agree that the obligations herein are a condition of continued employment for all Unit members. The parties further agree that the failure of any unit member to remain a member in good standing of LIUNA or pay the equivalent of LIUNA dues during the term of this Memorandum shall constitute, generally, just and reasonable cause for separation. The Court shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) workdays or more after such submission.

Section 2. Membership

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

Section 3. Record Keeping

LIUNA shall keep an adequate itemized record of its financial transactions and shall make said records available to the Court on an annual basis. Upon request by employees who are LIUNA members, LIUNA shall furnish a detailed written report of its financial transactions, in the form of a balance sheet and an operating statement, which

has been certified as to its accuracy by its President and Treasurer or corresponding principal officer or by a Certified Public Accountant.

Section 4. Rescission

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

B. The Court, immediately upon receipt of notice of such legal action, shall inform LIUNA of such action, provide LIUNA with all information, documents, and assistance necessary for LIUNA's defense or settlement of such action and fully cooperate with LIUNA in providing all necessary witnesses, experts and assistance necessary for said defense.

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

ARTICLE XIX
SEPARABILITY

A. It is understood and agreed that this Memorandum is subject to all present and future applicable Federal and State laws and regulations (including the Trial Court Employment Protection and Governance Act) and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum shall not be affected thereby and shall remain in full force and effect.

B. In the event that legislation concerning the status of trial court employees becomes law during the term of this Memorandum, the parties agree and understand that the provisions of this Memorandum shall not be interpreted so as to prevent the Court from adopting changes consistent with such legislation.

ARTICLE XX
LABOR-MANAGEMENT COMMITTEE

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

ARTICLE XXI
UNION PROVISIONS

Section 1. Bargaining Unit Employee List

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

Section 2. Worksite Access

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

Section 3. Education and Training Release Time

The Court will release LIUNA-represented employees for Union-related education and training activities, not to exceed an aggregate total of 100 hours per calendar year. Any employee released under the provisions of this Article, shall be limited to a maximum of 16 hours of Education and Release time per calendar year, with no more than 3 of the employees coming from one court region (Western, Mid County, Desert).

Section 4. Release Time for Representatives

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

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

ARTICLE XXII
MANAGEMENT RIGHTS CLAUSE

Section 1: Management Rights

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

These rights include, but are not limited to:

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

Section 2: Purpose and Mission

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

ARTICLE XXIII
WAGES

Effective the first day of the first full pay period following March 14, 2006, all employees in the bargaining unit shall receive a 4.0% base wage increase.

Effective the first day of the first full pay period that occurs in January 2007, all employees in the bargaining unit shall receive a 2.5% base wage increase.

Effective the first day of the first full pay period that occurs in January 2008, all employees in the bargaining unit shall receive a 2.5% base wage increase.

Effective the first day of the first full pay period that occurs January 2009, all employees in the bargaining unit shall receive a 3.0% base wage increase.

SIGNATURE PAGE
For
Memorandum of Understanding March 14, 2006 – September 14, 2009

For LIUNA, Local 777

For The Superior Court of California,
County of Riverside

Stephen Switzer
Staff Director

Inga E. McElyea
Court Executive Officer

Sala Ponnech
LIUNA Representative

James T. Duncan
Chief Negotiator

Bargaining Team for LIUNA:

Bargaining Team for the Court:

Stephen Switzer: (signature above)

James T. Duncan: (signature above)

Irene Cordoba, Family Law Examiner

Jana Douglass, Deputy Court Executive
Officer

Suzi Johnson, Courtroom Assistant

Joan Moody, Court Employee and Labor
Relations Analyst

Sylvia Franz, Court Service Assistant II

Corinne Vallieres , Personnel Analyst II

Connie Espritu, Court Service Assistant II

SIDE LETTER A

RATIFICATION PREMIUM

This side letter shall be an addendum to the Memorandum of Understanding between LIUNA Local 777 and the Superior Court of California, County of Riverside, effective March 14, 2006. This side letter shall become effective upon ratification and shall expire September 14, 2009.

RATIFICATION PREMIUM

Regular bargaining unit employees in service with the Court as of March 14, 2006 shall receive a one-time premium based on their years of Court service within two pay periods after ratification of the above MOU. Employees who join the unit after March 14, 2006 shall not be eligible for any payment under the provisions of this side letter.

<i>Riverside Superior Court Service (as of March 14, 2006)</i>	<i>Ratification Premium Amount</i>
Less than 1 year	\$750
1 year up to 5 yrs	\$1000
5 yrs up to 15 yrs	\$1,250
15 yrs up to 20 yrs	\$1,750
20 yrs or more	\$2,250

SIDE LETTER B
WAGE REALIGNMENT
Courtroom Assistant and Examiner/Investigator Classifications

This side letter shall be an addendum to the Memorandum of Understanding between LIUNA Local 777 and the Superior Court of California, County of Riverside, effective March 14, 2006. This side letter shall become effective March 14, 2006 and shall expire September 14, 2009.

Base Wage Adjustment of 3% to the classifications of Courtroom Assistant and Examiner/Investigator shall take effect the first pay period following March 14, 2006.