

MEMORANDUM OF UNDERSTANDING

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**



AND



**Service Employees International Union
Local 1997**

JANUARY 23, 2006 – JANUARY 23, 2010

**Bargaining Units:
Professional
Para-Professional
Supervisory**

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DEFINITIONS

Arbitration Third Step meeting in the Grievance Process; grievance heard by an outside neutral third party (Arbitrator).

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

Continuous service, continuous employment and similar terms, shall mean the continuing service of a permanent employee in a continuing payroll status, without interruption except for authorized leave of absence.

Court shall mean the Superior Court of California, County of Riverside.

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

Designee shall mean by authorization of the Court Executive Officer.

Employees shall mean all persons employed by the Superior Court of California, County of Riverside, belonging to bargaining units represented by SEIU.

Full time employees shall mean employees whose positions require the number of hours usual or prescribed for normal permanent Court employment. All positions shall be full time unless otherwise designated or unless the compensation is fixed upon the basis of part time work.

Human Resources Director shall mean the Human Resources Director of the Superior Court of California, County of Riverside, or designee.

Part time employees shall mean employees in positions that are designated part time or for which compensation is fixed upon a basis of part time work.

Pay period means 14 calendar days from Thursday (starting at midnight Wednesday) to midnight of the second Wednesday thereafter, and refers to the period for computing compensation due for all normal working shifts ending during that period.

Position shall mean any office or employment to which a group of duties and responsibilities is assigned or delegated by competent authority, the performance of which requires the full time or part time employment of one person.

Probationary employee means a regular employee who has not completed the initial probationary period as designated in this Memorandum, in a paid status in a position following initial employment. Probationary employee also means a regular employee who has not completed the required probationary period as designated in this Memorandum, in a paid status in a position to which they have been promoted, transferred or demoted following completion of the initial probationary period.

Promotion shall mean 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 higher grade whether in the same or different department.

Regular employee shall mean an employee who has served the initial probationary period as established by this MOU and who is then recognized to have property rights to hold a position established by the court on an ongoing basis.

Regular position means a position established by the Court on an ongoing basis, as distinct from a temporary position.

Temporary employee means an employee who is not a regular employee and therefore has no property rights to a position.

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

Working day means each day on which an employee performs a normal working shift, and including holidays as specified herein which fall on days of their normal working shift. It does not include Saturday or Sunday, or equivalent normal days off for persons regularly employed on other than the usual working week basis of Monday through Friday.

ARTICLE I
TERM

Section 1. _____ Term

This Memorandum of Understanding (Memorandum) sets forth the terms of agreement reached between the Superior Court of California, County of Riverside, and Service Employees International Union, Local 1997 (hereinafter referred to as SEIU) as the Exclusive Employee Organization for employees in those representation units described under Article II, Recognition. This Memorandum of Understanding is in effect from January 23, 2006 through midnight on January 23, 2010.

Section 2. _____ Successor Agreement

In the event SEIU desires to negotiate a successor Memorandum, SEIU shall serve on the Court during the period from 120 days to 90 days prior to the expiration of this MOU, its full and written request to commence negotiations as well as its written proposals for such successor Memorandum.

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 SEIU's proposals unless otherwise agreed to by the Court and SEIU. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

ARTICLE II
RECOGNITION

This Memorandum shall apply only to persons employed as Regular full-time or Regular part-time employees in classifications within the following bargaining units:

- A. Professional
- B. Para-professional
- C. Supervisory

The terms "employee" or "employees" as used in this Memorandum shall refer only to employees employed by the Court in those classifications included in said unit.

ARTICLE III
FULL UNDERSTANDING, MODIFICATION, AND WAIVER

A. This Memorandum sets forth the full and entire understanding between the Court and SEIU regarding the matters set forth herein and any other prior or existing understandings or agreements by the Court and SEIU, 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 in the Court shall continue in effect.

C. It is the intent of the Court and SEIU that this Memorandum be administered in its entirety in good faith during the full term of this Agreement. 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 SEIU. Where the Court finds it necessary to make such changes, it shall notify SEIU indicating the proposed

change prior to its implementation.

D. If any such changes significantly affect the working conditions in the SEIU 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 SEIU requests to negotiate with the Court, the Court and SEIU 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 SEIU of such changes as soon as practical. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

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.

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 or SEIU unless made and executed in writing by the Court and SEIU 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 workweek of 40 hours after giving a one pay-period written notice to the representative if any of the employees will be affected.

B. SEIU agrees that the Court retains the right to modify employee schedules in a manner that will support the immediate opening of Court offices and facilities on a Monday through Friday operating schedule.

C. SEIU agrees that the Court may further modify employee schedules so as to guarantee effective provision of Court services during each day of the five-day week.

Section 2. Overtime

A. Overtime work is authorized work in excess of 8 hours in one day, or in excess of the maximum hours of the established work day in other than a normal workweek, or in excess of 40 hours in a work week, or work performed when the employee is called back to meet an emergency on a holiday. It does not include regularly scheduled work on a paid holiday for which the employee is entitled to equal compensatory time off.

B. Authorization for Overtime Work: The Court Executive Officer or designee may authorize performance of overtime work. It 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. There shall be no favoritism in the assignment of overtime work.

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 in each workweek, with justification in each case, and shall also include compensatory time off. The daily record for an employee in a normal paid working status may be kept on a negative basis, that is, with no entry except for overtime, compensatory time off, sick leave, vacation, leave of absence and like items.

The initial record, any secondary records, such as a summary of the work week or of the pay period, or other compilation from the initial record, and the Court departmental copy of the attendance report for each pay period together with any subsequent correcting reports, shall be preserved and retained in a condition to be audited for the three most recent full fiscal years, and thereafter until any official inquiry concerning the same has been finally concluded.

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 for Overtime Work: Accumulated overtime credit in excess of 120 hours at the end of any pay period shall automatically be paid for. Accumulated overtime credit in excess of 40 hours may at the employees election, be credited as compensatory time off as provided herein, or the employee may elect to be paid such overtime. Accumulated 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. With approval of the Court Executive Officer or designee, accumulated overtime credit of 120 hours or less may be paid. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon termination, accumulated overtime credit shall be paid.

F. Fringe Benefits not Affected by Overtime: Overtime work shall not be a basis for increasing (vacation or PTO leave benefits), nor shall it be a basis of advancing completion of the required period for probation or salary step advance. Where overtime results from necessary irregular work schedules, it may be included in computing the minimum time for salary step advance that would otherwise be delayed beyond the normal period.

G. Overtime Provisions of the Fair Labor Standards Act: Employees in classifications that are not exempt from the Fair Labor Standards Act shall be compensated for overtime consistent with the Act. Employees in classifications that are exempt shall receive compensation for time worked as compensatory time off at straight time, and there is no limit on accumulation.

The Court Human Resources Director and Counsel shall determine which classes of positions are exempt from the Fair Labor Standards Act.

H. Overtime during a 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. The 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 salary or classification plans at rates that 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 of the Court 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.

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 Court-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 differential compensation applies to regular hours worked. It does not apply to sick, vacation, PTO leave, or holiday pay (professional call or standby duty). 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.
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 on 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, an 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 tasks are no longer required of a designated bilingual position, the bilingual compensation shall be terminated by the Court. The Court will provide one (1) pay period's notice of the discontinuance of bilingual compensation.

F. When employees change work assignment, position, or job classification to a position not designated as bilingual, the Court will discontinue bilingual pay.

G. An employee shall not be eligible to receive more than one (1) type of bilingual compensation concurrently.

H. Bilingual pay shall not apply to Workers Compensation supplemental pay.

I. An employee in a designated bilingual position 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. Superior Court need;
2. Availability of a qualified replacement; and
3. Availability of another suitable assignment for the requesting employee.

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 otherwise provided.

B. Anniversary Date:

1. 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 one (1) year) in a paid status in the position not including overtime.
2. As a result of 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 six (6) months) in a paid status in the position not including overtime.
3. Re-employment at a rate other than that of the first step of a

grade shall be considered an original appointment for purpose of fixing the anniversary date.

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. Two pay periods before the anniversary date of each employee holding a regular position on a step basis, except as to an employee compensated at the rate of the highest step, the Human Resources Department shall notify the Deputy Court Executive Officer or applicable Manager in writing that the employee will be eligible for a salary increase.

1. Prior to the anniversary date, the Court Executive Officer or designee, after review with the employee involved, shall inform the Human Resources Director in writing on the appropriate form whether or not to allow the increase.
2. If the increase is disallowed, the form shall contain the signature of the employee acknowledging notice of the disallowance and the reasons therefore. The Court may disallow a step increase only after the performance evaluation is reviewed and approved by the Court Human Resource Director or a designee.
3. The Human Resources Director shall promptly act on each increase allowed and the employee shall be paid at the increased rate from the anniversary date.
4. If, through error, the anniversary date of an employee is overlooked or a notice herein required is delayed or omitted, a resulting failure to increase the compensation may be resolved, and the employee shall be paid at the increased rate from the anniversary date.
5. If the Human Resources Director or designee disallows such increase, the Human Resources Director or designee shall review the matter at least quarterly, and may allow the increase effective on the first day of any pay period after which the increase could have been allowed.
6. The responsibility for submitting a written allowance of increase, after disallowance, shall be with the Human Resources Director or designee. The anniversary date shall be postponed until an increase is allowed. Such salary increases shall be given only on the affirmative decision of the Human Resources Director or designee, which shall be made only on the basis of continued satisfactory performance in the position.

E. The approved anniversary salary increase shall be to the rate of the second next higher step if available, not to exceed the maximum of the salary grade.

Section 2. New Employees

A. Except as otherwise provided by this Memorandum, a new employee shall be appointed at the first step of the salary grade. With prior approval of the Court Executive Officer or designee, the Human Resources Director or designee may appoint a new employee in a specified class to any step within the salary grade 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.

B. When the Court Executive Officer or designee authorizes a position to be filled at such step higher than the first step of the grade, the Court Executive Officer may also advance all incumbents of positions in the same class earning less than the step so authorized to the same or one of said higher steps, fixing the minimum initial salary on such advanced step.

Section 3. Re-employment

A. The Court Executive Officer may re-employ a former regular employee in a classification that they previously occupied, provided they separated in good standing. They will be placed at the same step of the salary grade as the step applicable at the time they held that position.

B. 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.

C. Re-employment of Retired Persons: 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. 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 nor 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.

D. Whenever a former regular employee is or has been re-employed within twelve months after separation he/she may, with the approval of the Court Executive Officer or designee, be allowed to accrue PTO time not exceeding the amount thereof which was the accrual rate at the time of separation, and his/her anniversary date for step advance may be expressly fixed, subject to other provisions of this Memorandum relating to delay and disallowance thereof, by allowing credit for all or a portion of the applicable

period of service prior to said separation.

Section 4. Promotion

Promotion shall mean 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 higher grade whether in the same or different department.

A. On promotion, the salary shall be at a rate on the new salary grade that 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 this Article in Section 1B.

Section 5. Transfer

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

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

Section 6. Demotion

Demotion shall mean 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.

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 2080 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 the employee and the Court Executive Officer or designee. 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; but does not necessarily involve a change of salary grade.

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 this Article in Section 1B.

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.

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".

B. The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.

C. 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 determined as if the temporary promotion had not occurred. Any step increases that would have been due in their regular position shall be allowed.

Section 9. Conformance to Plan

A. 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 400 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 Human Resources Director or designee in writing.

B. If the employee is performing the duties of an existing higher-level vacant position; the Division shall immediately request the Court Human Resources Director to conduct an examination to fill the vacancy. The employee, if qualified, shall be promoted and receive a salary adjustment pursuant to applicable provisions of this MOU. If the employee is not qualified for the position, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated for any hours worked at the higher level beyond the 400 hours referenced above, and the time of his/her return to the former assignment.

C. If the employee is performing the duties of a position for which there is no existing classification, the Division shall request an expedited reclassification study by the Court Human Resources Department. If, upon completion of the study, Court Human Resources determines that the duties and responsibilities of the position warrant a reclassification, the position shall be reclassified appropriately and the employee, if qualified, shall be appointed pursuant to applicable provisions of his MOU. If it is determined that the employee is not qualified, or a more qualified employee is selected for appointment to the position, the employee shall be returned to his/her former position and be compensated at a rate 5.5% above their current rate of pay or the bottom step of the new classification, whichever is greater, for any hours worked at the higher level beyond the 400 hours referenced above, and the time of his/her return to the former assignment.

Section 10. Assignments

All assignments will be made in a manner that identifies the best candidate, consistent with Court requirements. This process includes one or more of the following: review of performance; personal interview; skills and ability assessment; professional qualifications; and seniority.

Section 11. Court Reporter Pay Differential for Real-time Reporting

A. Definition: The following differential pay shall compensate eligible employees for the performance of real-time reporting that is a skill in addition to those established by the Court for the employee's classification, when the performance of these skills is authorized and assigned by the Court Executive Officer or designee.

Court Reporters who meet the specified criteria shall be paid:

Court Real-time Assignment - A Court Reporter who signs a court agreement to perform real-time reporting shall be paid 3.0% of base pay per hour for hours actually worked performing real-time reporting.

A Court Reporter who successfully obtains National Court Reporter Association (NCRA) certification for real time reporting shall receive an 8.0% differential for hours worked performing real-time reporting. Court Reporters who receive this compensation are responsible for maintaining continuous membership to NCRA and fulfilling all continuing education requirements to maintain their NCRA/CRR certification and provide appropriate documentation to the Court annually during the month of June.

B. Method of Calculation: Pay Differentials shall be paid for hours actually worked performing real-time reporting (excluding absences in a paid or unpaid status) and do not apply to Personal Time Off, Vacation, Sick Leave, or Holiday Pay. Hours actually worked performing real-time reporting must be recorded on the employee's bi-weekly timesheet.

C. Eligibility: Employees must be in the Court Reporter classification and must possess the requisite qualifications, skills, and/or certifications determined by the Court to be necessary for the proper performance of real-time skills.

D. Certified Real-time Reporter: The Court shall compensate each Court Reporter who successfully obtains National Court Reporter Association (NCRA) Certified Real-time Reporter (CRR) certification. This compensation shall be paid, one time only in the amount of \$500.00 and shall be provided after the Court Reporter provides a copy of his/her current NCRA/CRR certificate to the Court. Court Reporters who receive this compensation are responsible for maintaining continuous membership in NCRA and fulfilling all continuing education requirements to maintain their NCRA/CRR certification.

Section 12. Job Sharing

The Court Executive Officer may authorize positions to be shared when such action is in the best interest of the Court and voluntarily entered into by employees. All job-sharing appointments will be in written format. If a job-sharer loses his/her job-sharing partner, he/she shall have sixty (60) calendar days to return to full-time status or to secure another job-share partner acceptable to the Court.

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 their 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 military leave 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:

1. Professional and Supervisory: The length of the initial probationary period is 2080 hours worked (approximately 12 months).

2. Para-professional: The length of the initial probationary period is 2080 hours worked (approximately 12 months).

C. Extension of Initial Probation: The Human Resources Director or designee, with the approval of the Court Executive Officer or designee, may extend the initial probationary period of an employee. Extensions of an initial probationary period are discouraged. Approval is made on a case-by-case basis and only for rare and extenuating circumstances.

1. The initial probationary period may be extended in 520-hour increments up to 2 times. A 2,080-hour initial probationary period may be extended once to 2,600 hours or twice to 3,120 hours.

2. If an employee changes classification by promotion, transfer or demotion during initial probation, extensions may also be made in the class to which promoted, transferred or demoted.

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 2080-hour initial probationary period following such promotion, demotion, or transfer. The 2,080 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 Change in Class or Lateral Transfer: During the first 2080 hours of service in a paid status following a promotion, transfer or demotion, a regular employee who held regular status at the time of the promotion, transfer or demotion shall, upon the Court Executive Officer or designee request, be returned to a position previously held. 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 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 military leave of absence.

Section 2. Employment of Relatives

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 may not directly supervise, or 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 within the first degree of consanguinity whether 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, or sister-in-law. This provision shall extend to registered domestic partners.

Should such relationship occur, the employee(s) may promote, transfer, or voluntarily demote to position(s) that the employee is eligible and selected to fill. The employee must accomplish the promotion, transfer, or voluntary demotion within 1,040 (approximately 6 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. Effective for all retirements on or after September 1, 2000, the provisions of Section 20042 (Single Highest Year) shall apply to all miscellaneous employees.

B. Public Employees' Retirement Systems (PERS) Contributions: Court employees shall pay the employees' 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. 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 SEIU 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. PERS Retirement - 3% at age 60 Option: Per the County's contract with PERS shall reflect the 3% at age 60-retirement option.

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 ability. The Court shall appoint all employees from among persons certified by the Human Resources Department as eligible for the respective positions. The Human Resources Department 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 Veterans Preference as may be adopted by the Court Executive Officer. The Court Human Resources Department shall administer the Veterans Preference Program.

Section 5. Non-Smoking Policy

Smoking in a Court facility is prohibited, except as specifically designated.

The Court may designate up to 100% of its unassigned vehicle fleet as non-smoking. Assigned vehicles are smoking or non-smoking at the discretion of assignee.

In order to assist employees, the Court/County has instituted a Stop Smoking Program for employees. Employees are authorized to attend the program without charge and on Court time. Employees who continue to smoke in non-designated areas may be subject to discipline under the Disciplinary Procedure up to and including discharge.

ARTICLE VII
LEAVE PROVISIONS

Section 1. Personal Time Off (PTO) Leave Bank

A. Regular full-time and regular part-time employees covered under this provision shall earn Personal Time Off (PTO) Leave according to each biweekly pay period of service according to the following schedule. Absence without leave and part-time employment shall cause said pay period's accrual of PTO Leave credits to be reduced on a pro-rata basis.

B. 1) Accrual Rates:		
	<u>YEARS OF SERVICE</u>	<u>BI-WEEKLY ACCRUAL</u>
0 - 3	(0 to 6,240 hours)	7.08 hours
4 - 9	(6,241 through 18,720 hours)	8.62 hours
10 or more	(18,721 or more hours)	10.16 hours

2) Effective February 2, 2006, employees appointed to classifications covered by this MOU shall accrue PTO according to the following schedule:

Accrual Rates:		
	<u>YEARS OF SERVICE</u>	<u>BI-WEEKLY ACCRUAL</u>
0 - 3	(0 to 6,240 hours)	5.08 hours
4 - 9	(6,241 through 18,720 hours)	6.62 hours
10 or more	(18,721 or more hours)	8.16 hours

C. Vacation Conversion: Any regular employee who transfers or promotes into a classification covered under the provisions shall have his/her accrued vacation balance converted to PTO Leave on an hour-for-hour basis at the time of such transfer/promotion.

D. 1) Maximum Accrual: Employees shall not accrue more than the total PTO Leave hours described below:

<u>YEARS OF COMPLETED</u>	<u>MAXIMUM</u>
<u>COURT/COUNTY SERVICE</u>	<u>ACCUMULATION</u>
Less than 5 years of service	480 hours maximum
5 to 10 years of service	960 hours maximum
More than 10 years of service	1440 hours maximum

It is the mutual responsibility of the employee and the Court to assure that no employee shall exceed said maximum accrual.

2) Effective February 2, 2006, employees appointed to classifications covered by this MOU shall not accrue more than the total PTO leave hours described below:

<u>YEARS OF COMPLETED COURT/COUNTY SERVICE</u>	<u>MAXIMUM ACCUMULATION</u>
Less than 5 years of service	400 hours maximum
5 to 10 years of service	525 hours maximum
More than 10 years of service	650 hours maximum

Section 2. PTO Leave Usage:

PTO Leave may be used to restore pay otherwise lost due to absence from work for personal reasons or illness.

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

B. In addition, when unscheduled usage of PTO Leave occurs, verification of the reason(s) for absence may be required from the employee. Any person absent from work shall notify his/her immediate supervisor on the first (1st) day of such leave and as often thereafter as directed by his/her supervisor in accordance with Court policy.

C. Any employee absent for a period of five (5) consecutive workdays due to illness or accident 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. PTO 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.

E. 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, 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.

F. Proof of Illness: When, in the judgment of the Court Executive Officer or designee, good reason exists for believing an employee may be abusing PTO Leave, the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed PTO Leave by producing a certificate from 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. 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 shall be provided in accordance with Court policy.

1. Employees on a medical certification program shall have their PTO Leave usage reviewed at least annually. If the review shows substantial improvement, they shall be removed from the category of having to provide the certificate for each absence.

2. 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, stating any duties an employee cannot perform and any restrictions or light-duty requirements.

Section 3. Payoff Upon Retirement or Separation:

Any regular employee who terminates or is terminated shall be paid for all accrued PTO Leave at the same rate as that received on the last day worked or last day of approved leave with pay.

Section 4. Prior Sick Leave Accruals

A. Effective December 14, 2000, current sick leave balances shall be frozen, provided, however, that up to 50% (1/2) of the sick leave balances for employees covered under the terms and conditions of this provision shall be converted to PTO Leave. The remaining sick leave hours may be used until the sick leave is exhausted, or upon retirement, disability retirement, or death of the employee, it may be paid as provided under the provision for Payout for Unused Sick Leave below.

B. Any regular employee who transfers or promotes into a classification covered under the provisions at the time of such transfer/promotion, have his/her sick leave balance converted and/or frozen in the manner described in (A) above.

C. Payout for Unused Sick Leave: 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 (PERS), unused accumulated sick leave shall be paid for at the rate of fifty (50) percent of the current salary thereof for each such person who has had five (5) 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 death of an employee, payment for residual sick leave balances shall be made in accordance with the Probate code.

D. Prohibition Against Employment While on PTO Leave: No person shall be permitted to work for compensation for the County or Court while on PTO Leave without prior approval of the Court Executive Officer.

Section 5. Retention of Excess Accruals

A. Employees who as the result of administrative error have incorrect PTO Leave accrual rates, which are subsequently adjusted and whose maximum accrued hours are then in excess of those provided under this MOU, shall be entitled to maintain such maximum accruals for a period of up to five (5) years. All employees exceeding the maximum shall cease to accrue additional hours until their balances are reduced below the established maximum.

B. Employees covered under the provision, who as the result of a change in classification are assigned to a bargaining unit represented by a recognized employee organization, and who have accrued PTO Leave hours, shall be permitted to retain those accrued hours as PTO Leave. Such hours may continue to be used for vacation, sick leave, or other approved leave, in accordance with the provisions of this Article. An employee who is no longer eligible to accrue PTO Leave as a result of a change in classification shall not be permitted to redeem PTO Leave, but may, at the time of separation from Court service, be paid for any remaining accrued PTO Leave under the provisions of this Article in effect at the time of his/her separation from Court service. If the employee's new classification is entitled to accrue vacation, he/she shall accrue hours at the rate specified under the applicable collective bargaining memorandum of understanding. The employee shall be permitted to retain any previously accrued and unused sick leave in his/her sick leave bank. The accrual and use of any sick leave accrued subsequent to the change in the employee's classification shall be subject to the provisions of the collective bargaining memorandum of understanding applicable to the employee's new classification.

ARTICLE VIII
MISCELLANEOUS LEAVES

Section 1. Bereavement Leave

The Court agrees to allow up to five (5) days of leave, three (3) of which will be paid and the additional two (2) days to be deducted from the employee's PTO Leave bank. Eligible employees must be in an active payroll status and be compelled to be absent from duty by reason of 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 a Registered Domestic Partner. The Court has the right to require proper documentation in support of the requested leave.

Section 2. Fitness for Duty

The Court Executive Officer or designee may, when in their judgment good cause exists, order an employee off work until such time as the employee is able to present the Court Executive Officer or designee, a physician's certificate stating that the employee is able to return to work without impairing the health of the public, the employee's health, or the health of other employees of the Court.

When the Court Executive Officer or designee orders an employee off work, the employee, may either: 1) request that he/she, at the Court's expense, be referred to the Court's agent legally authorized to provide health care, or 2) the employee, may obtain a medical certificate from a person legally authorized to provide health care services at their own expense.

If an employee has no sick or PTO leave balances, the employee will then be absent from work at the discretion of the Court Executive Officer or designee. Should the health care provider determine that the employee is able to return to work during the shift from which he/she was ordered off work, the employee shall not be charged with such absence.

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 that will increase the employee's usefulness on return to the Court; or
4. Personal reasons acceptable to the authority whose approval is required, i.e., Court Executive Officer.

B. A leave of absence up to 160 hours in one calendar year may be granted to any employee by the Court Executive Officer. Such leave shall be reported as leave of absence via Court payroll. The Court may require the leave of absence to be for a special period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave, as required by the Court Executive Officer.

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. Official Leave of Absence: A regular employee may request an Official Leave of Absence exceeding 160 hours, but not exceeding one year (2,080 hours). Official Leave of Absence may be granted upon written request on behalf of the employee, specifying the period and reason to the Court Executive Officer. Any Official Leave of Absence granted shall be for a specified period and appropriate conditions may be imposed such as the employee providing sufficient medical documentation or other evidence documenting the leave as required by the Court Executive Officer or a designee.

E. Such leave may be extended upon further written request containing justification; therefore, 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 will be required.

F. Nothing herein shall prevent the earlier return to duty by the employee, except the Court Executive Officer or designee may require two weeks advance notice of the employee's intention to return.

Section 4. Military Leave

Absences on account of military duty are governed by provisions of the Military and Veterans Code. California Military and Veterans Code, Section 395, and the United States Code, Title 38, CH43

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 Riverside Superior Court.

Sections 6. Witness Appearance

A. 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, but any witness fees received shall be paid to the Riverside County Superior Court, together with any mileage allowed if Court transportation is used.

B. Any employee designated non-exempt from Fair Labor Standards Act (FLSA), absent, as a witness in a private matter, shall not be entitled to be paid 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 credit, PTO, or holiday leave credit for the period of time off work due to the emergency.

Section 8. Abandonment/Automatic Resignation

A. Absence without leave of any employee, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from Court service, provided the employee, upon written Court notification, 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 finalization of the resignation and must contain an opportunity within three (3) working days of service for the employee to respond. A second notice, after the time to respond has passed or after the employee has given an unsatisfactory explanation, must be sent to the employee, stating the effective date of the abandonment/automatic resignation. 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.

B. An employee may, within ten (10) calendar days of service of the second letter from the Court, request reinstatement in writing from the Court Human Resources Director. If denied by the Human Resources Director, reinstatement may be granted only if the employee makes a satisfactory explanation to a Mediator from the State of California Mediation and Conciliation Service for the absence and/or the failure to obtain an approved leave of absence, and the Mediator finds the employee is ready, able, and willing to resume the discharge of the duties of the position.

1. Appeals shall be heard by a person assigned by the State Conciliation Service. The Conciliator's decision may be verbal or in writing. The decision of the State Conciliation Service shall be binding on both Court and SEIU, neither of which shall have the right of further appeal.

2. Only the employee and one (1) non-attorney representative and the Court Manager or nee, 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 may also have a non-attorney representative. 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 Court and SEIU shall have the right to offer evidence by witnesses at the hearing

subject to the discretion of the impartial party. The Conciliator or mutually agreed upon impartial party may consult with witnesses informally and otherwise investigate the controversy.

4. The judgment of the Conciliator shall be rendered within five (5) working days of submission of the controversy to him/her. The Court and SEIU may mutually agree to extend the time in which the judgment may be rendered.

5. The Conciliator's authority shall be limited to deciding the issues submitted by the Court and SEIU. The Conciliator shall have no jurisdiction or authority to add to, delete from or modify any written provisions of this Memorandum of Understanding.

6. 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 the Court and SEIU.

Section 9. On-The-Job Injury or Illness

An employee who suffers an injury or illness which entitles him/her to benefits under the Workers' Compensation Law, and for which they actually receive or obtain medical treatment, shall be entitled to full compensation for the first ten (10) calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including for this purpose, the values, successively, of the accrued compensatory time off for overtime and accrued vacation credit. During a period of temporary disability and in the proportion that the employee is paid for the difference between the temporary disability payments and the regular compensation, he/she shall continue to accrue sick leave and vacation benefits at the regular rate.

The right is reserved to make later adjustments as between salary and disability benefits to conform to the Workers' Compensation Law, or to conform to later development of facts, including the right to recover any overpayment directly or from future earnings.

An employee may use available PTO, available vacation, available sick leave and available comp time in the event of substantial doubt whether the disability is compensable pursuant to applicable statute.

ARTICLE IX
HOLIDAYS

Section 1. Paid Holidays

A. Only regular and probationary employees in a current paid status shall be eligible for paid holidays.

B. Court Holidays
January 1, New Year's Day
Third Monday in January, Martin Luther King, Jr. Day
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 (unless otherwise appointed)
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 when such date falls on a Sunday.

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

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

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

F. 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. Payment for the holiday at the regular rate of pay not to exceed eight (8) hours.

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

H. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to equal compensatory time off for such a holiday.

An employee with accumulated holiday credit may, with the approval of the Court Executive Officer, specify the dates of at least three (3) working days during the next two (2) succeeding pay periods that the employee desires to take as holiday compensatory time off. The Court Executive Officer may authorize compensatory holiday time off for all or any portion of the dates specified, but shall authorize at least one of the three (3); provided however, that, if in the Court Executive Officer's judgment, such day or days will create a demonstrable hardship to the department; in that event, the employee, within seven (7) days after notification by the Court Executive Officer, shall specify three (3) other working days, at least one (1) of which shall be granted. Unless otherwise agreed to by the employee, the Court Executive Officer shall not authorize time off less than eight (8) hours. If an employee, after being requested by the Court Executive Officer, refuses or neglects to specify the time they desire to take as compensatory holiday time off, as herein provided,

the Court Executive Officer may schedule compensatory holiday time off for the employee.

ARTICLE X
FLEXIBLE BENEFIT PROGRAM

Section 1. Flex Benefit Program

A. The following provisions shall be effective at the beginning of the month the Memorandum of Understanding is signed, provided the MOU is ratified within 30 days after being signed by the Court and SEIU. 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.

A. PEMHCA 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 Superior Court of California, County of Riverside (as Administrator of Health Benefits for 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 this Article in Section 1B.

Benefit Year 2006 (effective February 1, 2006)

Employee Only - \$425.00
Employee Plus One - \$490.00
Employee Plus Two or More (Family) - \$595.00

Benefit Year 2007 (effective December 1, 2006)

Employee Only - \$470.00
Employee Plus One - \$540.00
Employee Plus Two or More (Family) - \$655.00

Benefit Year 2008 (effective December 1, 2007)

Employee Only - \$520.00
Employee Plus One - \$595.00
Employee Plus Two or More (Family) - \$720.00

Benefit Year 2009 (effective December 1, 2008)

Employee Only - \$575.00
Employee Plus One - \$655.00
Employee Plus Two or More (Family) - \$795.00

D. 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	\$425.00
Medical and Hospital Plan Premium	-\$292.00
Dental Insurance Premium	<u>-\$ 20.00</u>
Cash Back	\$113.00

E. 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 January 23, 2006, the employee has waived the Court-offered medical and hospital insurance coverage and continuously remains in waived status. This contribution includes the \$25.00 PEMHCA payment as referenced in this Article XXI, 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>\$ 240.00</u>
Cash Back	\$ 85.00

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 January 23, 2006 shall be eligible for cash back of \$128.00 per month.

F. 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 this Article XXI, 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 4.

Section 3. Life Insurance

The Court shall provide a \$25,000 basic life insurance policy to each employee of this unit.

Section 4. Disability Insurance

A. The Court provides a Short Term Disability Insurance Program.

B. The Court provides a Long Term Disability Insurance Program for the employees in designated supervisory classifications covered by this Memorandum of Understanding.

ARTICLE XI
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 Trial Court Travel Reimbursement Policy. 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

Employees who are required to use their personal vehicles for Court business shall be reimbursed at the mileage rate provided by the Trial Court Travel Reimbursement Policy. Adjustments to the Court rate, if any, shall be made pursuant to the Trial Court Travel Reimbursement Policy established rate.

Section 3. Moving Expenses – Current Employees

The Court Executive Officer or designee may authorize payment of all or part of the actual and necessary expenses hereafter incurred for moving the household and immediate family of an employee from one part of the county to another, when the

headquarters of the employee is permanently changed for the convenience of the Court. This provision shall not be granted more than once in any one year. If the employee voluntarily terminates employment with the Court within one year of the payment of the expenses set forth herein, the employee shall, within 30 days of the effective date of the voluntary termination of employment with the Court, reimburse the Court the full amount of any payment received by the employee for the expenses set forth herein.

Section 4. Continuing Legal Education

All employees, whose classification requires active status in the State Bar of California, must complete the minimum continuing legal education requirements, pursuant to State Bar of California, Rules and Regulations. Contingent upon the availability of funds, employees shall be reimbursed up to \$1,500 in a three (3) year period for approved continuing legal education courses. Court approval must be obtained prior to enrollment and/or attendance in any continuing legal education courses. Court retains the discretion to determine the provider of the Court approved continuing legal education courses.

Section 5. Reimbursement of State Bar Dues

- A. The Court shall reimburse or pay directly to the State Bar of California, the cost of State Bar of California 'Bar' dues for each employee for whom bar membership is required as a condition of employment.
- B. In the event the Court elects to pay directly, each affected employee must provide the original remittance portion of his/her bar dues statement to the person designated by the Court, at least four (4) weeks before the last day upon which the dues become delinquent. If an employee's bar statement is not received four (4) weeks in advance, the Court may (1) make an exception and still directly pay the employee's dues; or at its option, (2) reimburse the employee for paying the dues himself/herself. Under no circumstances, however, shall the Court be liable for penalties/fines added to, or accumulated because of the late payment of bar dues, except when the Court is liable for the late payment.
- C. The Court will not reimburse any other Bar Association dues.

ARTICLE XII
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. 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 termination of a probationary employee, or the termination, suspension, demotion or written reprimand of a regular employee reviewable pursuant to other provisions of this Memorandum, or 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

A. 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 SEIU. SEIU Representatives shall be given reasonable access to work areas. The grievant is entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. Grievance Petition Form

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

Section 6. Filing Grievance Petition

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

Section 7. Consolidation

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

Section 8. Resolution

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

Section 9. Withdrawal

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

Section 10. Time Limits

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

Section 11. Resubmission

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

Section 12. Extension of Time

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

Section 13. Grievance Procedure and Steps

A. 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 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, SEIU 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, SEIU 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 SEIU, 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 XIII
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Regular Status

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

Section 2. Cause for Discipline

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 or willful violation of an Employee Regulation, or Code of Ethics regulation prescribed by the Court Executive Officer;
- F. Absence without leave;
- G. Conviction of either a felony, or any offense either 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 that adversely affects the employee's job performance or operation in the department in which they are employed;
 - M. Failure to maintain the license, registration, certification, 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;
 - N. Substance abuse in violation of the Court Alcohol and Drug Abuse Policy;
 - O. Violation of the Court Anti-Violence in the Workplace Policy.
 - P. Violation of the Court Sexual Harassment Policy.
 - Q. Violation of the Court Code of Ethics.

Section 3. 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.

Section 5. Review

The Court Executive Officer shall provide a procedure whereby the involuntary dismissal, demotion, reduction in compensation, or suspension of an employee, shall at the employee's request, be reviewed to determine whether such action was justified and should be upheld. The procedure shall include the right, after notice, to a hearing before a designated body or officer having power to affirm, revoke, or modify the action reviewed.

ARTICLE XIV
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, 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 any other action taken for disciplinary reasons, that directly affects the wages, hours, or working conditions of a regular employee.

C. The Court Executive Officer may for good cause extend the time for performance of any act required or permitted by this procedure, upon written request prior to expiration of the time fixed. A designated subordinate may exercise Powers of the Court Executive Officer.

Section 2. Administrative Leave

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

If the Court Executive Officer or designee is unable to complete the investigation within the fifteen (15) days referenced above, the administrative leave may be extended to a combined maximum of ninety (90) calendar days. The Court Executive Officer or designee will notify the employee as to what specific allegations are being investigated, and the Union will also be given written notification as to the extension. If the Court Executive Officer or designee does not approve the request for additional administrative leave, and when it is in the best interest of the Court, 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 until the investigation is completed. 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.

C. The administrative leave provisions of this Section do not apply to investigations related to, or resulting from, Fitness for Duty or Workers' Compensation related issues.

D. An employee placed on Administrative Leave pursuant to the provisions of this Section shall, unless otherwise directed, be required to contact his or her supervisor, or other designated party(s) at the start of each shift he or she would otherwise have been required to work and shall be required to return to work within twenty-four (24) hours of written notice by the Court Human Resources Director. It is also the employee's responsibility to ensure the department has his or her current address and, if applicable, home telephone number.

Section 3. Notice of Disciplinary Action

A. For regular employees, written notice of intent to take disciplinary action 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 and file 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. Appeals

Any employee may appeal any disciplinary action taken against the employee. The appeal shall be in writing and filed with the Court Executive Officer within ten (10) working days after the date of notification of action against which the appeal is made. An appeal shall:

A. Be accompanied by a copy of intent and final decision notice of disciplinary action served on the employee;

B. A brief statement of the facts and reasons for the appeal; and

C. 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

A. 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 Court and SEIU. The conciliator's decision may be verbal or in writing. The conciliator's decision shall be advisory on both the Court and SEIU.

2. Only the employee and one (1) non-attorney representative

and the Court Executive Officer or a designee and the Court 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 Court and SEIU. The Court and SEIU 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 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.

5. The judgment of the conciliator shall be rendered within five (5) working days of submission of the controversy to him/her. Provided, however, the Court and SEIU may mutually agree to extend the time in which the judgment may be rendered.

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

7. 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 the Court and SEIU.

Section 8. Hearing Procedure - Major Discipline

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

B. The Court and SEIU shall maintain a jointly negotiated list of no fewer than seven or more than 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. If the arbitrator chosen is unable to serve within a time frame acceptable to both Court and SEIU, the last name struck will serve as the arbitrator. As soon as possible, a representative from SEIU 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 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 may be represented by counsel or other representative, provided, however, if the employee is in a representation unit wherein an Employee Organization has been awarded exclusive recognition, unless represented by counsel, the employee may be represented only by the Exclusive Employee Organization.

E. It shall be the duty of any Court employee to attend a hearing and testify upon the written request of the employee, the department head, or the arbitrator, provided reasonable notice is provided. The Court Human Resources Director shall

arrange for the production of any relevant Court records. The arbitrator is authorized to issue subpoenas.

F. All appeal hearings involving the dismissal of an employee shall be reported by a stenographic reporter. All other appeals need not be reported but either the employee or the Court Executive Officer may, at their own expense, provide a reporter for the hearing.

G. The expenses of the arbitrator and transcripts, if required, shall be shared equally by the Court and SEIU. Each party shall make arrangements for and pay the 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. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

I. 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 Court and SEIU 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 that 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 benefit and outside earnings, which the appellant received since the date of discharge that 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.

8. Restoration of pay and benefits shall be made to employee within thirty (30) days after the arbitrator's decision is known.

Section 9. Evidence And Procedures Applicable to All Hearings

A. 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.

B. 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.

C. Irrelevant and unduly repetitious evidence shall be excluded.

D. 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, Court management, or employees of the Court 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.

E. Oral evidence shall be taken only on oath or affirmation.

F. Employees not testifying on their behalf may be called and examined on cross-examination.

G. The employee and the Court 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.

H. The hearing shall be a private proceeding between the Court, the employee and the employee organization.

ARTICLE XV
ANTI-STRIKE CLAUSE

It is hereby agreed that the SEIU shall not take part in, nor call, sanction, foster, nor support any strike, sympathy strike, work stoppage, slow-down, sick-in, nor interfere with the Court's operation during the term of this Memorandum.

Should a strike, sympathy strike, sick-in, picketing, boycott or any other interruption of work occur, the Court shall notify SEIU of the existence of such activity and

SEIU will take all reasonable steps to terminate such activity and induce the employees to return to work.

ARTICLE XVI
LAYOFF AND REINSTATEMENT

Section 1. Seniority

A. Definition of Seniority: Seniority shall be defined as 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 a department 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, termination, or removal from all departmental reinstatement lists. Seniority shall continue to accrue while an employee is on the layoff list.

Section 2. Reduction in Force

A. When it becomes necessary to reduce the work force within the Court, the Court Executive Officer shall designate the job classification(s) to be affected, and the number of employees to be eliminated. 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 laid off employees.

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);
2. Probationary new employees;
3. Probationary transfer employees, probationary promotional employees, and
4. Regular employees.

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

D. The Court Executive Officer or designee shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. The recognized employee organization shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. Only the Court shall give the official notice of layoff. 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 department, and was not removed there from for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the department 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.

G. The effected employee organization will be provided a copy of the final layoff list.

Section 3. Reassignment/Layoff

A. An employee not expected to be laid off may, in lieu of reassignment, elect to be laid off and be placed on the Court 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 Court 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

A. Prior to the effective date of layoff, every employee given notice of layoff for a period of 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.

B. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred to any division requesting recruitment for classifications from which the employees were laid off.

C. Employees who meet the minimum qualifications and have either been laid off or have been given layoff notices shall be referred first to divisions requesting recruitments for all other classifications within SEIU bargaining units.

D. Departments are required to notify the Court Human Resources

Department in writing 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 (c) above, shall be placed on Reinstatement Lists for all classifications of a currently equal or lower salary grade in which the employee ever held regular status.

B. Any vacancy to be filled within the Court shall be offered first, in order of greatest seniority, to individuals named on the Court 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 two (2) years 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. Status on Reinstatement: 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 leave 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 leave, and/or PTO
4. Placement on the salary grade at a step which is nearest former or current pay rate, whichever is higher, with the employee's hours in a step being the same number of hours which the employee had at the time of layoff.

Section 6. Re-employment

A. Status on Re-employment: Re-employment is defined as being employed by the Court into a regular position, while on the reinstatement list, other than that from which the employee had reinstatement rights. If re-employed while the employee's name is on a current reinstatement list, 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 shall be 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 leave, and/or PTO.

Section 7. Temporary Recall

The Court may elect to temporarily recall laid off employees in order of seniority from the reinstatement list, for a temporary period of not less than thirty (30) days and not to exceed 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. Should the temporary recall extend beyond 480 full time hours, a permanent recall shall be effectuated, if sufficient work remains. The recalled employee shall be eligible for benefits under Section 5.D.(4) of this Article.

Section 8. Reinstatement List Frequency

The Court Human Resources Department will provide to SEIU each quarter a reinstatement list of employees by classification, and date of hire.

ARTICLE XVII
DRESS CODE

The Court's support staff is here to serve our judicial officers and the members of the local community.

One way to communicate our attitude towards those we serve is by our general appearance and the way we dress. Understand that it is quite possible to compromise the Court's image as a service provider if an employees dress and demeanor is perceived as being unprofessional, unkempt, overly casual, slovenly, or in relatively bad taste based on acceptable professional and community standards.

The standard for our Court staff dress and comporment shall be consistent with professional service providers. Our appearance, therefore, must meet their most demanding standards while not distancing the occasional more relaxed expectation.

GENERAL GUIDELINES: Effective immediately the following general guidelines will apply at all times.

- A. Dress and grooming must conform to acceptable professional community standards and be consistent with the highest expectations of the most exacting people whom we serve.
- B. Dress and grooming will at all times be modest, professional, non-provocative and appropriate enough so as not to offend.
- C. Work clothes should not restrict. Rather, they should allow the worker to perform all tasks within their job specifications.
- D. Apparel should be clean and in good repair, buttons buttoned, zippers zipped, shirttails tucked in.

As a member of the Superior Court staff, you are a professional. You represent the court and the clothing you select reflects upon the court as a whole. The following guidelines are to be utilized in determining that staff of the Superior Court dress safely and appropriately for a professional business environment.

In general employees should be well groomed and adhere to acceptable standards of personal hygiene. Clothing should be clean and in good repair, reflecting professionalism and recognition of the office environment. Clothing and shoes should not impair the safety of the employee. Clothing should not be wrinkled, torn, dirty or frayed.

Any employee whose duties require regular contact with the public, whose workstation is subject to public view or who must make regular trips to the courtroom will be expected to wear business apparel appropriate for the position.

An employee whose duties require regular work which involves; bending, lifting and/or moving heavy objects, working in storage areas, relocating furniture or equipment may dress appropriately for those activities. This includes the wearing of work boots, denim jeans (in good condition) and polo type shirts.

An employee who's assigned to work at any of the County Detention Centers may wear tennis shoes and clothing that is considered business casual. Examples of business casual are: Dockers and other makers of cotton or synthetic material type slacks, skirts, golf type shirts and shirts with short sleeve-and buttons down the front.

To assist in determining what is not considered appropriate business apparel, the following guideline is to be followed:

- Hats
- Shoes without heel straps
- Denim clothing of any color
- Shorts
- T-Shirts
- Tight or revealing clothing
- Excessively baggy clothing
- Sporting Attire
- Evening Wear
- Offensive Tattoos (includes tattoo containing nudity, foul language, drug or gang related symbols)
- Visible Body Piercing (other then ears)
- Clothing with potentially offensive words, terms, logos, pictures, cartoons or slogans (political or religious).

The Court Executive Officer or designee will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines. 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 XVIII **SEPARABILITY**

A. It is understood and agreed that this Memorandum is subject to all present and future applicable Federal and State laws and regulations 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 Court and SEIU agree and understand that the provisions of this Memorandum shall be interpreted to be consistent with the intent of such legislation. The Court and SEIU further agree and understand that this Memorandum shall not be interpreted so as to prevent the Court from adopting changes consistent with such legislation.

ARTICLE XIX **BULLETIN BOARDS**

Space may be made available to SEIU on departmental bulletin boards, provided such use is reasonable. Notices shall be dated and signed by a SEIU representative. The privilege does not extend to the individual members of an organization.

The posting and removal of bulletin board material must be maintained in a timely fashion. The Court, through the Court Human Resources Director, reserves the right to suspend or cancel bulletin board privileges for abuse.

ARTICLE XX **LABOR/MANAGEMENT COMMITTEE**

A committee comprised of labor and management shall be formed to address issues and coordinate information on a quarterly basis. This committee shall be comprised of at least three members of Court management, at least three Court employees that are represented by SEIU, and a representative of the Union.

ARTICLE XXI **RECOVERY OF PERSONAL LOSS**

The Court shall make every reasonable effort to assist employees in recovering for personal property as a result of theft or damage (not resulting from employee negligence) of equipment or supplies while on Court property.

ARTICLE XXII **MODIFIED AGENCY SHOP**

A. Upon the voluntary written authorization of representation unit employees, the Court shall deduct and remit the SEIU biweekly dues for members of SEIU. Current employees in the unit who are now SEIU members shall remain SEIU members for the period of this Memorandum. Employees who are hired after the effective date of this Memorandum, and who are in a job classification within the representation unit of SEIU covered by this Memorandum, shall within thirty (30) days from the date of commencement of duties, become a member of SEIU or pay to SEIU a fee in an amount equal to SEIU's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in this paragraph.

B. Dues withheld by the Court shall be transmitted to the SEIU Officer designated in writing by SEIU as the person authorized to receive such funds, at the address specified.

C. Membership dues withheld after SEIU has been notified by an

employee who has left an SEIU represented bargaining unit shall be entitled to receive all dues withheld from the date of notification pursuant to SEIU Local 1997 Policy. Dues shall be returned to the employee promptly.

D. The Court and SEIU agree that the obligations herein are a condition of continued employment for all unit members. The Court and SEIU further agree that the failure of any unit member to remain a member in good standing of SEIU or pay the equivalent of SEIU dues during the term of this Memorandum shall constitute, generally, just and reasonable cause for termination. 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.

E. No unit member shall be required to join SEIU 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 SEIU to satisfy their obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, and tax exempt under Section 501(c) (3) of the Internal Revenue Code (IRC), chosen by the employee.

F. Whenever a unit member shall be delinquent in the payment of dues or fees, SEIU shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Human Resources Director. In the event the unit member fails to cure said delinquency, SEIU shall request, in writing, that the Court initiate termination proceedings. The termination proceedings shall be governed by applicable State laws and are specifically excluded from the Grievance Procedure Agreement or termination procedures outlined in this Memorandum.

G. 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.

H. SEIU shall keep an adequate itemized record of its financial transactions and shall make available annually to the Court and, upon request to the employees who are members within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principle officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

I. The organizational security arrangement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to Government Code Section 71632.5(b).

J. SEIU will defend, indemnify and hold harmless the Court from any loss, liability or cause of action arising out of the operation of this article.

K. SEIU's indemnity obligation is more fully set forth as follows: SEIU 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, SEIU 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 compromised, resisted, defended, tried or appealed. Any such decision on the part of SEIU

shall not diminish SEIU's indemnification obligations under this Memorandum.

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

M. SEIU upon its compromise or settlement of such action shall immediately pay the parties for such action all sums due under such settlement or compromise. SEIU, 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 XXIII **STEWARDS AND REPRESENTATIVES**

A. Employees selected by the Union to act, as Union representatives shall be known as "Stewards". The Union shall designate one employee from each region to act as steward and one to act as alternate steward. The names of the employees selected as stewards, and the names of Local Union Representatives or International Representatives who may represent employees shall be certified in writing to the Court HR Department. Activities of the Union Stewards shall not interfere with their own or other employees' regular work assignments and shall be for a reasonable period of time. Contacts between stewards and employees of the Union shall be made outside working hours. Reasonable advance notice shall be given the supervisor when a steward desires to be away from their duty assignment. A steward may not leave their work assignment without prior approval of their supervisor. Request for Union representation shall not be unreasonably denied. Court Human Resources and SEIU Local 1997 will be notified as soon as possible if unresolved scheduling conflicts arise and the parties will make a good faith effort to resolve any such conflicts in a timely manner. A Union steward or representative shall have the right to attend all steps of the grievance procedure and the steward shall have no loss in pay for participating in the grievance process including investigations.

B. Visits: The Court agrees that official accredited representatives of the Union, shall have reasonable access to the unsecured areas of the Court during working hours for the purpose of assisting in the administration of this memorandum of understanding. Prior to entering any court facility, the union representative shall notify the Department of Human Resources in advance of their visit. Such access shall not disrupt the work of the Court employees.

ARTICLE XXIV **WAGES**

Effective February 2, 2006 all employees in the bargaining unit shall receive a 3.0% base wage increase.

Effective February 1, 2007 all employees in the bargaining unit shall receive a 2.5% base wage increase.

Effective January 31, 2008 all employees in the bargaining unit shall receive a 2.5% base wage increase.

January 29, 2009 all employees in the bargaining unit shall receive a 4.0% base wage increase.

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SIGNATURE PAGE

FOR SEIU LOCAL 1997



Linda Love, Union Representative

FOR THE SUPERIOR COURT



Inga McElyea, Court Executive Officer



Jim Duncan, Chief Negotiator

Signed this 23rd day of January, 2006 at Riverside, California

BARGAINING TEAM

FOR SEIU LOCAL 1997

Linda Love
Representative

Nancy Lyons
Research Attorney

Toni O'Neill
Sr. Court Reporter

Chris Bolanis
Pretrial Investigator

Lisa Sullivan
Court Mediator

Donna Albert
Court Services Supervisor

FOR THE SUPERIOR COURT

Jim Duncan
Chief Negotiator

Jana Douglass
Deputy Court Executive Officer

Joan Moody
Court Employee & Labor Relations Analyst

Corinne Vallieres
Court Personnel Analyst II

**SIDE LETTER A
HOLIDAY PTO ALLOCATION**

This side letter shall be an addendum to the Memorandum of Understanding between SEIU Local 1997 and the Superior Court of California, County of Riverside, effective January 23, 2006. This side letter shall expire at the end of the term of the above MOU.

In consideration for the agreement between the parties to discontinue Court holidays on December 24 and 31 when they fall on Monday, and December 26 and January 2 when they fall on a Friday, employees in paid status on July 1, 2007 shall receive a single allocation of twenty (20) hours of Paid Time Off (PTO). Eligible employees shall receive this payment after the first full pay period that includes July 1, 2007. Employees in paid status on July 1, 2008 shall receive a single allocation of twenty (20) hours of PTO. Eligible employees shall receive this payment after the first full pay period that includes July 1, 2008.

**SIDE LETTER B
RATIFICATION PREMIUM**

This side letter shall be an addendum to the Memorandum of Understanding between SEIU Local 1997 and the Superior Court of California, County of Riverside, effective January 23, 2006. This side letter shall expire at the end of the term of the above MOU.

Regular bargaining unit employees in service with the Court as of January 23, 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 January 23, 2006 shall not be eligible for any payment under the provisions of this side letter.

<i>Riverside Superior Court Service (As of January 23, 2006)</i>	<i>Premium Amount</i>
Less than 1 year	\$500
1 year up to 5 yrs	\$700
5 yrs up to 15 yrs	\$1,000
15 yrs up to 20 yrs	\$1,500
20 yrs or more	\$2,000

SEIU REPRESENTED CLASSIFICATIONS		
Job Description	Job Code	FLSA Status
Consolidated Court Branch Administrator	81078	N
Court Accounting Supervisor	81028	E
Court Accounting Supervisor I	81071	E
Court Accounting Supervisor II	81070	E
Court Accounting Technician	81029	N
Court Buyer	81031	N
Court Data Base Analyst I	81046	N
Court Data Base Analyst II	81047	N
Court Evaluator	81123	N
Court Mediator	81016	N
Court Operations Manager I	81002	E
Court Operations Manager II	81001	E
Court Programmer/Analyst I	81048	N
Court Programmer/Analyst II	81049	N
Court Programmer/Analyst III	81050	N
Court Programmer/Analyst IV	81051	N
Court Projects Supervisor	81005	E
Court Reporter	81040	N
Court Research Attorney I	81020	E
Court Research Attorney II	81019	E
Court Research Attorney III	81018	E
Court Services Investigator	81023	N
Court Services Supervisor I	81004	N
Court Services Supervisor II	81003	N
Court Support Services Supervisor	81032	N
Court Systems Administrator	81060	N
Court Systems Operations Supervisor	81062	N
Court User Technical Supervisor	81064	E
Court WEB Developer	81061	N
Drug Court Program Coordinator	81100	E
Mental Health Court Coordinator	81098	N
Senior Court Accounting Specialist	81121	N
Senior Court Accounting Technician	81074	N
Senior Court Mediator	81015	E
Senior Court Operations Manager	81027	E
Senior Court Reporter (13248)	81081	E
Senior Court Services Investigator	81022	N
Supervising Court Evaluator	81125	E
Supervising Court Mediator	81014	E
Supervising Court Reporter	81013	E
Supervising Court Research Attorney	81017	E
Supervising Court Services Investigator	81021	E
Supervising Probate Attorney	81106	E
Supervising Probate Examiner	81107	N