



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SUPERIOR COURT OF CA,

COUNTY OF SAN BERNARDINO

AND

TEAMSTERS LOCAL 1932 UNION

FOR THE PROFESSIONAL AND

SUPERVISORY BARGAINING UNITS

FOR THE PERIOD OF

2022 THROUGH 2025

MEMORANDUM OF UNDERSTANDING 2022-2025

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1.	RECOGNITION	1
ARTICLE 2.	ACCESS TO PERSONNEL RECORDS.....	1
ARTICLE 3.	ACCESS TO WORK LOCATIONS BY UNION	1
ARTICLE 4.	ACCIDENTAL DEATH AND DISMEMBERMENT	2
ARTICLE 5.	PROFESSIONAL DEVELOPMENT LEAVE	3
ARTICLE 6.	ANNUAL LEAVE.....	3
ARTICLE 7.	BENEFIT PLAN	3
ARTICLE 8.	BILINGUAL COMPENSATION	7
ARTICLE 9.	CATASTROPHIC LEAVE	7
ARTICLE 10.	CELL PHONE REIMBURSEMENT	8
ARTICLE 11.	CLASSIFICATION	9
ARTICLE 12.	DEMOTIONS	10
ARTICLE 13.	DISCIPLINE AND GRIEVANCE PROCEDURE.....	10
ARTICLE 14.	DISASTER SERVICE WORKERS.....	14
ARTICLE 15.	DUAL APPOINTMENTS	14
ARTICLE 16.	ELECTRONIC FUND TRANSFER	14
ARTICLE 17.	EMPLOYEE RIGHTS.....	15
ARTICLE 18.	EMPLOYER PAYROLL SYSTEM	16
ARTICLE 19.	EXPENSE REIMBURSEMENT	16
ARTICLE 20.	EXTRA-HELP EMPLOYMENT.....	16
ARTICLE 21.	FIT FOR DUTY	17
ARTICLE 22.	FULL UNDERSTANDING, MODIFICATIONS AND WAIVER	17
ARTICLE 23.	HOURS OF WORK	17
ARTICLE 24.	IMPLEMENTATION	18
ARTICLE 25.	JOB SHARING.....	18
ARTICLE 26.	LABOR-COURT TASK FORCE.....	19
ARTICLE 27.	LAYOFF	19
ARTICLE 28.	LEAVE PROVISIONS	21
ARTICLE 29.	LIFE INSURANCE	30
ARTICLE 30.	MANAGEMENT RIGHTS.....	30
ARTICLE 31.	MEAL PERIODS	31
ARTICLE 32.	MERIT ADVANCEMENTS	31
ARTICLE 33.	NON-DISCRIMINATION	32
ARTICLE 34.	OBLIGATION TO SUPPORT	32
ARTICLE 35.	OVERTIME.....	32

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
ARTICLE 36.	PAY PERIOD	33
ARTICLE 37.	PAYROLL DEDUCTIONS	33
ARTICLE 38.	PAYROLL ERRORS	33
ARTICLE 39.	PROBATIONARY PERIOD	34
ARTICLE 40.	PROMOTIONS	34
ARTICLE 41.	PROVISIONS OF LAW	34
ARTICLE 42.	RECRUITMENT/RETENTION SALARY ADJUSTMENTS.....	35
ARTICLE 43.	RE-EMPLOYMENT	35
ARTICLE 44.	RELOCATION.....	36
ARTICLE 45.	RENEGOTIATION	36
ARTICLE 46.	REST PERIODS	36
ARTICLE 47.	RETIREMENT SYSTEM CONTRIBUTIONS	36
ARTICLE 48.	RETIREMENT MEDICAL TRUST FUND	37
ARTICLE 49.	RETURN-TO-WORK COMPENSATION	38
ARTICLE 50.	SALARY ADJUSTMENTS	39
ARTICLE 51.	SALARY RATES AND STEP ADVANCEMENTS.....	40
ARTICLE 52.	SHORT-TERM DISABILITY	40
ARTICLE 53.	SPECIAL ASSIGNMENT COMPENSATION	41
ARTICLE 54.	STANDARD TOUR OF DUTY	41
ARTICLE 55.	TEMPORARY PERFORMANCE OF HIGHER-LEVEL DUTIES.....	42
ARTICLE 56.	TERM OF CONTRACT	43
ARTICLE 57.	TUITION REIMBURSEMENT AND MEMBERSHIP DUES	43
ARTICLE 58.	UNION LEAVE	44
ARTICLE 59.	UNION MEMBERSHIP	44
ARTICLE 60.	UNION STEWARDS.....	45
ARTICLE 61.	USE OF BULLETIN BOARDS	46
ARTICLE 62.	USE OF COURT RESOURCES	46
ARTICLE 63.	VOLUNTARY TIME OFF	47
ARTICLE 64.	WORK DISRUPTION	47
APPENDIX A	APPROVAL BY COURT JUDGES EXECUTIVE COMMITTEE	48
APPENDIX B	REPRESENTED BARGAINING UNITS.....	49
APPENDIX C	SALARY TABLE.....	50
MEMBERS' WEINGARTEN RIGHTS	BACK COVER	

**2022 – 2025 MEMORANDUM OF UNDERSTANDING
BETWEEN THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO,
AND
THE TEAMSTERS LOCAL 1932 CONCERNING THE EMPLOYEES IN THE
SUPERVISOR AND PROFESSIONAL UNITS**

PREAMBLE

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of Court business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

ARTICLE 1. RECOGNITION

The Superior Court of California, County of San Bernardino, hereinafter referred to as "Court," recognizes the Teamsters Local 1932 certified on April 15, 2019, hereinafter referred to as "Union" as the exclusive recognized employee organization for the employees in the employee classifications comprising said Units as listed in Appendix C hereof, as well as employees in such classes as may be added to these Units hereafter by the Court.

ARTICLE 2. ACCESS TO PERSONNEL RECORDS

Personnel records are confidential and access to personnel records of the employee shall be limited to the Court Executive Officer or designee. Employees currently employed by the Court, and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of the Court Executive Officer or upon the request of the employee and upon approval of the Court Executive Officer and the employee shall be so notified. Employees may request that disciplinary actions be purged from personnel records after one (1) year with no further occurrences of the same nature. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to the Court Executive Officer or designee.

ARTICLE 3. ACCESS TO WORK LOCATIONS BY UNION

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Teamster Business Agent(s) of the Union to confer with Court employees during working hours.

Therefore, the Business Agent(s) will be granted access to work locations during regular working hours to investigate and process grievances or appeals. The Business Agent(s) shall be granted access upon obtaining authorization from the Court Executive Officer or designee prior to entering a work location and after advising of the general nature of the business. However, the Court Executive Officer or designee may deny access or terminate access to work locations if in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of Court operations. The Court Executive Officer or designee shall not unreasonably withhold or obstruct timely access to work locations. The Court Executive Officer or designee shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the Court Executive Officer or designee shall establish a mutually agreeable time for access to the employee.

The Business Agent(s) granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the visit.

The Court Executive Officer or designee may mutually establish with the Business Agent(s) reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The Court shall not unduly interfere with the Union's right to access work locations.

ARTICLE 4. ACCIDENTAL DEATH AND DISMEMBERMENT

Any employee may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

EMPLOYEE COVERAGE	SPOUSE/DOM. PARTNER	DEPENDENT COVERAGE
		EACH CHILD
\$10,000	\$5,000	\$3,125
\$25,000	\$12,500	\$6,250
\$50,000	\$25,000	\$12,500
\$100,000	\$50,000	\$25,000
\$150,000	\$75,000	\$25,000
\$200,000	\$100,000	\$25,000
\$250,000	\$125,000	\$25,000
\$350,000	\$175,000	\$25,000
\$500,000	\$250,000	\$25,000

The Court agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the Court.

New employees shall become eligible to participate in these programs on the start of the pay period following completion of one thousand forty (1040) service hours of satisfactory service.

Note: All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

ARTICLE 5. PROFESSIONAL DEVELOPMENT LEAVE

ALL UNITS

Effective January 1, 2023, Professional Development Leave has no cash value. Any Professional Development Leave accrual balances in effect at the end of the last pay period of the calendar year will be forfeited and does not carry forward. Upon termination of employment, any unused Professional Development Leave will be forfeited.

Effective pay period one (1) of each year employees in this unit shall be credited with forty (40) hours of professional development leave. Professional Development Leave shall be available for use at the beginning of each calendar year to be used with a pro-rated amount of 1.54 hours per pay period. Any unused leave will, at the end of the calendar year, be forfeited.

Professional Development Leave will be scheduled under the same condition as Vacation Leave.

ARTICLE 6. ANNUAL LEAVE

SUPERVISORY UNIT

Effective pay period one (1) of each year, employees in this unit shall be credited with forty (40) hours of annual leave. Annual leave shall be available for use at the beginning of each calendar year. Annual leave will be separate from and in addition to any vacation or holiday leave. If any annual leave remains at the end of a calendar year, twenty-four (24) hours may be carried into the following year with a maximum accumulated limit of sixty-four (64) hours. There will not be any conversion to cash.

ARTICLE 7. BENEFIT PLAN

- (a) Employees in a regular position scheduled and paid for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this Section.
- (b) The biweekly amount of the Court-provided Benefit Plan shall be two hundred dollars [\$200.00] per pay period.
- (c) A non-retirement-earnable medical and dental subsidy for employees enrolled in the corresponding plan:

The Court shall provide the following subsidies for employees who enroll in Court sponsored medical benefit plan for all employee groups on a per-pay period basis:

<u>Plan Year 2023</u>	<u>Plan Year 2024</u>	<u>Plan Year 2025</u>
<u>EE only</u>	<u>EE only</u>	<u>EE only</u>
58% of the medical premium cost	58.5% of the medical premium cost	59% of the medical premium cost

<u>Plan Year 2023</u>	<u>Plan Year 2024</u>	<u>Plan Year 2025</u>
<u>EE + 1</u>	<u>EE + 1</u>	<u>EE + 1</u>
58.5% of the medical premium cost	59% of the medical premium cost	59.5% of the medical premium cost

<u>Plan Year 2023</u>	<u>Plan Year 2024</u>	<u>Plan Year 2025</u>
<u>EE + Family</u>	<u>EE + Family</u>	<u>EE + Family</u>
59% of the medical premium cost	60% of the medical premium cost	61% of the medical premium cost

For purposes of calculation of the medical subsidies participants in the Kaiser or PPO plan will receive a medical subsidy based on the current Kaiser rates. All other medical plan offerings will have a subsidy based on the non-Kaiser HMO plan.

The dental subsidy will be equivalent to one hundred percent (100%) of the Dental PPO Employee Only Plan [but not less than twenty dollars (\$20.00) per pay period].

The medical and dental subsidies will be applied prior to the Court-provided benefit plan of two hundred dollars (\$200.00).

- (d) Under no circumstances will the monetary value of the Benefit Plan be prorated.
- (e) Employees may choose to opt out of the dental plan.
- (f) Eligible employees shall be provided with a Benefit Plan established under Section 125 of the Internal Revenue Code. The purpose of the Benefit Plan is to provide employees with a choice between pre-tax and after-tax payroll deductions for health insurance, dental insurance, vision insurance, voluntary life (to the IRS-specified limit) and accidental death and dismemberment insurance premiums. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium. Any remaining Benefit Plan dollars are taxable cash to the employee.
- (g) Under this benefit, the Court will make available the existing health, dental, voluntary life (to the extent permitted by IRS) and accidental death and dismemberment insurance programs currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. All eligible employees must enroll in one health plan offered by the Court. Participation in voluntary life and accidental death and dismemberment insurance is voluntary. Employees who fail to elect health plan coverage will be automatically enrolled in the health plan with the lowest high-option biweekly premium rates available to them based on the geographical location of their primary residence. There are two (2) exceptions to the rule requiring enrollment in one of the Court's health plans:
 - (1) Employees eligible for the Benefit Plan who are also enrolled in a comparable group health plan sponsored by another employer may elect to discontinue enrollment in their Court sponsored health plan. Employees who make the election will receive the amount of the Benefit Plan dollars not applied to other eligible benefits as taxable cash. Employees who opt out of the medical and dental plan are not eligible to receive the medical and/or dental subsidies. Employees may elect to opt out of Court-sponsored health plan coverage within sixty (60) calendar days of becoming eligible for the Benefit Plan. The rules and procedures for electing to opt out of Court-sponsored health plan coverage will be established and administered by the Court's Human Resources Department. (The Court will designate same election opt-out periods as those designated by the County.) All employees electing to opt out must provide verification of other comparable group health plan coverage no less frequently than annually.

Employees who voluntarily or involuntarily lose their other group health plan coverage must make application to enroll in one of the Court-sponsored health plans within sixty (60) calendar days. If the loss is due to a qualifying event in accordance with Section 125 of the Internal Revenue Code, and the employee notifies the Court of the loss within the sixty (60) day period, the employee may enroll in the premium conversion option of the

Benefit Plan. Employees, who lose their other group health coverage as a result of a non-qualifying IRC Section 125 event and/or fail to notify the Court of their loss of group coverage within sixty (60) calendar days, will not be provided with the premium conversion option of the Benefit Plan. These employees will be required to pay their health insurance premiums on an after-tax basis until a subsequent Court open-enrollment period for the Benefit Plan is held. Employees who lose their other group health coverage have the option of adding their eligible dependents upon

- (2) An eligible employee whose spouse is also an eligible Court employee may elect coverage as a dependent on their spouse's Court health and/or dental insurance plan in lieu of individual employee coverage. Such elections must be made within sixty (60) calendar days of the employee's or spouse's eligibility for Court health and dental insurance. Request for an exception must be submitted in writing on an appropriate form approved by the Court. Change will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation.
- (h) Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining dependent status, such as birth, adoption or marriage. Notification must be submitted to the Court's Human Resources Department in accordance with procedures adopted by the Court. Employees with health and dental dependent coverage must maintain such coverage during the Plan Year. Dependent(s) may be removed mid-Plan year for the following: (1) Dependent(s) become ineligible for coverage under the insurance plan eligibility rules, e.g. divorce or over-aged dependent, (2) employee has an eligible change in status, e.g. loss or gain of spouse's employment, or (3) dependent(s) coverage is entirely paid on an after-tax basis through payroll deduction. Premiums for coverage will be automatically deducted from the employee's pay warrant. Under no circumstances will the insurance premiums be prorated.
- (i) Election of pre-tax and after-tax payroll deductions shall be made in a manner, time period, and on such forms as are provided by the Court's Human Resources Department.
- (j) Flexible Spending Accounts
 - (1) The Court will offer the IRS Section 125 plan Flex Spending Account-Healthcare to employees in regular positions and receiving a minimum of forty (40) hours per pay period or on an approved leave designated as Family Medical Leave. The Court will pay the administrative fees. For employees electing to participate in the plan, the minimum required deduction will be ten dollars (\$10.00) per pay period and the maximum allowable deduction pursuant to the IRS Guidelines, per pay period.
 - (2) Employees in regular positions and receiving a minimum of forty (40) hours of pay per pay period or on an approved leave designated as Family Medical Leave are eligible to participate in the Flex Spending Account-Dependent Care (hereinafter DCAP). DCAP allows eligible employees to elect to receive dependent care assistance benefits, which are excludable from gross income under Sections 129 and 125 of the Internal Revenue Code, as amended, and shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provision of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

Flexible Spending Accounts will be administered by the Human Resources Department.

An employee must contribute to Flexible Spending Account HC and/or DCAP through salary reduction. An employee election to participate shall be irrevocable for the remainder of the plan year except to the extent permitted under IRS Regulations. Employees who have roll over monies must re-enroll the following year for the minimum

amount in order to access the roll over monies. Failure to re-enroll will result in the monies being forfeited.

- (k) The Benefit Plan Year begins on January 1st. The Benefit Plan Year is approximately twenty-six (26) pay periods. All elections must remain in effect for the Benefit Plan Year.
- (l) Employees who become eligible after the beginning of the Benefit Plan Year shall begin participation on the first day of the pay period following the pay period in which they work forty (40) or more hours provided an approved election form is appropriately submitted.
- (m) Mid-year change of elections, including opting out may be authorized by the Court Executive Officer, or designee, as long as the change is made on account of or consistent with an employee's change in status as identified in Section 125 of the Internal Revenue Code. Employees are responsible for notification of mid-year change of elections due to status changes. Notification must be submitted to Court's Human Resources Department within sixty (60) days of the qualifying event. The Court Executive Officer or designee may permit mid-year change of elections if Court insurance premiums significantly increase during the Benefit Plan Year.
- (n) Elections may be changed for any reason during the Court's open enrollment period.
- (o) In no event will changes in elections be permitted except to the extent permitted under Internal Revenue Service rulings and regulations.
- (p) Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than forty (40) hours will continue to receive the benefits of this section for up to six (6) pay periods per episode of illness or injury. Employees who are on an approved Workers Compensation claim occurring January 1, 2006, or later shall receive the benefits of this section for up to thirteen (13) pay periods while off work due to that work injury and will be responsible for their employee portion of benefit deductions. Employees who are integrating paid leave time with Short Term Disability (STD) insurance provided by the Court shall receive the benefits of this Article under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than forty (40) hours but have available leave balances of forty (40) hours or more shall receive the benefits of this Article. Employees who are on an approved medical leave of absence without pay or on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the Benefit Plan dollars for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the monetary benefits of this Article unless on a medical leave or a Family Medical Leave Act eligible leave.

Employees who are out on an approved leave of absence, in order to continue to be eligible for benefits, shall pay on a monthly basis their employee portion of benefits when their paycheck does not cover their employee portion of benefit deductions.

- (q) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association (SBCERA).
- (r) The parties acknowledge that Congress is currently considering certain changes in the tax laws that could substantially change the tax results intended by this Article. If Congress enacts such legislation (or IRS Regulations under current law change) and this changes the tax results intended under this Article, this Article and the means of providing the Court's contribution will be subject to reopening of negotiations at the request of either party without any increased costs to the Court.
- (s) The Court will provide a vision care plan for all employees. The Court will pay the premium for employee only coverage. Employees will be able to purchase dependent vision coverage through the plan.

- (t) In the event the Union can offer a comparative medical benefit plan, available to all Court employees without any additional cost to the Court, the Court agrees to meet with the Union to consider the Union plan, without any commitment on acceptance of such plan.

ARTICLE 8. BILINGUAL COMPENSATION

Employees in positions designated by the Court Executive Officer which require employees as a condition of employment to perform bilingual translation as a part of their regular duties shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by the Court to be eligible for compensation. Compensation shall be fifty dollars (\$50.00) per pay period. An employee on an unpaid leave of absence for an entire pay period or paid leave for longer than thirty (30) days is not eligible to receive bilingual compensation.

ARTICLE 9. CATASTROPHIC LEAVE

- (a) The definition of Catastrophic Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee, employee's spouse, registered domestic partner, child, parent, mother-in-law and father-in-law. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Catastrophic Leave. A statement from the employee's treating physician, subject to review by the Court Executive Officer or designee, is required.
- (b) The employee must have regular status with the Court or one (1) year of continuous service in a regular position with the Court. Continuous county service immediately prior to Court service will count toward the one (1) year.
- (c) The employee must meet all of the following criteria before he or she becomes eligible for Catastrophic Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) Have exhausted all available leave balances.
- (d) An employee is not eligible for Catastrophic Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for state disability insurance and/or Short-Term Disability must agree to integrate these benefits with Catastrophic Leave.
- (e) Vacation, holiday, professional development leave or annual leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of two (2) hours not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, professional development leave, annual leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the Court Executive Officer or designee. The employee (donee) receiving the Catastrophic Leave will be taxed accordingly.
- (f) The donation is to be for the employee's Catastrophic Leave only; the donation to one employee is limited to a total of one thousand forty (1040) hours per fiscal year.
- (g) The employee on an approved Medical Leave of Absence who is receiving Catastrophic Leave can continue to earn benefit monies per the forty (40) hours per pay period requirement of the Benefit Plan Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee. An employee receiving leave under this program is eligible for receipt of any

accruals such as vacation, professional development leave, annual leave, sick leave or retirement credit.

- (h) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (i) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
 - (1) Employees who resign or die while on Catastrophic Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Catastrophic Leave at time of resignation or death in accordance with payroll procedures established by the Court.
 - (2) An employee on Catastrophic Leave who has received the approval of his/her physician to return to full time work shall have all unused Catastrophic Leave converted to an equal amount of sick leave which will be available to the employee according to the applicable Sick Leave Article of the Memorandum of Understanding.
 - (3) An employee on Catastrophic Leave who has received the approval of his/her physician to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Catastrophic Leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.
- (j) The donation shall be administered on a specific basis where so designated with instances charged to the Catastrophic Leave donation for the actual administrative costs.
- (k) Solicitation of donors shall be regulated by the Court Executive Officer or designee; names of donors are to be confidential; the privacy rights of the donee upheld per legal requirements.

All donors and donees shall sign release forms designed, retained and effected by the Court Executive Officer or designee.

ARTICLE 10. CELL PHONE REIMBURSEMENT

SUPERVISORY UNIT

Employees whose position requires the ongoing supervision of employees and in conjunction with their essential functions are required to make business calls, send and receive e-mail and text messages will be eligible to receive a monthly stipend not to exceed forty dollars (\$40) for the use of one's personally owned cell phone for court related business. Employees receiving a cell phone stipend must be available to the court during normal business hours, by phone, text and e-mail for work related communication and provide their cell phone number to their supervisor, and other staff as determined by their supervisor.

Employees receiving a cell phone stipend must bear the responsibility for payment to the service provider for any and all costs and fees related to the cell phone plan. The employee shall also be responsible for adhering to all terms and conditions within the service provider contract. Any equipment, insurance or similar charges related directly or indirectly to the cellular services shall be the sole responsibility of the employee receiving the stipend. The employee is responsible for the cell phone purchase, replacement or upgrades, all device usage and service costs including extra costs, all maintenance and support costs (other than support for the link to the court's email system).

The stipend shall be paid monthly on the second pay check of each month to the approved employees. The stipend will not be paid in fractions or partial amounts and is subject to all applicable withholdings and payroll taxes such as Federal, State, and Medicare. In the event an employee's classification or bargaining unit changes they are no longer qualified to receive the stipend, the cell phone stipend will be

cancelled. Failure to be responsive may result in the removal of the cell phone stipend. An employee on an unpaid leave of absence for the entire pay period or paid leave for longer than thirty (30) days is not eligible to receive the cell phone stipend.

Employees qualified to receive a cell phone stipend are required to provide and maintain their own cell phone with voice and data capabilities. To initiate the stipend process, employees must complete the Employee Cell Phone Stipend Authorization Form within two weeks following the ratification of this MOU, and every July 1 annually thereafter, with approval from the following: the respective Manager and Deputy Court Executive Officer.

PROFESSIONAL UNIT

Employees whose position requires travel between court locations or to non-court locations and in conjunction with their essential functions are required to make business calls, send and receive e-mail and text messages will be eligible to receive a monthly stipend not to exceed forty dollars (\$40) for the use of one's personally owned cell phone for court related business. Employees who are receiving a cell phone stipend must be available to the court during normal business hours, by phone, text and e-mail for work related communication and provide their cell phone number to their supervisor, and other staff as determined by their supervisor.

Employees receiving a cell phone stipend must bear the responsibility for payment to the service provider for any and all costs and fees related to the cell phone plan. The employee shall also be responsible for adhering to all terms and conditions within the service provider contract. Any equipment, insurance or similar charges related directly or indirectly to the cellular services shall be the sole responsibility of the employee receiving the stipend. The employee is responsible for the cell phone purchase, replacement or upgrades, all device usage and service costs including extra costs, all maintenance and support costs (other than support for the link to the court's email system).

The stipend shall be paid monthly on the second pay check of each month to the approved employees. The stipend will not be paid in fractions or partial amounts and is subject to all applicable withholdings and payroll taxes such as Federal, State, and Medicare. In the event an employee's classification or bargaining unit changes they are no longer qualified to receive the stipend, the cell phone stipend will be cancelled. Failure to be responsive may result in the removal of the cell phone stipend. An employee on an unpaid leave of absence for the entire pay period or paid leave for longer than thirty (30) days is not eligible to receive the cell phone stipend.

Employees qualified to receive a cell phone stipend are required to provide and maintain their own cell phone with voice and data capabilities. To initiate the stipend process, employees must complete the Employee Cell Phone Stipend Authorization Form within two weeks following the ratification of this MOU, and annually thereafter, with approval from the following: The employee's immediate supervisor/manager and Deputy Court Executive Officer.

ARTICLE 11. CLASSIFICATION

Section 1. Purpose

Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each Court position for the purpose of recruitment, compensation, and organizational structuring.

Section 2. Upgrading

An upgrade is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as the result of such classification, such employees' step placement in the new salary range shall be governed by the Article in "Promotions."

Section 3. Downgrading

When a position is downgraded, the Court Executive Officer or designee may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on the "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

ARTICLE 12. DEMOTIONS

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower.

A promoted employee who returns to his/her former classification from which they were promoted during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

A probationary employee who voluntarily demotes to a different classification from which the employee was promoted shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee with regular status who voluntarily demotes to a lower classification shall be returned at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee who demotes to a trainee classification for which the journey level position is higher than the classification he/she demoted from, shall retain the same salary rate. Such an employee will be placed on the "X" step if necessary, and the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

An employee, whose position is downgraded as a result of a classification study, may be placed on the "X" step as set forth in Article 11 "Classification" with the approval of the Court Executive Officer or designee.

An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion.

ARTICLE 13. DISCIPLINE AND GRIEVANCE PROCEDURE**Section 1. Purpose**

The Court and the Union fully realize the importance of a viable grievance procedure to aid in the resolution of disputes and resolve disciplinary actions. It is recognized that conditions may arise which can create employee dissatisfaction, and that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a Court employee.

Section 2. Definition

A grievance is any dispute between Court management and an employee, group of employees or the Union, which involves the interpretation or application of any provision(s) of this Memorandum of Understanding including discipline, excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of a Court official shall be final, the

interpretation and application of those provisions not being subject to the grievance procedure. The Union may not independently submit or process a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision.

Section 3. Exclusions

All matters are excluded which deal with the Articles, "Management Rights," Temporary Performance of Higher Level Duties, Special Assignment Compensation (SAC), concerning compensation; federal or state statutes, rules or regulations. Union may represent the grievant at any step of the grievance procedure.

Section 4. Consolidation

To avoid the necessity of processing similar grievances one at a time, similar grievances shall be consolidated whenever possible.

Section 5. Representation

The Union may represent the grievant at any step of the grievance procedure. Aggrieved employee(s) may represent themselves or may be represented by a Teamster Business Agent and/or Union Steward. This representation may commence at any step in the Grievance Procedure. A representative of the Court Executive Office may be in attendance at any step in the Grievance Procedure. The Court agrees within reasonable limits to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in the handling of real and prospective grievances.

The Union may have up to two (2) Union representatives present in a Skelly meeting for training purposes. The Union will notify the Court of the names of the attendee(s) two (2) day prior to the scheduled Skelly meeting. The Court will consider requests for more than two (2) Union representatives if there is a specific need that would merit more than two (2).

Section 6. Time Limitations and Notifications

The grievance must be initiated within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

It is understood that it is to the benefit of all parties to resolve a grievance at the lowest possible level. Parties agree that if a Teamster Business Agent and/or Union Steward is involved in discussions to resolve or settle a grievance in an informal manner, time frames may be extended by mutual agreement.

Time limitations in this procedure may be modified only by agreement of the parties. It shall be the grievant's responsibility to initiate action, which submits the grievance to the next level within those specified time limits. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified.

Section 7. Steps in the Grievance Procedure

Step 1. Any employee or group of employees who believe that a provision of this Memorandum of Understanding has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor. It is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within ten (10) working days, the supervisor shall give the decision to the employee orally.

Step 2. If a mutually acceptable solution has not been reached in Step 1, the Union or the grievant shall submit the grievance in writing on forms supplied by the Court's Human Resources Department to the Court Executive Officer or designee within ten (10) working days. The Court Executive Officer or designee shall make a determination of whether the grievance is a matter for which the grievance procedure is appropriate after consultation with the Union. The determination and notification to the grievant and the Union will be made within ten (10) working days of receipt of the grievance. Any affected party may appeal this determination directly to an arbitrator within ten (10) days following notification by the Court Executive Officer or designee.

Step 3. If the grievance is accepted in Step 2, the Union or the grievant shall submit the written grievance to the Manager within ten (10) working days of notification by the Court Executive Officer or designee. The Manager shall meet with the grievant and fully discuss the grievance. The Manager shall submit a response to the grievant in writing within ten (10) working days.

Step 4. If a mutually acceptable solution has not been reached in Step 3, the Union or the grievant shall submit the written grievance to the Deputy Court Executive Officer as appropriate in the chain of command for the employee within ten (10) working days of notification by the Manager. The Deputy Court Executive Officer following review of the Court Executive Officer or designee shall have full and final authority on behalf of the Court to mutually resolve the grievance or refer the grievance to the next step within ten (10) working days. Notification shall be rendered in writing to the grievant and the Union.

Step 5. If the grievance is not resolved at Step 4, the grieving party may submit the grievance to an arbitrator within ten (10) working days. The Court and Union shall select an arbitrator from the San Bernardino County Civil Services Commission list of arbitrators. The Court and the employee or the Union shall contact an arbitrator to establish a hearing date. The cost of the arbitrator's services shall be split equally between the Court and the other party, including any cancellation fee if both parties are mutually responsible, otherwise the responsible party shall pay the entire cancellation fee.

The decision of the arbitrator shall be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. Under no condition can the arbitrator order relief that exceeds the relief requested by the grievant. The arbitrator award may not include any penalty that would exceed what an employee would receive under the provisions of this Memorandum of Understanding. The arbitrator shall have no authority to modify the provisions of the Memorandum of Understanding.

The arbitrator's decision shall be transmitted to the Court Executive Officer or designee and Union with a copy to the grievant. The Court Executive Officer or designee shall submit any grievance decision with financial impact to the Court Executive Officer or designee as soon as practicable.

The decision of the arbitrator shall be final and binding.

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

Section 8. Mediation

By mutual agreement and in lieu of arbitration in Step Five (5) of the discipline and grievance procedure, the parties may utilize the services of a mediator for the resolution of grievances.

Section 9. Employee Discipline

Notice of Proposed Action

Prior to the issuance of a written Notice to either suspend, demote, reduce in step, or dismiss an employee with regular status, written notice of at least five (5) working days of the proposed disciplinary action shall be given before such action is to be taken and must include:

- (a) Notice of proposed action;
- (b) Reasons for proposed action pursuant to Court policies and rules;
- (c) A copy of charges stating specific incidents or specific courses of conduct, and a copy of the written materials pertaining to those incidents or course of conduct; and
- (d) A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must specify at least the five (5) working day period except as provided below under

"Limitations and Exceptions. "A longer notice might be warranted in specific cases because of the volume of material or complexity of the issues involved.

The notice of proposed disciplinary action must be in writing and shall be signed by the Court Executive Officer or designee. Upon receipt of the employee's response, the Court Executive Officer shall review the response and determine the appropriate course of action. This may include imposing the same level of disciplinary action, modifying with less severe disciplinary action, or rescinding the notice of proposed action.

Limitations and Exceptions

- (a) Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action as described below.
- (b) For an action involving a suspension based upon extraordinary circumstances, an oral or written Notice of Suspension is sufficient, without giving any type of prior notice of proposed action. If such an oral or written notice of suspension is given, the Union shall be notified prior and cause or causes for the suspension must be given at the same time, orally or in writing.

Employees may be suspended without prior notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption to government business. Extraordinary circumstances include, but are not limited to, situations involving: misappropriation of public funds or property; working while under the influence of intoxicating liquor or drugs; open insubordination; conviction of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of Court business through willful misconduct (altercations, etc.). For actions involving an oral Notice of Suspension in extraordinary circumstances, a written Notice of Suspension shall be provided to the employee and the Union within five (5) working days after the oral notice is given and said Notice shall contain the same information required under "Notice of Disciplinary Action."

Notice of Disciplinary Action

After completing the requirement for notice of Proposed Action, any employee response should be considered and a determination made of appropriate action. The imposition of disciplinary action to suspend, demote, reduce in salary step, or dismiss is constituted by written Notice. Said Notice is similar to the Notice of Proposed Disciplinary Action in that it contains the effective date the disciplinary action is based. The effective date may be prior to the Notice, provided the circumstances warranted such immediate action. The Notice shall be signed by the Court Executive Officer or designee. Notice of the time allowed for appeal and answer shall be stated in the Notice. A copy of the Notice shall be personally served on the employee or sent by certified mail to the employee's last known address. The original Notice shall be filed with the Court Executive Officer or designee and shall be accompanied by information showing that the employee has been served either personally or by certified mail. An additional copy shall be provided to a representative who has appeared on behalf of the employee.

Amendment or Withdrawal of Notice

The Notice of suspension, demotion, reduction in salary step, or dismissal may be withdrawn by the Court Executive Officer at any time prior to final decision on appeal. A Notice may be amended by the Court Executive Officer or designee at any time prior to final decision on an appeal. If an amended Notice presents new causes for discipline, the employee shall be afforded all the procedural safeguards under "Notice of Proposed Action" above, prior to the discipline becoming effective. In addition, the employee shall be afforded a reasonable opportunity to prepare the defense thereto and must file an amended answer within ten (10) working days of receipt of the Notice.

FLSA exempt employees covered by this Article who are disciplined by a suspension without pay shall only receive such suspension in increments of one (1) work week. Alternatively, an appointing authority may discipline an employee covered by this Article via a deduction of accrued leave time. The accrued leave

time is limited to vacation, holiday, annual or professional development leave. Deductions of accrued leave time may be made in increments of less than one (1) work week. Any disciplinary action imposed under this Article is subject to appeal under the Personnel Plan Policies of the Superior Court of California, County of San Bernardino. Employees shall not be disciplined by a reduction in step.

Section 10. Unfair Labor Practices/Unit Charges

Unfair labor practice charges will be handled according to the Public Employee Relations Board rules.

Section 11. Equal Employment Opportunity Complaint Appeal Process

Employees have the ability to file complaints involving discriminatory employment practices as defined in the Court's Equal Employment Opportunity Policy. Such complaints may be filed with the Court Executive Officer or the State Department of Fair Employment and Housing (DFEH) or the Federal Equal Employment Opportunity Commission (EEOC). In the event the investigative findings of the Court Executive Officer or designee are not satisfactory to the complainant(s), the complainant or complainants represented by the Union may file an appeal as described herein. A complainant or complainants not represented by the Union may use the appeal process described herein but must assume one-half (1/2) of the costs of the appeal process, including any arbitrator's costs.

Within ten (10) calendar days of receipt of the written investigative findings of the Court Executive Officer, the Union may file an appeal on behalf of the complainant(s). The Court Executive Officer or designee and the Union shall contact an arbitrator to establish a hearing date acceptable to both parties; provided, however, that the arbitrator must have demonstrated experience in the field of affirmative action and employment discrimination. The arbitration shall be conducted in accordance with Step 5 of Section 13 of this Article except for the following: The arbitrator may not order any monetary remedy which exceeds actual losses of pay and benefits suffered by the complainant. The cost of an arbitrator's services shall be split equally between the Court and the Union, including any cancellation fees if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

ARTICLE 14. DISASTER SERVICE WORKERS

All employees covered by this Memorandum of Understanding are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100.

ARTICLE 15. DUAL APPOINTMENTS

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Court Executive Officer to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status. The most recently hired employee shall be notified in writing by the Court Executive Officer or designee and such notification will clearly define the benefits to which that employee is entitled.

ARTICLE 16. ELECTRONIC FUND TRANSFER

Employees must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

ARTICLE 17. EMPLOYEE RIGHTS

PROFESSIONAL UNIT

The following are employee rights:

- (a) The rights of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the Court except as provided in the "Union Membership" Article and in (e) below.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.
- (d) The right of the Union, upon its request and prior to implementation, to discuss with Court Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.
- (e) The Union shall be the sole, exclusive and fair representative of all Court employees represented by the Union in the Memorandum of Understanding and in all adjudicatory proceedings between the Court and represented employees. The Union shall have the sole responsibility as to which matters are adjudicated on behalf of those represented employees and the cost of the same for employees not members of the Union. The only exceptions to the sole, exclusive and fair representation by the Union are: (1) those instances of disciplinary action and its proceedings which are governed by the Personnel Plan Policies where such representation must be declined in writing by the employee(s) and where the employee may represent himself or herself as well as utilize external representation; and (2) those grievances brought under the Grievance Procedure Article where the individual elects in writing to exercise the right of self-representation, that is, the employee himself or herself represents his/her position before the arbitrator in accordance with the Grievance Article.

SUPERVISORY UNIT

The following are employee rights:

- (a) The rights of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the Court.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.
- (d) The right of the Union, upon its request and prior to implementation, to discuss with Court Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.
- (e) The Union shall be the sole, exclusive and fair representative of all Court employees represented by the Union in the Memorandum of Understanding and in all adjudicatory proceedings between the Court and represented employees. The Union shall have the sole responsibility as to which matters are adjudicated on behalf of those represented employees and the cost of the same for employees not members of the Union. The only exceptions to the sole, exclusive and fair

representation by the Union are: (1) those instances of disciplinary action and its proceedings which are governed by the Personnel Plan Policies where such representation must be declined in writing by the employee(s) and where the employee may represent himself or herself as well as utilize external representation; and (2) those grievances brought under the Grievance Procedure Article where the individual elects in writing to exercise the right of self-representation, that is, the employee himself or herself represents his/her position before the arbitrator in accordance with the Grievance Article.

ARTICLE 18. EMPLOYER PAYROLL SYSTEM

Employees should normally complete and submit their time reports within the prescribed time periods. The employee's supervisor may enter the employee's time in the employee's absence. The Human Resources Department shall make every effort to contact the employee regarding any correction of the time entered and explain the reasons for the change prior to submitting to the JCC/TCAS for processing. If time does not allow for this procedure due to the JCC/TCAS's deadline, the Human Resources Department shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

The Court reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of time reports by the employee, the employee shall hold the Court harmless for any delays in warrant processing.

ARTICLE 19. EXPENSE REIMBURSEMENT

Employee shall be reimbursed for necessary expenses incurred on behalf of the Court. All expense reimbursements must be subject to Judicial Council of California's Guidelines.

ARTICLE 20. EXTRA-HELP EMPLOYMENT

An extra-help appointment shall mean an appointment which is intended to be on less than a year-round basis, including, but not limited to the following: to cover seasonal peak workloads; emergency extra work loads of limited duration; necessary vacation, holiday or sick leave relief; and other situations involving a fluctuating staff.

Extra-help employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided for in this Agreement or required by law. Extra-help employees shall be eligible for step advancement based upon completed service hours and satisfactory service in accordance with the Article "Salary Rates and Step Advancements."

Under unusual circumstances and with the approval of the Court Executive Officer, an employee in a regular position may choose to work in an extra-help capacity for the Court and be compensated as such pursuant to this Article.

Extra-help employees shall participate in the PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute five percent (5%) of the employee's biweekly gross earnings and the Court shall contribute two and a half percent (2.5%) of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from employee's earnings. Maximum total contributions shall be seven and a

half percent (7.5%) of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Court Executive Officer or designee. This paragraph shall not apply to any employee who is otherwise covered by the SBCERA. Retired employees of SBCERA working as "Extra Help Employees" will not participate in the PST Deferred Compensation Plan.

ARTICLE 21. FIT FOR DUTY

The parties agree that physical and mental fitness of Court employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement the Court with reasonable cause may require medical and psychological assessments of employees provided the Court pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals.

Medical and psychological reports shall be released only to and only retained by the Court Executive Officer or designee. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of Court business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Assistance Program for Court employees.

ARTICLE 22. FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the Court and the Union with respect to wages, hours, and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore the Court and the Union, for the life of this Agreement, each voluntarily waives the right to meet and confer with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 23. HOURS OF WORK

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the Court Executive Officer or designee, and such hours may be varied so long as the work requirements and efficient operations of the Court are assured.

Notwithstanding any other provisions of this Agreement, the Court Executive Officer may authorize overtime compensation at straight time (including retroactively for emergencies) to be paid to any employee in order to carry out the intent of a Court program, to respond to an emergency, or to compensate for hours of work performed above that normally expected of such employee. Emergencies are defined as an unforeseen circumstance requiring immediate action, a sudden happening, an unforeseen occurrence or condition.

PART TIME

All part-time positions should be first offered to full-time employees with the exception of employees in job shares.

At the discretion of the Court an employee may be allowed to work at least part-time in a regular position. Part-time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

Part-time employees shall receive pro rata benefits with a minimum of forty (40) hours worked per pay period under Article 7: Benefit Plan and Article 47: Retirement System Contributions. Employees will be eligible for pro-rata accruals according to the Memorandum of Understanding provisions based upon the number of hours worked and be eligible to participate in the Retirement System.

Seniority continues to be based on hours worked.

At such time when the Court determines there is a need for at least a part-time position, the Court will develop a method for implementation of the part-time positions and will agree to meet with Union regarding such plan. The Court will meet and confer with the Union regarding the impact of any proposed modifications of current positions.

If a part-time employee wishes to become a full-time employee, the employee shall submit a request to the Court Executive Officer or designee for full-time employment. When the Court determines the need for a full-time position, the employee shall be placed on the eligibility list for that position.

ARTICLE 24. IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual agreement by all parties to be jointly submitted to the Judges Executive Committee for approval.

Any changes to this agreement which do not have specific effective dates become effective on the date of Judges Executive Committee approval.

ARTICLE 25. JOB SHARING

Whenever possible, job-sharing will be encouraged to minimize the impact of a layoff. Jobs may be shared on an hourly or daily basis provided that the hours shared total eighty (80) hours per pay period. If each employee is scheduled to work forty (40) hours per pay period, each shall receive one-half (1/2) of the benefits under Article 7: Benefit Plan and Article 47: Retirement System Contributions. Employees who are scheduled through their job share contract to work less than forty (40) hours per pay period shall receive one-half (1/2) of the benefits under Article 7: Benefit Plan but will not be eligible to receive benefits under Article 47: Retirement System Contributions. Employees shall be eligible for pro-rata leave accruals according to the Memorandum of Understanding provisions based upon the number of hours scheduled through their job share contract. Each employee shall be notified in writing by the Court Executive Officer or designee at the time of the appointment, and such notification will clearly define the benefits to which each employee is entitled.

If the job-share is at the request of the employees only, at the expiration of a job-share contract, the employee with the most seniority shall retain the full-time position. The other employee shall be given a transfer to a vacant position of the same classification. The Court is not required to create a position. If there are no vacant positions available, the less senior employee may not bump any other positions. If both employees have the same seniority date, the decision as to who retains the full-time position shall be determined at the discretion of the Court Executive Officer.

If the job-share is the result of accommodation in lieu of lay-offs, seniority shall determine bumping at the expiration of the contract. Prior to opening recruitment for the affected classification, the job-share employees would have the option to return to full-time status during the term of the job-share contract. Such option shall be offered in seniority order. At the expiration of a job-share contract, the employee with the most seniority shall retain the full-time position. The less senior employee shall be given a transfer to a vacant position of the same classification or retain their bumping rights. Employees entering into job-share agreements as the result of accommodation in lieu of lay-offs shall be scheduled to work forty (40) hours per pay period.

ARTICLE 26. LABOR-COURT TASK FORCE

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the Court and the Union. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree that Labor-Court Task Forces comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services. The purpose of such task force shall be to:

- (a) review and provide input on issues requiring resolution and reviewing workplace developments;
- (b) develop, review, and prioritize work simplification-project proposals;
- (c) develop and review solutions to specific program problems.

The composition of each task force shall be determined by the Court Executive Officer or designee and the Union. The chairperson(s) of the task force shall be selected by the Court Executive Officer or designee. Meetings will be held at least quarterly but no more often than monthly to discharge the functions of the task force. The task force will establish reasonable time frames for the accomplishment of its charges. The parties agree to exchange agenda items one (1) calendar week prior to the scheduled meeting. If there is not an exchange of agenda items there shall not be a meeting.

Recommendations of the task force will be arrived at by consensus and shall be submitted in writing to the Court Executive Officer for final action. The task force shall not have any right or authority to abrogate representation rights of the Union or Court Management Rights.

ARTICLE 27. LAYOFF

Section 1. General Provisions

Definition. A layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to regular positions. A layoff occurs only when there is a surplus of employees, a position is to be deleted from the authorized table of organization, or when funds are withdrawn from a previously funded position.

Section 2. Notification

Whenever the Court Executive Officer believes that a layoff will be necessary, a layoff plan shall be prepared. The layoff plan shall include the anticipated number, classification, and position number of employees to be laid off and seniority list by classification of all affected employees. The Union shall be provided with a copy of the layoff plan immediately upon approval by the Court Executive Committee.

Once such a plan is approved, affected employees shall be entitled to thirty (30) calendar day's notification prior to lay off.

When the Court determines it is necessary to lay off employees and a lay-off list of affected classification(s) has been established, an employee with more seniority in the affected classification(s) may request a voluntary lay-off in lieu of an employee with less seniority. An employee who is approved for a voluntary lay-off shall be afforded the same re-employment rights, as involuntary laid-off employees.

Section 3. Order of Layoff

Layoffs shall be made by classification.

- (a) Layoffs among regular employees shall be made on the basis of seniority determined by the employee's current beginning (hire) date of continuous service in a regular position with the Court. For employees hired by the Court prior to January 1, 2001, seniority is determined by the employee hire date with either the Court or the County of San Bernardino for continuous and contiguous service. In the event that two (2) or more employees are hired in the same classification on the same date, the order of seniority is determined by lot at the time of hire. Employee who have been promoted/demoted who share the same seniority date within the new classification shall have their order of seniority determined by lot at the time of layoff. The posted seniority list do not necessarily reflect the seniority order in the event of layoff.
- (b) Before any reduction in the work force of regular employees occurs, the requisite number of extra help, provisional, probationary or other individuals without regular status in the affected classifications by total number of positions to be eliminated shall be terminated. For purposes of layoff, trainees, most recently hired dual appointments, and substitutes shall be treated the same as probationary employees.
- (c) Probationary employees and employees on Temporary Performance of Higher Level Duties, who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees in that classification. Underfills shall have layoff rights in the underfill classification.
- (d) When a classification has a dual concept or multiple options including extended range, the Court Executive Officer may authorize layoffs by specialty or option within the classification.
- (e) If a regular employee to be separated has regular status in a lower classification, reduction in classification (bumping) shall be approved. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of positions being deleted from the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees. This collective group of positions shall then be subject to the bumping process.
- (f) In the event of multiple layoffs, the most senior to exercise bumping rights has the option of bumping amongst the available least senior positions, to the location of their choice.
- (g) Regular employees whose positions have been deleted shall be allowed to exercise their options, based on seniority, to select either a vacant position, or if none exists, to bump into the position filled with the least senior employee within their current classification. An employee who elects not to bump into any position within the collective group of vacant and filled positions, thereby retaining his/her existing classification, shall be provided the opportunity to select from those options identified in (i) of this Article.
- (h) Reductions in classification shall only be approved when the employee has previously held regular status in the lower classification and has seniority over identified employees in the lower classification. Reductions in classification shall first be made to the next lower classification in which the employee has regular status. The employee being reduced may only replace the least senior employee, or be placed in a vacant position, in the classification identified pursuant to (e) above. The junior employee being bumped will be separated or reduced in classification. If the employee does not have seniority in the classification, to which the eligible employee is first

considered for reduction, reduction shall then be made to the next lower classification in which the employee has regular status. This procedure shall continue until all reductions in classification and the ultimate separations are completed.

- (i) Employees in unclassified positions do not have a right to bump employees in classified positions. A classified employee may refuse to bump into an unclassified position without waiving the right to bump a more junior employee in the same or lower classification.
- (j) If bumping results in an assignment which the employee considers to be undesirable, such employee may request:
 - (1) a voluntary demotion to a vacant position;
 - (2) a leave of absence with right to return to work; or
 - (3) a leave of absence without right to return to work, but placement on an eligible list.

Any of these options require the approval of the Court Executive Officer or designee.

Section 4. Exception to Order of Layoff

Whenever the Court Executive Officer determines that the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, such employee will be exempted from the bumping procedures. The Union shall be immediately informed in writing of this determination.

Section 5. Employee's Rights while on Layoff

- (a) During the first two (2) years following a layoff, laid-off regular employees shall be assured the right of appointment to a vacant position in the same or equivalent classification to the one in which the employee has previously held regular status.
- (b) Any employee who is affected by a layoff may request that their name be placed on appropriate eligible lists for a period of two (2) years by submitting such a request and an application to the Court Executive Officer or designee for determination of eligibility. Approval of such requests only entails placement on the list and does not guarantee employment or carry any bumping privileges. Placement on the eligible list shall be made pursuant to the provisions for requalification contained in the Personnel Plan Policies.

Section 6. Retraining

The Court will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications, not related to their former classification, and will attempt to place said laid off employees in vacant positions in the Court for which they are qualified.

ARTICLE 28. LEAVE PROVISIONS

Employees shall apply available paid leave time whenever a leave of absence is approved. However, employees who are on an approved leave of absence for less than one (1) full day, who do not have sufficient leave time available to cover the absence, shall be paid the full salary for their regular work day.

Section 1. Sick Leave

- (a) Definition. Sick leave with pay is an insurance or protection provided by the Court to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment.

- (b) Definition – Immediate Family. Immediate family is defined as spouse, registered domestic partner, child, grandchild, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

- (c) Usage - Family Sick Leave. An unlimited amount of earned sick leave per calendar year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee.

A maximum of eighty (80) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee may utilize on an annual basis no more than eighty (80) hours of accumulated sick leave per calendar year for the birth of his/her spouse's or registered domestic partner's child. The Court acknowledges that the employee may be eligible for leave as defined in the provisions of the Family Medical Leave Act and/or California Family Rights Act.

- (d) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.39 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro rata basis.

- (e) Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

- (f) Administration.

- (1) Notice of Sickness. The Manager or designee must be notified within one-half (1/2) hour prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the Manager or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay.

It is the responsibility of the employee who has been absent for ten (10) or more consecutive days, except for employees who are returning to work after childbirth with no job modification requirements, to obtain written notice from his/her medical provider of the authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the Court shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to the Court Executive Officer or designee immediately upon receipt of their medical provider's authorization to return to work. Such notice must be provided at least five (5) working days prior to reporting to work or upon receipt of notice by the employee.

- (2) Review. The Court Executive Officer or designee may review and determine the justification of any request for sick leave with pay and may, in the interest of the Court, require a medical report by a doctor to support a claim for sick leave pay.

- (3) Proof. If the Manager or designee has reason to believe the employee is not using sick leave as defined, then a doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when requested by the Court Executive Officer or designee.

- (4) Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.
- (5) The Court will continue the provisions of Senate Bill 114 (which provides up to 80 hours of supplemental paid sick leave (SPSL) for qualifying COVID-19 related reasons to those employees who have hours available through December 31, 2022).
- (g) Workers' Compensation. Employees shall receive up to a maximum of twenty-four (24) hours of pay for the first three (3) days following a work related injury when a doctor has determined that the employee is unable to return to work and has been considered Temporarily Totally Disabled (TTD) as partial replacement of their income through this benefit. Employees on this leave may choose to fully integrate, partially integrate, or not integrate personal leave with the workers compensation payment. The maximum amount the employee receives from integrating leave time with workers compensation shall not exceed 100% of the employee's base salary.
- (h) Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (i).
- (i) Sick Leave Conversion. Employees, who hold regular positions in the Court service and are currently members of the SBCERA, shall receive compensation in accordance with the following.

After ten (10) years of continuous service from date of hire in a regular position and upon, death or separation, an employee or the estate of a deceased employee will be paid for unused sick leave balances according to the following formula.

Sick Leave Balance as of <u>Date of Separation</u>	Cash Payment % of Hours of <u>Sick Leave Balance</u>
480 Hours or less	35%
481 to 600 Hours	40%
601 to 720 Hours	45%
721 to 840 Hours	50%
841 to 1000 Hours	55%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of five hundred and fifty (550) hours pay computed at the then current base hourly rate of said employee.

- (j) Perfect Attendance. Employees in regular, full-time positions who do not utilize any sick leave in a calendar year, and who do not record any sick leave without pay or absent without pay during that year, shall receive a one year's paid membership in a Court-approved health facility or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at the San Bernardino YMCA. In lieu of a Court-approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash-out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave within the subsequent calendar year shall result in forfeiture of the same.

- (k) **Vacation Conversion Option.** Annually, employees who have used less than forty (40) hours of sick leave in a calendar year may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

<u>Sick Leave Hours Used</u>	<u>Hours to be Converted</u>	<u>Vacation</u>
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

Section 2. Vacation Leave

- (a) **Definition.** Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Court Executive Officer or designee.
- (b) **Accumulation.** Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro rata basis; provided, however, that there shall be no proration of the maximum accumulations.

Such vacation allowance shall be available for use on the first day following the pay period in which it is earned. The Court will calculate accruals for all existing employees serving their initial probationary hire to credit each employee's leave bank with the correct balance for immediate use.

<u>Length of Service From Benefit Date</u>	<u>Annual Vacation Allowance</u>	<u>Maximum Allowed Unused Balance</u>
After 1600 and through 8320 service hours	80 Hours	160 Hours
Over 8320 and through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours through 41,600 service hours	160 Hours	320 Hours
Over 41,600 service hours	176 Hours	352 Hours

- (c) **Administration.**
- (1) **Scheduling.** Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the Court but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave, the Court Executive Officer or designee will notify the TCAS of the situation and approve a waiver

of the maximum allowed unused balance for a period not to exceed one (1), thirteen (13) pay period waiver per calendar year.

A written request for vacation leave shall receive a written response from the Manager or designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Court Executive Officer or designee for an immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

- (2) **Minimum Charge.** The minimum charge for employees in a classification against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.
- (3) **Holiday During Vacation.** When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- (4) **Vacation Leave and Termination Date.** Employees not planning to return to Court employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll.
- (d) **Prior Service.** Employees in regular positions who have been employed by a public jurisdiction in a comparable position for at least five (5) years or a position which has prepared such employees for an assignment to a position may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. If approved, years of service will be rounded down to the nearest five (5) year increment for the purposes of this Article. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Court Executive Officer or designee. Employees shall request consideration for prior service credit within thirty (30) calendar days of receipt of written notice of this provision from the Court.

Section 3. Holiday Leave

- (a) **Fixed Holidays.** All employees in regular positions will be entitled to the following holidays:

New Year's Day – January 1 st	Independence Day – July 4 th
Martin Luther King Jr. Birthday – 3rd Monday in January	Labor Day – 1 st Monday in September
Lincoln's Birthday – February 12 th	Native American Day – 4 th Friday in September
President's Day – 3 rd Monday in February	Veteran's Day – November 11 th
Cesar Chavez Day – March 31 st	Thanksgiving Day – Last Thursday in November
Memorial Day – Last Monday in May	Day after Thanksgiving
Juneteenth – June 19 th	Christmas Day – December 24 th

When a judicial holiday specified by the Code of Civil Procedure Section 135 falls on a Sunday, the following Monday shall be the observed holiday. When a judicial holiday specified by the Code of Civil Procedure Section 135 falls on a Saturday, the preceding Friday shall be observed as the holiday.

- (b) Floating Holidays. Employees assigned to regular positions shall be entitled to a total of sixteen (16) hours of holiday time which shall be accrued during pay period twenty-six (26) provided the employee has not separated prior to the end of the pay period or is not on extended unpaid leave for the pay period.
- (c) Eligibility for Holiday Pay. To receive holiday pay for a fixed holiday, employees must be on the payroll during the entire pay period during which such fixed holiday fell. "Entire pay period" shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the scheduled hours and was on approved leave for any unpaid hours. Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the supervisor at the time of employee's notification.
- (d) Holiday During Vacation. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- (e) Working on a Holiday. Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with approval of the Manager or designee, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.
- (f) Weekend Holidays. When a judicial holiday specified by Code of Civil Procedure Section 135 falls on a Saturday, the preceding Friday will be observed as the holiday. When a judicial holiday falls on a Sunday, the following Monday will be observed as the holiday.
- (g) Holiday Time Accrual. Upon retirement, layoff or termination, employees shall be compensated for any unused accrued holiday time at the then-current base rate equivalency.

Section 4. Compulsory Leave

If, in the opinion of the Court Executive Officer or designee, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Court Executive Officer or designee. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the Court Executive Officer or designee shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

Section 5. Military Leave

The Court will adhere to the California Military and Veterans Code Section 395 et. seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, in addition a Court employee may be entitled to the following:

1. Any employee employed by the Court for one (1) year immediately prior to the date of such military leave shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such temporary leave. Pay for such purposes shall not exceed thirty (30) calendar days in any one (1) fiscal year and shall be paid only for the employee's regularly scheduled workdays. The compensation does not include an employee's attendance at weekend reserve meetings.
2. Extension of benefits may be eligible to employees who are called to active duty as a result of military activation. The Court shall pay the difference between their base Court salary and their military salary starting on the 31st calendar day of military leave not to exceed 100% of the employees' base Court salary. This extension of benefits must be approved by the Court Executive Officer.

Section 6. Political Leave

Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

Section 7. Special Leaves of Absence Without Pay**(a) General Provisions.**

A special leave of absence without pay may be granted to an employee who:

- (1) Is medically incapacitated to perform the duties of the position.
- (2) Desires to engage in a relevant course of study which will enhance the employee's value to the Court.
- (3) Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA), and/or Section 395.10 of the California Military and Veterans Code.
- (4) For any reason considered appropriate by the Court Executive Officer or designee.

(b) Types of Leaves of Absence.

There are four (4) types of leaves of absences. All requests must be in writing and require the approval of the Manager and the Court Executive Officer or designee. Upon request, the Court Executive Officer or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate Article of the Memorandum of Understanding.

(1) Leaves of absence with right to return.

Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

(2) Family leave.

Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL) provision under the Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in the Benefit Plan Article of this agreement for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both spouses are Court employees, both employees are limited to a total of twelve (12) weeks between them.

(3) Leaves of Absence Without Right To Return

- (a) **Definition.** Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase

medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(b) Benefits Upon Rehire

An employee who is re-employed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

- hire date;
- leave accrual date for purposes of leave accruals and step advances; except that the leave accrual date will be advanced for the period of time the employee is on leave of absence without right to return;
- any sick leave accruals that had not been cashed out will be restored;

To be re-employed and retain the above benefits, the employee must be appointed to a position no later than ninety (90) calendar days after the date of expiration of the leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one hundred eighty (180) day period provided in the Article on Re-employment.

(c) Rehire Process

An employee may be re-employed in the same geographic location in the classification from which the employee took the leave of absence with the approval of the Court Executive Officer or designee. Alternatively, the employee must apply through the Human Resources Department by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Plan Policies. The employee shall be required to serve a new probationary period. The Court Executive Officer or designee has the discretion to waive the requirement to serve a new probationary period.

(4) Medical Leave of Absence

- (a) Definition. A medical leave of absence of up to one (1) year shall be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA and/or PDL have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The Court retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the Court from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the Court has a vacancy, the employee

relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

- (b) Upon return from a medical leave of absence, the employee shall retain the benefits described under section 3(b) above.

Section 8. Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least two (2) hours of actual work time. Employees volunteering to serve on a Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 7 of this Article.

Section 9. Examination Time

Employees in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking Court promotional examinations or for selection interviews for opportunities with the Superior Court of California, County of San Bernardino. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate.

Section 10. Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Court employees required to appear in Court due to a work-related subpoena on a normal day off, shall be permitted to flex the time within that pay period whenever possible. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena and such fees are turned over to the Court.

Section 11. Blood Donations

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the supervisor to receive this benefit.

Employees in regular positions who are apheresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the supervisor to receive this benefit.

Section 12. Bereavement Leave

- (a) All employees are eligible to receive a maximum of thirty-two (32) hours of paid leave per occurrence for bereavement due to the death of persons in the immediate family as defined in Section 1 (b) of Article 28, or any relative living with the employee.
- (b) All employees may, in addition to the thirty-two (32) hours of Bereavement Leave, use up to twenty-four (24) hours of sick leave in conjunction with Bereavement Leave.

Section 13. Leave-Buy-Back

The Court, at its discretion and subject to a determination of the availability of funding, shall establish a voluntary leave-buy-back program that would allow employees to request to sell a portion of their accumulated leave credits back to the Court. Based upon a determination of the sufficiency of available funding for this purpose, the Court may fund all, a part, or none of the requested leave amounts.

Leave banks subject to buy-back include vacation leave, compensating time off (CTO) and floating holidays.

In no event may an employee deplete his/her vacation balance below forty (40) hours. This program is separate and distinct from the cash-out provision as provided in Article 5, Professional Development Leave and in Article 6, Annual Leave for supervisory employees.

ARTICLE 29. LIFE INSURANCE

The Court agrees to pay the premium for a term life insurance policy for each eligible employee in the amount of \$50,000. This benefit shall only apply to employees who have been appointed to a regular position budgeted for at least forty (40) hours per pay period.

The Court further agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance for themselves, spouse and children.

The Court agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the Court.

New employees shall become eligible to participate in this program on the start of the pay period following completion of one thousand forty (1040) paid hours.

Note: All persons eligible for the foregoing program of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

ARTICLE 30. MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with the Court except those which are clearly and expressly limited in this Agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- (a) The right to determine the mission of the Court.
- (b) The right of full and exclusive control of the management of the Court; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.

- (c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means or facilities; or, to contract for work to be done; provided, however, that the parties shall meet and discuss the impacts of any contract proposed to be awarded which would contract for services currently being provided by Unit employees.

The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards; and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

ARTICLE 31. MEAL PERIODS

Meal periods are non-paid and non-working time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible.

ARTICLE 32. MERIT ADVANCEMENTS

Section 1.

The Work Performance Evaluation for a regular status employee shall be completed by the employee's immediate supervisor within six (6) pay periods prior to the employee's step advance due date for an employee not receiving the top step of their salary range. To receive the step advancement, the employee must be evaluated overall on the Work Performance Evaluation as "Meets Job Standards", "Exceeds or Exceptional Job Standards." The employee's immediate supervisor shall notify the employee in writing of inadequate work performance no less than three (3) pay periods prior to the employee's receipt of the work performance evaluation. The regular status employee evaluated overall as not meeting job standards, shall not receive the step advance, except as provided herein. If an employee does not receive a Work Performance Evaluation by his/her step-advance due date, said employee shall be granted his/her step advance on his or her due date. The non-issuance of a Work Performance Evaluation shall not be equivalent to receiving a rating of "Meets Job Standards."

Section 2.

If an employee receives an overall "Unsatisfactory" or "Needs Improvement", the employee's step advance may not be granted on the date due.

Section 3.

A denied step advancement can be granted following any sequence of a three (3) pay period review of the employee's performance. If a supervisor has failed to give the three (3) pay period notice of inadequate work performance prior to step denial, the employee's performance must be evaluated within three (3) pay periods after the step would have been due. If this rating is "Meets Job Standards" or above, the step advance will be granted effective the original due date. If the supervisor fails to evaluate the employee within three (3) pay periods after the step due date, the employee will be deemed to be evaluated as "Meets Job Standards" and the employee shall be granted the step advance effective the original step due date.

Section 4.

Any dispute arising out of the content of a work performance evaluation with an overall rating of "Needs Improvement" or "Unsatisfactory" may be processed using the grievance procedure up to Step 3.

Section 5.

It is agreed that the performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

ARTICLE 33. NON-DISCRIMINATION

The Union agrees to represent all employees in these units in their employer-employee relations with the Court.

The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, religion, gender, gender identity, gender expression, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, sexual orientation, genetic information or characteristics, military or veteran status, or any other basis protected by law, or on the basis of a perception that an individual has any characteristic protected by law, or on the basis of a perception that an individual is associated with a person who has, or perceived to have, any of these characteristics.

The parties agree to support and promote the objectives of the Court's Equal Employment Opportunity program.

ARTICLE 34. OBLIGATION TO SUPPORT

The parties agree that subsequent to the implementation of this Memorandum of Understanding and during the period of time said Memorandum is before the Court Executive Committee; neither the Union nor the Court Executive Officer, nor their authorized representatives will appear before the Court Executive Committee individually or collectively to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Court Executive Committee nor meeting with individual members of the Court Executive Committee to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 35. OVERTIME**PROFESSIONAL & SUPERVISORY UNITS**

All overtime must be preapproved.

- (a) Policy. It is the policy of the Court to work overtime when necessitated by abnormal or unanticipated workloads. The Court has the right to require overtime to be worked as necessary.
- (b) Definition. Overtime shall be defined as all hours actually worked excluding incidental overtime in excess of eighty (80) hours during a pay period. Incidental overtime is defined as time worked before or after the regularly scheduled tour of duty and does not exceed more than one (1) hour each day. For purposes of defining overtime, paid leave time shall be considered as time actually worked; however, time spent attending conferences, seminars and training programs shall not be considered as time actually worked.

Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and nonplayable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.

(c) Overtime Compensation

- (1) Any employee authorized by the Court Executive Officer or designee to work overtime shall be paid at a rate of one and one-half (1 ½) times the employees regular rate of pay for all hours worked in excess of eighty (80) hours per pay period. Payment of overtime shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- (2) In lieu of cash payment and upon request of the employee and approval of the Court Executive Officer or designee, an employee may accrue compensating time off at one and one-half (1 ½). Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment.

ARTICLE 36. PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m. on the first Saturday of the Memorandum of Understanding following effective date and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements. Paychecks shall be issued on the Friday following the end of the preceding pay period, unless the TCAS issues paychecks at an earlier date.

ARTICLE 37. PAYROLL DEDUCTIONS

It is agreed that the Union membership dues and insurance premiums for plans sponsored by the Union shall be deducted by the Court from the pay warrant of each employee covered hereby who files with the Court a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to the Union within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The Court shall not be liable to the Union, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than constituting actual deductions made from employee wages earned. The Union shall hold the Court harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the Court under this Article.

ARTICLE 38. PAYROLL ERRORS

In situations involving overpayment to an employee by the Court, said employee shall be obliged to repay the amount of overpayment within the time frame the overpayment was received by the employee. Documentation shall be provided to the employee by the Court, showing the calculations of the

overpayment. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the Court Executive Officer or designee.

In situations involving underpayment (less than the normal paycheck) to an employee by the Court, the Court shall contact the TCAS and request payment of the balance due within the next pay period, which the adjustment can be made, accompanied by appropriate documentation to the TCAS. In those situations where the underpayment is one hundred dollars (\$100.00) or more in arrears to the previous paycheck, upon the request of the employee, the Court shall request the TCAS to pay the amount due to the employee within seventy-two (72) hours.

ARTICLE 39. PROBATIONARY PERIOD

The probationary period for positions in these units shall be one thousand six hundred (1,600) service hours.

The probationary period ends at the end of the day in which the employee has completed the required number of service hours.

The probationary period will be automatically extended for each hour during which the employee is on leave without pay. In situations where the employee is on continuous paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-occupational reasons, the probationary period may be extended at the discretion of the Court Executive Officer or designee. Such extension is in addition to the fifteen (15) pay period extension allowed by the Personnel Plan Policies.

ARTICLE 40. PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) salary increase whichever is greater; provided that no employee is thereby advanced above step 6 of the higher base salary range. At the discretion of the Court Executive Officer or designee, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period.

ARTICLE 41. PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Rules of Court of the Superior Court of California, County of San Bernardino. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal, State, or Court enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

ARTICLE 42. RECRUITMENT/RETENTION SALARY ADJUSTMENT

The Court Executive Officer or designee shall have the sole authority to grant a recruitment/retention salary adjustment for increased compensation only in situations where the Court Executive Officer or designee has determined such a need exists. Prior to implementation, the Court Executive Officer or designated representative shall meet and consult with the Union. Such recommendation is at the sole discretion of the Court Executive Officer not to exceed the term of the existing Memorandum of Understanding, subject to the Court Judges Committee review and approval.

ARTICLE 43. RE-EMPLOYMENT

- (a) A regular employee who has terminated Court employment, and who is subsequently rehired in the same classification in a regular position must begin the first day of work within one hundred eighty (180) calendar days and beginning the first day of work by the one hundred eighty-first (181st) day, may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article on "Leave Provisions"), subject to the approval and conditions established by the Court Executive Officer or designee. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Court Executive Officer or designee has the discretion to waive only the requirement of the re-employed to serve a probationary period. For Tier 1 eligible employees, restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the SBCERA.
- (b) A regular employee who has terminated Court employment and who is subsequently rehired to a regular position in the same job family must begin the first day of work within one hundred eighty (180) calendar days and beginning the first day of work by the one hundred eighty-first (181st) day, may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Court Executive Officer or designee has the discretion to waive only the requirement of the re-employed to serve a probationary period. For Tier 1 eligible employees, restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the SBCERA.
- (c) A regular employee who has terminated Court employment, and who is subsequently rehired to a regular position within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91st) day, may receive restoration of salary step (in the instance of rehire in the same classification), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Court Executive Officer or designee has the discretion to waive only the requirement of the re-employed to serve a probationary period. For Tier 1 eligible employees, restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the SBCERA.
- (d) Re-employment From Layoff. A regular employee who has been laid off from Court employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate, and sick leave in the same manner as described above. For Tier 1 eligible employees, restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the SBCERA.

ARTICLE 44. RELOCATION

Employees in regular positions who are required by order of the Court Executive Officer or designee to change their principal place of residence because of a reassignment to meet the needs of the Court or because of layoff will be granted time off with pay not to exceed two (2) working days and up to four hundred dollars (\$400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings. Employees who are reassigned by order of the Court Executive Officer or designee to a location thirty-five (35) miles or more from the current location shall receive notification of such reassignment a minimum of two (2) pay periods prior to the effective date unless the reassignment is for the benefit of the employee.

ARTICLE 45. RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the time period of one hundred and twenty (120) to ninety (90) days prior to the ending date of this Memorandum of Understanding, any written request to commence negotiations. Upon receipt of notification, negotiations shall begin no later than thirty (30) calendar days after such receipt.

The first order of business shall be negotiation of ground rules. By conclusion of the second meeting, ground rules shall be established regarding the form and procedure for exchanging further proposals and counterproposals.

ARTICLE 46. REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the Court but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

<u>Duration of Work Period:</u>	<u>No. and Limit of Rest Period:</u>
3 hours through 6 hours	One – 15 Minute Rest Period
6 hours through 8 hours	Two – 15 Minute Rest Periods
8 hours through 10 hours	Two – 20 Minute Rest Periods

ARTICLE 47. RETIREMENT SYSTEM CONTRIBUTIONS

Section 1. Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of forty (40) hours per pay period shall become members of the SBCERA.

Due to the California Public Employees' Pension Reform Act of 2013 (PEPRA), SBCERA established a new tier, Tier 2. Tier 1 employees are those with a SBCERA membership date prior to January 1, 2013. Tier 2 employees are those with a SBCERA membership date on or after January 1, 2013. Tier 2 employees are subject to the provisions of PEPRA.

Exception: Employees first hired at age sixty (60) or over may choose not to become a member of SBCERA at the time of hire. If this election is made, the employee will participate in the PST Deferred Compensation Retirement Plan. Said employee shall contribute five percent (5%) of the employee's biweekly gross earnings and the Court shall contribute two and one-half percent (2.5%) of the employee's biweekly gross earnings. The employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from the employee's earnings. Maximum total contributions shall be seven and one-half percent (7.5%) of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Court.

Employees shall be responsible for one hundred percent (100%) of the employee's retirement contributions as determined by the SBCERA without the Court paying any part of the employee's contributions.

The Tier 1 employee must choose to have the contributions designated as all non-refundable or all refundable contributions for retirement purposes. If the Tier 1 employee designates the pickup as non-refundable contributions, then for each dollar applied, the Tier 1 employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the SBCERA as determined by the Board of Retirement, and the Tier 1 employee may not withdraw this contribution from the SBCERA.

If the Tier 1 employee designates the pickup as refundable contributions, then for each dollar applied, the Tier 1 employee's retirement obligation shall be satisfied in the amount of one dollar, and upon separation without retirement, a Tier 1 employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as non-refundable contributions.

If the Tier 1 employee does not file a designation, the contributions shall be made as refundable contributions. Tier 1 employees receiving SBCERA contributions under the Benefit Plan in effect prior to the effective date of this Article shall continue to have contributions under this Article applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the Tier 1 employee until a revised designation is made by the Tier 1 employee.

Section 2. Special Provisions

The provisions of this Article shall be applied each pay period.

Section 3. Survivor Benefits

Survivor benefits are payable to employed retirement members with at least eighteen (18) months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in the annual actuarial study. Employees are required to pay for survivor benefits even if you are not married and have no minor children.

ARTICLE 48. RETIREMENT MEDICAL TRUST FUND

A Retirement Medical Trust Fund has been established for employees with ten (10) or more years of participation in the SBCERA. The Trust is administered by a Board of Trustees who will manage resources of the Trust and who will also determine applicable administrative fees for managing the Trust Fund. The Trustees will ensure that payments of qualified medical expenses incurred by retirees or their eligible dependents will be appropriately reimbursed. The Trust will establish individual accounts for each participant who will be credited with interest earnings/losses based on the investment performance of the participant's individual account. As determined appropriate by the Trustees, the Trust Fund will provide a selection of investment options for participants. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for the Court. All of the distributions from the Trust Fund made to retirees or their eligible dependents for

the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical insurance payments) will also be non-taxable to the retiree or the retiree's eligible dependent(s).

At retirement, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conditions described below. Any remaining sick leave balance is forfeited.

<u>Amount of Remaining Sick Leave Hours</u>	<u>Cash Formula Value:</u>
480 or less	35%
481 to 600 hours	40%
601 to 720 hours	45%
721 to 840 hours	50%
841 to 1200 hours	65%

The Trust is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of Section 501 (c)(9) of the Internal Revenue Code.

ARTICLE 49. RETURN-TO-WORK COMPENSATION

Section 1. Purpose

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three types of return-to-work compensation covered by this Article: on-call; standby; and call-back. Assignment and approval of return to work compensation shall be made by the Court Executive Officer or designee based upon the needs of the Court.

Section 2. On-Call Compensation

- (a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.
- (b) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the Court Executive Officer or designee.
- (c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.
- (d) On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.
- (e) The employee shall not receive on-call compensation once the employee begins work.

Section 3. Standby Compensation

- (a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.
- (b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's

home and the work site. Employees can also be given a designated time to report by the Court Executive Officer or designee.

- (c) Standby duty shall be compensated at the rate of three dollars and fifty cents (\$3.50) for each full hour of duty or portion thereof. Standby duty shall not count as hours worked.
- (d) The employee shall not receive standby compensation once the employee begins work.

Section 4. Call-Back Compensation

- (a) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the Court Executive Officer or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.
- (b) Call-back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Article on "Overtime."
- (c) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the Article on "Overtime."

ARTICLE 50. SALARY ADJUSTMENTS

Section 1.

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Appendix C. Base salary rate shall mean the hourly rate of pay established pursuant to Section 1 herein or the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement as appropriate. Salary ranges shall be those provided in the Basic Salary Schedule contained in the Court Salary Schedule.

The following salary ranges will be increased:

1st Year. Effective September 24, 2022 and after the MOU is signed and executed, the salary ranges will increase 5.0%.

2nd Year. Effective the first full pay period in October, 2023, the salary ranges will increase 4.0%.

3rd Year. Effective the first full pay period in October, 2024, the salary ranges will increase 3.0%.

The Court will grant each employee who is active on the payroll and has successfully passed their initial probationary period on the date this agreement is ratified, a two thousand dollar (\$2,000.00) one-time lump sum payment. The one-time payment is not retirement earnable and will be reflected on the pay check employees will receive on November 23, 2022.

Section 2.

The parties, having jointly reviewed and considered all available factors, agree that the salaries of existing classifications are those set forth in Appendix C.

ARTICLE 51. SALARY RATES AND STEP ADVANCEMENTS

New employees shall be hired at Step 1 of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through Step 6 with the approval of the Court Executive Officer or designee.

Within the base salary range, all step advancements will be made at the beginning of the pay period in which the employee completes the required number of service hours. However, when an employee reaches the required number of service hours, the step advance will be made at the beginning of the next pay period. Approval for advancement shall be based upon completion of required service hours in the classification and satisfactory work performance. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Article "Merit Advancements."

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period. Overtime hours and time without pay shall not count toward step advancements. The employee shall be eligible for the first step advancement after completion of one thousand forty (1040) hours [approximately six (6) months] and subsequent step advancements after completion of two thousand eighty (2080) hours.

Examples:

Hire Step	1	
After 1040 hours* Approx. 6 months	2	5%
After additional 2080 hours* Approx. one year	3	5%
After additional 2080 hours* Approx. one year	4	5%
After additional 2080 hours* Approx. one year	5	5%
After additional 2080 hours* Approx. one year	6	5%

* Assumes satisfactory work performance and Manager or designee recommendation.

The Court Executive Officer or designee may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The Court Executive Officer, or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

ARTICLE 52. SHORT-TERM DISABILITY

The Court agrees to pay the premium for short-term disability insurance for employees. This benefit shall apply to employees in regular positions budgeted for forty (40) or more hours per pay period. The short-term disability insurance plan benefit coverage shall include a provision for a seven (7) calendar day waiting period from the first day of disability before benefits begin. Benefits shall be fifty-five percent (55%) of base salary up to a weekly maximum established by the State of California for the State Disability Insurance Fund. Benefit payments terminate when the employee is no longer disabled, or upon termination of employment from the Court, or after fifty-two (52) weeks of disability.

Other benefit conditions shall be determined exclusively by the Court consistent with State Disability Insurance practices.

ARTICLE 53. SPECIAL ASSIGNMENT COMPENSATION (SAC)

Increases in pay may be granted to recognize the temporary assignment of additional responsibilities significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to a vacation, short-term illness, or other relief six (6) weeks or less. The duration of such assignment are not intended to exceed one (1) calendar year except in unusual circumstances approved by the Court Executive Officer or designee. Employees will normally not be in a probationary status. The employee shall be required to meet standards for satisfactory performance.

Compensation shall be awarded in pay-period increments and shall be in the form of a specified percentage of the employee's base pay. The Court Executive Officer or designee will determine the amount from a minimum of two-and-one-half percent (2.5%) up to a maximum of seven-and-one-half percent (7.5%). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increased in pay shall not affect and employee's step advancement in the base range pursuant to "Salary Rates and Step Advancements." An employee on an unpaid leave of absence for the entire pay period or paid leave for longer than thirty (30) days is not eligible to receive Special Assignment Compensation.

Requests for Special Assignment Compensation shall be initiated by the manager. The manager bears the responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this provision. It is important the Court Executive Officer review the request before the employee begins the assignment because there is no guarantee the request will be approved. Special Assignment Compensation is to be effective only with the Court Executive Officer's written approval, assignment of the great level of duties, and signed acceptance by the employee.

This provision shall not be used to circumvent or provide additional compensation over and above that which may be provided in "Classification" and "Temporary Performance of Higher-Level Duties." These aforementioned provisions are mutually exclusive concepts, and as such, there shall be no dual or multiple requests and/or appeals, in which the latter is applicable, for a single situation.

ARTICLE 54. STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported for payroll purposes as time worked for the day in which the tour of duty began. The Court Executive Officer shall establish the actual number of hours which comprises the standard tour of duty for each position. Employees may be assigned or authorized by the Court Executive Officer or designee to a 9/80 work schedule provided a work period is established and agreed to in writing by the Court Executive Officer and the employee which includes eighty (80) hours worked each work period. Employees may be assigned or authorized by the Court Executive Officer or designee to a 4/10 work schedule. The Court Executive Officer may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the Court. When the Court Executive Officer finds it necessary to make such modifications or changes, he/she shall notify the affected employee(s) and the Union indicating the proposed change prior to its implementation. Any such modifications or changes may not be implemented until each affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency. The Court shall provide the employee a written notice of denial within ten (10) working days should the employee's request be denied. If the employee who received the denial wishes to discuss such denial, the supervisor will sit down with the employee within ten (10) working days to discuss the denial.

Upon request of the Union, the Court will meet and confer regarding the impact of any proposed modification.

ARTICLE 55. TEMPORARY PERFORMANCE OF HIGHER-LEVEL DUTIES

Employees directed by their manager to continuously perform the duties of a vacant higher level position, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring a greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness or other temporary relief. For the purpose of this Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

Eligibility Criteria: Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the Court Executive Officer or designee and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.

Assignment Criteria:

- (a) For the purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Court Executive Officer or designee. The Court Executive Officer or designee certifies that the employee is assigned and held responsible to fully perform all of the higher level duties without limitation as to difficulty or complexity of assignments or consequence of action. This provision shall not be used to circumvent the merit system of promotion and approval of such a request shall initiate the appropriate recruitment/selection process where applicable.
- (b) Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.
Compensation: Compensation shall be awarded in pay period increments.
- (c) Employees performing the duties of a vacant higher level regular position shall be entitled to a salary rate increase to the higher level for the time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion.
- (d) Project compensation shall be in the form of a specified percentage of the employee's base pay. The Court Executive Officer or designee will determine the amount in increments of one (1) percent from a minimum of two and one-half percent (2-1/2%) up to a maximum of seven and one-half percent (7-1/2%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements." An employee on an unpaid leave of absence for the entire pay period or paid leave for longer than thirty (30) days is not eligible to receive Temporary Performance Compensation.

Requests for Temporary Performance Compensation shall be initiated by the Manager via the Court Executive Officer or designee. The Manager bears responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. It is important to obtain Court Executive Officer review and approval of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Court Executive Officer's or designee's written approval, assignment of the greater level of duties, and signed acceptance by the employee.

The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the Article on "Classification." The Articles "Temporary Performance of Higher Level Duties," and "Classification" are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.

ARTICLE 56. TERM OF CONTRACT

- (a) The term of this Memorandum of Understanding shall commence at 12:01 a.m. October 1, 2022, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of September 30, 2025. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of September 30, 2025, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.
- (b) The Court agrees to schedule discussions with the Union regarding budget-reduction strategies as alternatives to lay-offs, such as furloughs, cessation of step increases, wage reductions, modification of salary ranges, etc., prior to implementing any lay-offs.

ARTICLE 57. TUITION REIMBURSEMENT AND MEMBERSHIP DUES

ALL UNITS

Section 1. Preamble

In conjunction with the Union, the Court has established for each representation unit a tuition reimbursement and membership dues procedure to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as Court employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted by this Article. Tuition funding and reimbursement programs shall be administered by the Court's Financial Services.

No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

If a license or certification is required for classification and for the mandatory portion of State Bar dues, the Court will either reimburse the employee or make direct payments.

Section 2. All Units

Each fiscal year a maximum of six hundred dollars (\$600) will be allowed for each employee in a regular position with at least twelve (12) months of Court service. These funds will be administered by the Court's Financial Services Division for one hundred percent (100%) reimbursement of tuition costs, books, and community college registration fees for career development courses or to reimburse membership dues in professional organizations; provided such expenditure enhances furtherance of Court goals and is previously approved by the Deputy Court Executive Officer or designee.

Request for reimbursement must be approved in advance by the Court Executive Officer or designee and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has prior approval of

the Court Executive Officer or designee. Travel expenses will be reimbursed pursuant to the Courts travel policy.

ARTICLE 58. UNION LEAVE

The Court will provide the Union with a bank of two hundred (200) hours of release time per calendar year at the Union's expense for an employee that is a Chief Steward(s) or Steward(s) for the Union to attend periodic union-sponsored training, meetings, seminars, and conferences. Union leave must be taken with the approval of the appointing authority at such time as will not impair with the work schedule or the efficiency of the Court. Union leave time shall not be granted for members to engage in political, lobbying, or organizing activities. The Court shall not be obligated or responsible for any of the expenses or costs of members' attendance at such training, seminars, or conferences. Employees may use VTO or vacation time to cover this time away from work and seek reimbursement from the Union. The Union agrees to provide the Court with a minimum of two (2) weeks advance notice for release time under this provision.

ARTICLE 59. UNION MEMBERSHIP

ALL UNITS

The Union shall have the sole and exclusive right to have membership dues deducted for employees covered under this Agreement with the San Bernardino County Superior Court, upon appropriate written authorization from such employee. The Court shall make remittance to the Union within fifteen (15) working days of the deduction of such sums.

Upon certification by the Union that an employee has signed an authorization for the deduction of Union membership dues and/or designated fees, the Court will deduct the appropriate dues or fees, as established and may be changed from time to time by the Union, from the employee's pay, and remit such dues or fees to the Union. The Union shall advise the Court in writing of the dues to be deducted for each member of the Union.

Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary date on which the employee signed the authorization form. The Union shall, as soon as possible, notify the Court if any member of the bargaining unit revokes a dues authorization.

In any situation where an employee requests information about becoming or remaining a member of the Union, the Court shall refer such inquiries to the Union for response.

The Court shall forward a monthly personnel report to the Union and assigned Business Agent, which will include any and all personnel actions (new hires, termination, transfers, promotions, home address changes, etc.) within the Unit.

NEW EMPLOYEE ORIENTATION (NEO)

To satisfy the requirements as set forth under AB 119, the Court and Teamsters Local 1932 agree to the following:

- 1) The Union shall designate a specific representative who will serve as the point of contact for NEO related matters. The Union shall be responsible for updating the Court point of contact of any changes.

- 2) The Court shall provide the Union's designated representative with a list of the scheduled NEO dates for the calendar year. If there are any changes to the scheduled dates, Human Resources will notify the Union's designated representative as soon as possible.
- 3) Human Resources will provide the Union a list of new employees and their classifications, scheduled to attend the upcoming NEO session, seven (7) days prior to the session. A shorter notice may be provided under mitigating circumstances; Human Resources department will provide the information as soon as possible prior to the NEO date.
- 4) The Union shall be permitted to meet with their employees for up to 30 minutes between the hours of 11 :30 am - 12:00 pm. Human Resources will provide a space for the Union representative to meet with the employees represented by their bargaining unit during this time frame. If for any reason the Union will not be present for a scheduled NEO presentation, the Union shall notify Human Resources at least seven (7) calendar days prior to the session. A shorter notice may be provided under mitigating circumstances; Union will provide the information as soon as possible prior to the NEO date.

ARTICLE 60. UNION STEWARDS

ALL UNITS

Section 1. Union Stewards

Union may designate employees as Union Stewards or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

- (a) Union shall be entitled to ten (10) authorized Union Stewards and ten (10) alternates (not to exceed four (4) Stewards and four (4) alternates representing employees at the San Bernardino Justice Center and San Bernardino Historic). The Union will allocate stewards and alternates to the various work sites to meet the needs of the membership.
- (b) If there is no Union Steward in the unit at the work location, representation may be provided by a Union Steward from another Unit and/or location.
- (c) The Union will designate only employees who have obtained regular status.
- (d) The Union shall file with the Court Executive Officer a written list of all employees designated as Union Stewards and alternates, such list to be kept current by the Union.
- (e) Time spent during regularly scheduled work hours by an authorized Union Steward or alternate in representing an employee shall only be compensated by the Court at such Steward's or alternate's base rate of pay.
- (f) Court vehicles and supplies may not be used. Court telephones and e-mail may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of the Court operations and result in telephone costs to the Court.

Section 2. Handling of Grievances and Disciplinary Proceedings

- (a) At the request of an employee a Union Steward or alternate may investigate a formal grievance and represent the employee at the resulting proceedings or represent the employee during disciplinary proceedings.
- (b) Prior to participating in a grievance or disciplinary proceeding, the authorized Union Steward or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of Court operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to the Court and employees

when the Union Steward or alternate and affected employee can reasonably expect to be released from their work assignment. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure equal to the amount of the delay.

- (c) Employees must use the Union Steward or alternate assigned to their geographic location and representation unit, except as otherwise provided herein.

Section 3. Chief Stewards

Union may select one (1) Professional and one (1) Supervisory Steward from the Union Stewards to serve as Chief Stewards. In addition to traditional Union Steward responsibilities, Chief Stewards will provide a centralized point of contact and information for the Court, Union, Union Stewards and employees.

ARTICLE 61. USE OF BULLETIN BOARDS

The Court will furnish a reasonable portion of existing bulletin board space for notices of the Union. Only areas designated by the Court Executive Officer or designee may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- (a) Scheduled Union meetings, agenda and Union Steward lists.
- (b) Information on Union elections and the results.
- (c) Information regarding Union social, recreational, and related news bulletins.
- (d) Reports of official business of the Union, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve the Court or its relations with Court employees. All notices to be posted must be dated and signed by an authorized representative of the Union, with a copy to be submitted, delivered or Court equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by Court employees during their regular work time.

Union Stewards with offices or work cubicles in non-public areas may post notices in their work area regarding union business in a manner consistent with court policies.

In cases where the Union represents more than one (1) authorized employee representation Unit at a work location, the space described above will become the bulletin board space for all employees represented by the Union at that work location.

ARTICLE 62. USE OF COURT RESOURCES

The Union will be granted permission to use Court facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with Court needs. Permission to use Court facilities must be obtained by Union from the Court Executive Officer or designee. The Union shall be held fully responsible for any damages to and the security of any Court facilities that are used by the Union. The Union will be permitted to use the Court email system through its Chief Steward(s) or Steward(s) for the purpose of sending notices, consistent with the terms of ARTICLE 61. USE OF BULLETIN BOARDS. No Court vehicles, equipment, time, or supplies may be used in connection with any activity of the Union, except as may be otherwise provided in this Agreement.

The printing of Consolidated Memoranda of Understanding shall be undertaken by competitive bid with the costs for all units jointly shared by the Court and by the Union.

ARTICLE 63. VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program is intended to provide employees a means of taking unpaid time off work without losing benefits which depend on the employee being in a paid status. The following conditions apply:

- (1) VTO may be taken in the same increments as vacation time and is limited to one hundred and twenty (120) hours per fiscal year.
- (2) When VTO is taken, leave accruals continue as if the employee were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee take the vacation time off during the first thirteen (13) pay periods of the following fiscal year. VTO time counts as time worked toward satisfying the required hours to receive the Benefit Plan.
- (3) VTO does not count as hours worked for purposes of computing overtime. Benefits from the Retirement System Contribution Article will only be paid if the employee is in a paid status at least forty (40) hours in any pay period in which VTO is used.
- (4) VTO may not be used for situations that would otherwise require Leave Without Pay, or in conjunction with Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.
- (5) VTO is an entirely voluntary program. No employee may be required to take VTO.

VTO may be taken by request of the employee and upon approval of the Supervisor or Manager.

ARTICLE 64. WORK DISRUPTION

The parties agree that no work disruptions shall be caused or sanctioned by the Union during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of the Court, or any curtailment of work, disruption, or interference with the operations of the Court. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against the Court is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the Court during the term of this Agreement, unless such work disruptions occur.

Appendix A

APPROVAL BY COURT JUDGES EXECUTIVE COMMITTEE

This Memorandum of Understanding is subject to approval by the Judges Executive Committee. The parties hereto agree to perform whatever acts are necessary, both jointly, and separately, to urge the Judges Executive Committee to approve and enforce this Memorandum of Understanding.

Following approval of this Memorandum of Understanding by the Judges Executive Committee, its terms and conditions shall be implemented.

DATED: 11-29-22

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

TEAMSTERS LOCAL 1932

Lois A. B.
Kristine Armistead
Janet Meering
J. Murphy

Katherine Jenkins
Ann C. B.
Katie Nuss

RECOMMENDED FOR COURT EXECUTIVE COMMITTEE APPROVAL:


R. GLENN YABUNO
Presiding Judge


ANABEL ROMERO
Court Executive Officer

Appendix B

REPRESENTED BARGAINING UNITS

The Superior Court of California, County of San Bernardino and the Union have met and conferred and reached an agreement establishing an Employer-Employee Relations Resolution.

That Resolution sets out two bargaining units for which the Union is the exclusive representative.

These bargaining units are the Supervisory Unit and the Professional Unit.

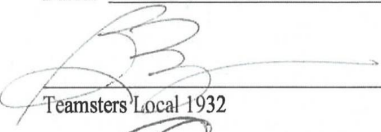
It is the intention of the parties to negotiate a single Memorandum of Understanding between the parties concurrently. The individual bargaining units will be identified in the Memorandum of Understanding including any benefits unique to each bargaining unit.

The Court will release the following number of employees for the purpose of meeting and conferring for subsequent Memorandum of Understanding.


Number of Employees

Supervisory Unit	2
Professional Unit	2

Dated: 11-29-22



Teamsters Local 1932



Superior Court of California, County of San Bernardino

Appendix C

EFFECTIVE 9.24.2022 (5%)

Classification	Unit	Step 1	Step 6
ACCOUNTANT	CSP	\$32.5664	\$41.5609
ACCOUNTING SUPERVISOR	CSP	\$39.5911	\$50.6240
APPLICATIONS ANALYST I	CPF	\$37.7477	\$48.1843
APPLICATIONS ANALYST II	CPF	\$41.5835	\$53.1315
APPLICATIONS ANALYST III	CPF	\$43.6572	\$55.7610
ASST COURT MENTAL HEALTH COUNSELOR	CPF	\$35.9180	\$45.8665
CHILD CUSTODY RECOMMENDING COUNSELOR	CPF	\$41.5835	\$53.1315
COURT SERVICES SUPERVISOR	CSS	\$40.5669	\$51.8303
DEVELOPER	CPF	\$42.6136	\$54.4460
FACILITIES AND RECORDS SUPERVISOR	CSP	\$28.1380	\$35.9180
FAMILY COURT SERVICES SUPERVISOR	CSP	\$45.8665	\$58.5934
FAMILY LAW FACILITATOR	CPF	\$54.4460	\$69.6672
INFORMATION TECHNOLOGY SUPERVISOR	CSP	\$48.1843	\$61.5618
INFRASTRUCTURE ANALYST I	CPF	\$38.6287	\$49.3499
INFRASTRUCTURE ANALYST II	CPF	\$42.6136	\$54.4460
INFRASTRUCTURE ANALYST III	CPF	\$44.7415	\$57.1707
INVESTIGATOR	CPF	\$35.9180	\$45.8665
JUDICIAL STAFF COUNSEL III	CPF	\$57.1707	\$73.1641
LEGAL PROCESSING SUPERVISOR I	CSP	\$22.2132	\$28.3550
LEGAL PROCESSING SUPERVISOR II	CSP	\$26.3755	\$33.6408
MENTAL HEALTH COUNSELOR	CSP	\$41.5835	\$53.1315
OPERATIONS SUPERVISOR I	CSP	\$28.1380	\$35.9180
OPERATIONS SUPERVISOR II	CSP	\$33.4105	\$42.6136
PROBATE EXAMINER	CSP	\$31.7840	\$40.5669
SENIOR CHILD CUSTODY RECOMMENDING COUNSELOR	CPF	\$43.6572	\$55.7610
SENIOR JUDICIAL STAFF COUNSEL	CPF	\$60.0577	\$76.8917
STAFF ATTORNEY	CPF	\$49.3499	\$63.1207
SUPERVISING ATTORNEY	CSP	\$63.1207	\$80.8086
SUPERVISING COURT INVESTIGATOR	CSP	\$39.5911	\$50.6240
SUPERVISING COURT PARALEGAL	CSP	\$37.7477	\$48.1843
SUPERVISING PROBATE EXAMINER	CSP	\$38.6287	\$49.3499
TREATMENT COORDINATOR	CSP	\$41.5835	\$53.1315
WEB DEVELOPER	CPF	\$41.5835	\$53.1315



PRINTED FOR THE MEMBERS BY TEAMSTERS LOCAL 1932
421 & 433 NORTH SIERRA WAY, SAN BERNARDINO, CA 92410
(909) 889-8377

YOUR "WEINGARTEN RIGHTS"

An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to ask for union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request union representation.