



**Superior Court
of the State of California,
In and For the County of Placer**

AND

United Public Employees (UPE)

**Memorandum of Understanding
for the
General Unit**

9/1/2024 - 8/31/2025

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the MOU, is entered into by and between the Superior Court of California, County of Placer, hereinafter referred to as the Court, and United Public Employees (UPE), hereinafter referred to as the Union. Its purpose is to achieve and maintain harmonious relations between the Court and the Union, to provide for equitable and peaceful settling of differences that may arise, and to establish wages, hours, and other terms and conditions of employment, pursuant to the provisions of the Trial Court Employment Protection and Governance Act (Government Code §71600, et seq).

ARTICLE 1 – RECOGNITION

1.1 Exclusive Representative

The Court recognizes the Union as the exclusive bargaining agent for all employees working in those classifications listed in Appendix A.

1.2 New Positions

New classifications shall be submitted to the Union and opportunity allowed to meet and confer regarding appropriate bargaining unit assignment. If the parties fail to agree, the issue shall be appealable through the grievance procedure in Article 9.

ARTICLE 2 - UNION RIGHTS

2.1 Employee Contact

The Union Field Representative shall have the right to contact individual employees working within the represented unit on matters of Union business providing such contact does not unduly interfere with the work of the employee or the Court. When contact is made at the work site of the employee during normal business hours, it shall be after notification, in advance, of Human Resources and approval of the employee's supervisor. Such approval shall not be unreasonably denied.

2.2 Meetings

- A. Any authorized representative of the Union shall be permitted to conduct employee meetings on matters within the scope of representation, in Court facilities, before and after shifts and during meal periods, providing that reasonable notice be given to the Court Executive or designee in advance and facilities are reserved as set forth in Section B.
- B. The Union shall have use of Court facilities for meetings of off duty employees and the Union, provided that the Union has requested the facility reasonably in advance of the meeting and has received approval from Court Administration, on the same basis as other organizations.

2.3 Communications

- A. The Union shall have the right to reasonable use of space on the Court's bulletin boards and the Court mail and e-mail systems solely for the purpose of communicating official Union business. The Union's use of the email system is limited to communication with bargaining unit employees only. Nothing defamatory, derogatory, libelous or slanderous will be posted on the bulletin board or sent through the mail or email systems. The Court Executive Officer or designee may remove postings that do not meet the requirements of this Article. Upon removal of such a posting, the Court Executive Officer or designee shall notify the Union of the removal and, upon request of the Union, set a meeting to discuss the content of the posting.
- B. Any use of the Court's interdepartmental mail or email systems by any person for official service or notification is done at the sender's risk of non-receipt by the addressee.

2.4 Release Time

The Court and Union shall each appoint a negotiating committee of the designated representative and no more than four employee representatives. The Court shall provide reasonable release time without loss of pay for three (3) employee representatives when formally meeting and conferring with the Court's negotiating committee for successor MOU negotiations. For all other meet and confer sessions, the Court shall provide reasonable

release time without loss of pay for two (2) employee representatives. An additional subject matter expert employee representative may be requested and released if operational needs allow for both successor MOU negotiations and meet and confer sessions. In all cases of release time, the Union shall notify Human Resources, in writing if possible, of the need for such release time and the Human Resources department shall inform the employee representatives' supervisor(s) on the agreed upon dates to meet and confer.

2.5 Exclusive Rights

The Court recognizes the exclusive right of the Union to represent members of the bargaining unit on all matters relating to employment conditions and employer-employee relations subject to the employee's right of self-representation pursuant to Government Code Section 71631.

2.6 Grievance Processing

Upon request of an aggrieved employee, a steward of UPE may investigate a grievance or dispute and assist in its presentation. They shall be allowed a reasonable time for this purpose without loss of compensation, subject to prior notification and approval by their immediate supervisor. Should the supervisor need to deny a request due to operational needs, they will work with the employee to find a suitable alternative.

2.7 Dues Deduction

A. General

1. The Court shall start or stop deductions for dues, following receipt of notice from the Union that authorization has been provided to the Union by an employee in the Unit. Should there be a dispute regarding the deduction of dues, the Union shall provide the Court with a copy of the authorization(s) signed by the employee. The employee must have sufficient wages within a pay period to cover the union dues deduction.
2. The Union, in consideration for and as a condition of the Court withholding and transmitting payroll authorized by this Section and in compliance with SB 866 shall hold harmless and indemnify the Placer County Superior Court, its officers, and employees from any liability that may result from making, canceling or changing requested deductions.

B. Dues Deduction Check

1. Dues deductions covering all such deductions shall be transmitted by electronic funds transfer to an account specified by the Union.

Dues deductions will be transmitted at least monthly.

2. The Court agrees to provide the Union with an electronic file that shows the total amount authorized for deduction from each member's check.

2.8 New Employee Orientation

- A. This provision shall apply to new hire employees appointed to classifications covered by this Agreement.

Onboarding: The parties acknowledge that the Court provides a new employee orientation (onboarding) to each new employee hired by the Court. As such, the Court will provide an email informing the union of the new employees name and dates of hire. These emails are typically 10 or more days prior to the new employee's start date, however, there may be occasions where the new employee will be able to start right away and the email notification will be less than the 10 days' notice.

The Court will provide an opportunity for the Union to attend and provide a presentation for new employees, for up to 30 minutes, during the first two weeks of employment. If a Union representative is unavailable or operational needs do not allow attendance of new employee orientation, the union and management will find a mutually agreeable 30-minute window within two weeks for the new employee to meet with a Union representative, if requested by the Union. There shall be no loss of compensation for the shop steward conducting the new employee meeting.

- B. Information Provided: On a quarterly basis (March, June, September, and December), the Court will provide the Union with a digital file via email to the email address designated by the Union.

The Court will provide the Union with the following information on file, to the extent the Court has it on file:

- Name.
- Job Title.
- Department.
- Work Location.
- Home telephone number.
- Home address.
- Personal cellular telephone number.
- Work telephone number.
- Personal email addresses on file with the Court.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code section 3558 only, an employee may opt out via written request to the Court (copy to the Union) to direct the Court to withhold disclosure of the employee's: Home address; home telephone number; personal cellular telephone number; and personal email address.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Personnel Files

- A. The Court recognizes the employee's rights under the State and Federal privacy laws to confidentiality of personnel files. The Court accepts responsibility for maintaining confidentiality and physical security of these files. Every employee has the right to review their personnel files at reasonable intervals during the regular business hours of the Court.
- B. The Court Human Resources Office shall maintain the official personnel file for each employee. A working supervisor file also may be maintained within the employee's Department. There shall be no other personnel files maintained.
- C. Only job related material shall be maintained in the personnel files. No entry shall be made in the official personnel file unless and until the employee is provided with a copy of said entry. Employees shall have thirty (30) calendar days from the date of receipt by the employee to respond in writing to any derogatory information in their files. Such response becomes a permanent part of the employee's personnel record.
- D. No materials maintained in the working supervisor file may be used as the basis for, or as supporting documentation in, any proposed major disciplinary action unless and until said materials are placed in the official personnel file in accordance with Section C above.
- E. An employee may grieve the placement of any material into their official personnel file.
- F. Nothing in this Article shall be construed to limit supervisory employees from maintaining desk notes, communication and/or caseload files which may be related to employee performance. Any such materials shall be subject to Section C above.
- G. Employees shall have the right to petition Human Resources to have letters of reprimand removed from their personnel file after three (3) years, and suspensions of five days or less removed from their file after five (5) years, following the date of the action if no subsequent discipline has occurred.

3.2 Performance Evaluation

- A. Employees shall be evaluated in accordance with the rules and regulations adopted by the Court. Probationary employees will normally be evaluated every three months and non-probationary employees annually, aligning with their anniversary date. A leave of absence during a probationary period may also alter an employee's performance evaluation dates. Nothing shall preclude special evaluations. Annual evaluations are expected to be completed 15-30 days prior to the employee's anniversary date. If a performance evaluation is not received on or before the date it is due, it shall be deemed to have a "meets expectation" rating for the purpose of granting any applicable step increase or for determining

eligibility for promotion. An exception shall be made for employees on a leave of absence, allowing performance evaluations to be delivered upon their return. Should an employee's anniversary date be overlooked or an evaluation be late, the employee shall be recommended for the merit step increase on the following scheduled payroll and the Court shall compensate the employee for the additional salary he/she would have received, dating from their anniversary date.

- B. Employees who receive ratings of "requires improvement" shall have included with their evaluations:
- i. A clear statement of the problem, to include specifics and evidence of prior counseling, if any;
 - ii. Suggested remedial action; and
 - iii. A suggested time frame for improvement.

This section does not apply in the case of probationary employees where the evaluation is recommending release from probation. For regular employees, evaluations that recommend termination need not include (ii) and (iii).

- C. Employees may rebut any information he/she feels is inaccurate on a performance evaluation, in writing, within fifteen (15) working days of receipt of the final evaluation. Such rebuttal shall be attached to the evaluation and remain a part of the permanent file.
- D. Where a merit step increase is delayed or denied because of a performance evaluation recommendation, the denial of the merit step increase may be appealed to the Court Executive.

3.3 Conflicts of Interest and Disclosure Statements

Each bargaining unit employee shall be furnished with a copy and adhere to the conflict of interest code and The Code of Ethics for the Court Employees of California. The Court shall maintain forms for statements required of bargaining unit employees by the conflict of interest provisions of the Political Reform Act of 1974 and conflict of interest codes adopted there under.

3.4 Seniority

- A. Seniority is defined as continuous employment with Placer County as a Court Employee and Placer Court. When there has been a break in employment, employees who leave (or have left) court employment and reinstate to court service within a one-year period shall be given seniority credit for the time prior to and after their break in service. However, the time during the break in employment will not be counted for purposes of seniority credit. Employees who have (or have had) a break in service of greater than one year will not receive seniority credit for the time prior to the break in service.
- B. Seniority among qualified employees shall be considered in the bidding for transfers, schedules, shifts, assignments, and modified hours.

- C. Any Court Reporter hired between January 1, 2020, and April 30, 2020, and who was previously an employee of the Court as a Court Reporter, shall have their prior time worked with the Court counted towards seniority. This shall apply for purposes of bidding and for appropriate vacation or other leave accruals. Notwithstanding this designation of seniority, employees shall have a new hire date, the date they begin employment with the court in 2020, and shall be entitled only to those benefits offered to employees based on this new hire date.

3.5 No Discrimination

The Court shall not interfere with or discriminate against any employee by reason of their membership in UPE, or activity approved by this Agreement, nor will the Court discourage membership in UPE or encourage membership in any other employee organization. UPE, in turn, recognizes its responsibility as the exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint or coercion.

3.6 Time Off for Interviews

Court employees will be allowed paid time to interview for other Placer Superior Court positions.

3.7 Job Descriptions

Job descriptions or titles for classifications listed in Appendix A shall not be changed without notice to the Union and affording the Union the opportunity to meet and confer with the Court on the impact of said changes.

ARTICLE 4 - WORK HOURS

4.1 Standard Work Day and Week

A. Work Day

The workday for a full time employee covered by this Memorandum of Understanding shall consist of eight (8) hours, unless an approved flexible schedule is in place.

Daylight Savings Time: Employees scheduled to work a shift in which daylight savings time either takes effect or reverts to standard time, shall be paid for hours worked. Employees scheduled to work a shift when daylight savings time is in effect, shall have the option to use one hour of vacation or CTO time.

Employees scheduled to work a shift when daylight savings time reverts shall be compensated for hours worked.

B. Work Week

The workweek begins at 12:00 a.m. on a Saturday and ends at 11:59 p.m. on the following Friday. Except as may otherwise be provided, an employee who occupies a full-time regular position shall work forty (40) hours in each workweek.

4.2 Meal Periods

A. Except in unusual circumstances, when working a shift scheduled to be more than six (6) hours, an employee shall be granted a duty free, unpaid meal period of a minimum of thirty (30) minutes and up to sixty (60) minutes at or near the midpoint of the shift. Employees working a shift scheduled to be exactly six (6) hours may request an unpaid meal period of a minimum of thirty (30) minutes and up to sixty (60) minutes and except in unusual circumstances, such request shall be granted.

B. An employee may arrange to have a shorter meal period by obtaining prior approval of the Court Executive or designee.

C. After each four (4) hour segment of overtime worked, an employee shall be granted a thirty (30) minute duty free, unpaid meal period.

4.3 Rest Periods

A. In each four (4) hour segment of work, an employee shall be entitled to a paid rest period of 15 minutes. Notwithstanding the foregoing when working a shift scheduled to be six hours or less, an employee shall be granted at least one (1) paid rest period. After each two (2) hour segment of overtime, an employee shall be granted a fifteen (15) minute paid rest period.

B. Rest periods shall be considered time worked. Rest periods shall not be used to delay starting times, lengthen meal periods or advance quitting times unless the employee is prevented by the supervisor from taking the rest period.

4.4 Notice of changes in hours or work locations

- A. Regular employees shall be given at least fourteen (14) calendar days' written notice prior to a permanent change in their assigned hours of work or work location. The notice requirement shall not apply to temporary or emergency assignments or to positions that normally require regular movement from site to site.
- B. If the proposed change in location or shift creates a hardship for an employee in terms of child care, car pool, or other such arrangements, the employee may request an extension of an additional seven (7) calendar days if absolutely required. Such requests for extension shall not be capriciously or arbitrarily denied.

4.5 Overtime

That period of authorized work performed by an employee in excess of 40 hours in a workweek. Paid time off for holidays shall be computed as actual hours worked for computation of overtime; however other paid leaves (vacation, sick, etc.) will not.

4.6 Overtime; Holiday Work

When an employee is required to work on a Court holiday which falls on a normal day off, the employee shall be entitled to overtime compensation for actual hours worked and regular rate of pay for the holiday.

(Example: An employee required to work 8 hours on a holiday would receive 8 hours at time and one half and 8 hours at regular rate of pay or 2 1/2 times normal rate)

4.7 General Policy on Overtime

It is the general policy of the Court to avoid the necessity for overtime work whenever possible. Overtime shall be held to a minimum consistent with efficient operation and shall only be used to cover emergencies or where working employees overtime is more economical than adding regular or extra help employees. Extra help and limited term positions shall be used to cover seasonal peak workloads, emergency workloads of limited duration, necessary vacation relief, paid sick leave, and situations involving a fluctuating staff.

An appointing authority shall have the right, subject to the following provisions to require that an employee work overtime.

A change in an employee's work schedule shall be deemed overtime unless the appointing authority provides the employee concerned with at least seven (7) calendar days' advance written notice of the change in work schedule. A change in an employee's work schedule shall be in effect for not less than fourteen (14) calendar days unless the employee, in writing, consents to a lesser period. Failure to give such notice shall entitle the employee to overtime pay during the hours worked over and above the hours which were included in the

employee's work schedule (for example: a change from 8-to-5 to 1-to-9 without seven days' advance notice shall entitle the employee to overtime during the period from 5-to-9.)

An employee's work schedule shall not be temporarily changed solely to avoid the payment of overtime.

4.8 Overtime Limit: 16 Hours/Pay Period; 80 Hours Cumulative

No employee shall work more than 16 hours of overtime in any pay period, nor accumulate more than 80 hours of CTO without the express prior approval of the Court Executive Officer. Off-duty time spent as a witness in court in connection with regular duties as a Court employee shall not be included within the sixteen (16) hours. Whenever such CTO balance reaches eighty (80) hours, no further overtime work shall be assigned to such employee without the express written prior approval of the Court Executive Officer.

4.9 Procedure to Secure Overtime Pay

- A. When overtime necessary to provide essential court service has been authorized by the supervisor, each employee working overtime shall submit to their supervisor, a written statement within one (1) working day, stating:
 - i. Name;
 - ii. The date and hours overtime worked; and
 - iii. The nature of the service performed during such overtime.
- B. Overtime shall be compensated for in pay or compensatory time off at one and one-half times such employee's regular rate.
- C. Subject to the provisions of A and B above, overtime earned may be paid in cash or taken in the form of compensatory time off at the option of the employee. Compensatory time off may be taken at any time with the concurrence of the supervisor.
Compensatory time off earned and not used by the last day of the last full two-week pay period of the fiscal year in which it was earned shall be paid in cash at the employee's rate of pay as of that date.
- D. Notwithstanding the provisions of C above, an employee may request that compensatory time off hours be carried over into a new fiscal year, if necessary, for medical reasons. Such request must be made to Human Resources no later than two pay periods prior to the end of the fiscal year and is subject to approval by the Court Executive or their designee.

4.10 Duty of Supervisor; Reports and Records

- A. It shall be the duty of each supervisor to arrange the work of their Department so that employees normally shall work no more than forty (40) hours in any work

week or, in the case of employees on a 9-80 Program, eighty (80) hours in each two-week pay period.

- B. Each supervisor shall maintain a schedule of days off for all full-time employees under their jurisdiction and it shall be available to all employees in the unit/division.
- C. Each supervisor shall make a reasonable effort to distribute overtime work equally among all employees capable of performing the work.

4.11 Appeal for Disallowance of Overtime

Denial by the supervisor of any overtime request may be appealed by filing a written Notice of Appeal with the Court Executive within five (5) working days of notice of such disallowance.

4.12 Employees Terminating Service

The supervisor shall not authorize overtime for any employee subsequent to the time that cause for dismissal arose. Any employee leaving Court service shall be entitled to compensation for accumulated overtime in accordance with these rules.

4.13 Overtime; Callback Duty

When an employee, after completing their normal work shift and leaving their assigned work location, responds to an authorized order to return to duty to perform emergency or non-scheduled services, they shall be entitled to overtime. The minimum overtime to which the employee is entitled shall be two (2) hours at time and one-half. Commuting time shall be counted as time worked in the case of Call-Back Duty.

4.14 Alternate Work Schedules

Alternative work schedules may be approved at the Court's discretion.

9/80 Program

In the case of employees on a 9/80 program (9 workdays in an 80-hour pay period) the workweek shall consist of the first 40 hours worked in 7 consecutive 24-hour periods. A 9/80 program shall consist of eight 9-hour workdays, one 8-hour workday, and one additional day off, every other workweek. The additional day off must be taken on the same day off the week as the 8-hour workday in the alternate week. Holidays falling on the additional day off will result in the employee accruing 8 hours of holiday paid time off.

4/10 Program

A 4/10 program shall consist of eighty (80) hours of work in no fewer than eight (8) workdays and with no more than ten (10) hours scheduled on any workday.

4.15 Consecutive Shifts

Any employee required to work consecutive full-time shifts, separated by less than eight (8) hours of time off, shall be compensated at overtime rates for each consecutive shift worked in addition to their regular shift. Written approval from the Court Executive Office is required to compensate employees for consecutive shifts.

4.16 Compensatory Time-Off Records

It shall be the duty of the Fiscal Services Division to establish and administer a centralized compensatory time off record keeping system, and to prepare and distribute appropriate forms for the reporting thereof.

4.17 Travel Time While on Official Court Business

If a Court employee travels on official Court business, and if the travel time is to be charged to the Court as part of the employee's regular work week, such employees shall use the least expensive and least time-consuming mode of transportation. If the employee wishes to use a more time-consuming method (e.g., use of a private vehicle rather than air travel when available), then for the amount of travel time used in excess of the least time-consuming method, such employee shall use vacation time or compensatory time off or shall be considered to be using their own time.

4.18 Absence Due To Weather Conditions

Where the weather conditions are of such severity that an employee is not able to reach a work assignment location, or an employee requests to leave a work assignment location early to be able to return home, such absence shall be charged, at the option of the employee, either to vacation time or compensatory time off. Where the Court and employee agree, such work may be made up pursuant to the Court's Makeup Time Policy. Employees may charge such absence to leave without pay only if all vacation and compensatory time off balances have been exhausted.

4.19 Furlough

- A. Notwithstanding other provisions of this MOU, the Court reserves the right to temporarily furlough employees in case of financial hardship. The number of any one fiscal year's furlough hours shall not exceed ninety-six (96) per year. Furlough is defined as mandatory unpaid time off.
- B. Except in an emergency, the Court shall provide at least 30 days' notice to affected employees and the Union prior to initiating the furlough in A.
- C. Employees subject to furlough, as specified above, are not considered to be "disciplined" and are not subject to the disciplinary appeal provisions of this MOU or Court policies or rules.

- D. Employees furloughed under this provision shall have their "furlough" hours considered time in paid status solely for the purposes of maintaining leave accruals, Court service time for merit step advancement, seniority and benefit eligibility.
- E. The economic impact of any furlough hours established pursuant to this section will be spread equally via a payroll deduction on employees' paychecks beginning with the first pay period in which the furloughs are effective and ending with the final pay period of the fiscal year in which they occur.
- F. Should an employee separate from the Court after the institution of any furloughs pursuant to the above and prior to the end of the fiscal year, the employee will be subject to a pro rata share of furlough to be determined by the proportion of the fiscal year they are employed. It is the employee's responsibility to use their pro rata share of furloughs before separation. If an insufficient amount has been deducted from the employee's pay, pursuant to E, the remainder shall be deducted from the employee's final paycheck.
- G. Should an employee join the Court during the fiscal year, the employee will be subject to a pro rata share of furlough to be determined by the proportion of the fiscal year they are employed. It is the employee's responsibility to use their pro rata share before the end of the fiscal year.
- H. Court management shall assist the employee in scheduling any furlough time.
- I. Nothing in this section shall prohibit or require the Court from instituting a voluntary furlough program.

ARTICLE 5 - LEAVES

5.1 Sick Leave

A. Sick Leave Defined

Sick leave is defined to mean absence from duty by any employee because:

1. Of their own illness or medical or dental examinations, or injury or exposure to contagious diseases which incapacitates such employee from performing their duties, or
2. Absence from duty for attendance upon a spouse, child, brother, sister, parent, domestic partner, grandparent, spouse's parent, or grandchild, because of illness, injury, death, or exposure to contagious disease and where attendance is definitely required.

B. Sick Leave Computation

1. Each full-time Court employee shall be entitled to sick leave with pay which shall accrue on the basis of .0462 hours for each paid regularly scheduled working hour of full-time employment. Part-time regular employees shall be entitled to pro-rated sick leave accruals based on actual hours worked. These provisions for regular part-time employees shall not be applicable to regular part-time employees not having definite hours of employment.
2. Unused sick leave with pay may be accumulated from year to year.
3. Probationary Employees: All regular full time and part time employees shall be allowed to use accrued sick leave as earned whether or not on probationary status.

C. Limitations, General

1. Sick leave absences with pay because of death in the employee's immediate family shall not exceed five days for each instance.
2. Illness accompanying pregnancy, but not a normal condition thereof, and supported by a physician's certificate, shall be considered grounds for sick leave with pay.
3. Employees absent on sick leave with pay 90 days or longer shall not be permitted to return to duty without a physician's certificate attesting to the employee's ability to perform their normal duties.

D. Limitations, Paid Family Leave (PFL)

Employees who are receiving Paid Family Leave benefits from the State of California shall only be entitled to utilize accumulated sick leave to the extent that sick leave compensation represents the difference between such PFL benefits

and the employee's normal wage. Employees must provide Human Resources with a copy of each of their PFL benefit check stubs.

E. Limitations, State Disability Insurance (SDI)

Employees on a medical disability for more than one calendar week shall apply for State Disability Insurance (SDI) benefits. If an employee receives SDI benefits, such employee shall only be entitled to utilize accumulated sick leave to the extent that sick leave compensation represents the difference between such SDI benefits and the employee's normal wage. If an employee does not apply for benefits 14 calendar days or 10 court days, whichever is less, an amount equivalent to SDI benefits that could have been received will be subtracted from normal wages. Employees must provide Human Resources with a copy of each of their SDI benefits check stubs.

F. Limitations; Workers' Compensation Benefits

If an employee receives Workers' Compensation benefits representing payment for wages, such employee shall only be entitled to utilize accumulated sick leave to the extent that sick leave compensation there under represents the difference between such Workers' Compensation benefits and such employee's normal wage.

G. Health Insurance Continuation

For employees who have a serious health condition or are on an approved family care leave as defined in the Family Medical Leave Act and/or California Family Rights Act (CFRA), the Court will pay its normal contribution for group health insurance, pursuant to the current MOU, for the first twelve (12) workweeks of the leave in a twelve-month period, or until the employee is in an unpaid status whichever comes later, up to a maximum of one year. For employees on a pregnancy disability leave the Court will pay its normal contribution for group health insurance, pursuant to the current MOU, for up to a maximum of four (4) months or until the employee is in an unpaid status whichever comes later, up to a maximum of one year. For an employee who is on a designated workers compensation leave, the Court will pay its normal contribution for group health insurance, pursuant to the current MOU, for up to a maximum of one year.

The employee will be responsible for their customary share of health premium if any. This also applies to dental, vision, life and accidental death insurance. After twelve (12) workweeks for FMLA and/or CFRA leaves or four (4) months for PDL leaves or one year for workers compensation leaves, the employee will pay 100% of the monthly premiums for health, dental, vision, and life insurance unless the employee is still in a paid status or has a disability retirement application pending with CalPers up to a maximum of one year from the date the leave commenced. If the employee has an application pending, the Court will continue to pay its normal contribution until the application is approved or denied.

H. Sick Leave - How Taken

1. Sick leave with pay shall be taken in quarter hour increments.
2. It shall not be allowed, or taken, until earned.

3. It may only be granted upon the approval of the immediate manager or supervisor.
4. In the event an employee is on authorized sick leave and a Court holiday falls on any regularly scheduled work day of an employee working a 9-80 pay period involving more than an 8 hour work day, an additional 1 hour sick leave shall be charged against such employee's accrued sick leave time. In the case of an 8-80 pay period program, an additional 2 hours' sick leave shall be charged against such employee's accrued sick leave time.

I. Evidence of Illness

1. For absences of four (4) to nine (9) days, the supervisor may require satisfactory evidence of the employee's or family member's incapacity for such period and may, in the sound exercise of their discretion, require a certificate of a physician attesting to the employee's or family member's incapacity.
2. For absences of ten (10) days or more, the Court Executive or their designee shall require a certificate of a physician attesting to the employee's or family member's incapacity for such period.
3. In cases of suspected sick leave misuse, the supervisor shall advise and counsel the employee as to the nature of the suspected misuse. The employee shall be notified that a physician's certificate substantiating illness or injury may be required should the alleged misuse continue. Failure to submit or substantiate support of illness or injury may result in sick leave being denied.

J. Termination of Employment

The termination of employment from the Court as a regular employee shall abrogate all sick leave accumulated to the date of termination, except for one of the following reasons:

1. Death

If an employee dies prior to discharge for cause and prior to layoff, 100% of the employee's accrued sick leave shall be payable to that person(s) who has been designated in writing by the deceased employee.

2. Retirement

Employees retiring from Court service and eligible to receive Public Employee Retirement System pension may elect to convert accumulated unused sick leave to CalPERS service credit.

3. Return from Layoff

Upon return from lay-off within three (3) years, all hours lost shall be restored at the time of reemployment.

K. Catastrophic Leave Contribution Program

The Catastrophic Leave Contribution Program assists employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury or other circumstances. The program will allow other employees to donate accrued vacation and/or compensatory time off (CTO) to the eligible employee so that he/she can remain in a paid status for a longer period of time.

1. Eligibility: - To be eligible for this benefit, the receiving employee must:
 - a. An employee or immediate family member, as defined in Section 5.1(A) (ii), must have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., and the employee must have exhausted all personal vacation, sick leave and CTO.
 - b. Donations to be made to specified individuals only.
 - c. The person receiving the donated hours must be a regular full-time or regular part-time employee who has passed their initial Court probationary period.
 - d. Be unable to return to work for at least 20 working days and has exhausted all accumulated leave (vacation, sick and CTO) resulting in an unpaid status on or after the 21st day of absence;
 - e. Have applied and received approval for a medical related leave pursuant to Section 5.5 Family Care and Medical Leave or 5.4(B) Workers' Compensation.
2. Donating Leave Credits to the Catastrophic Leave Contribution Program
 - a. Accrued vacation and CTO hours may be donated by any regular full or part-time employee who has completed their initial Court probationary period.
 - b. Leave time donations must be in increments of one (1) hour. An employee cannot donate leave hours which would reduce their vacation balance to less than 40 hours.
 - c. Hours donated will be converted from vacation or CTO hours to sick leave hours and credited to the sick leave balance of the receiving employee on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For employees who are using leave for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
 - d. For a verifiable long-term leave, the total leave credits received by the employee may be made in 30-day (two pay periods) increments, but requires the Court Executive Officer's approval.
 - e. Under all circumstances, time donations made by the employee are forfeited once credited to the receiving employee and debited from the donating employee. All unused donated hours not

credited to the receiving employee shall remain in the donating employee's leave accruals. Credits and debits are made each pay period at the close of the payroll cycle. The donating employee will be notified by Human Resources the total number of hour(s) actually debited from their donation each pay period.

- f. When an employee is utilizing donated hours, they will not accrue additional vacation or sick leave time.
- g. Leave transferred under such arrangements will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.
- h. In no event shall donated time have the effect of altering the employment rights of the Court or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
- i. The Union will be responsible for securing donations to the Sick Leave accounts.

3. Application Process

- a. An employee, or someone acting on the behalf of an incapacitated employee, may apply for the Catastrophic Leave Program by submitting a written request to the Union Representative on the available form.
- b. The Union Representative may contact Court Human Resources to verify the leave of absence and confirm the leave balances of the receiving employee. Once the leave has been confirmed and donations have been approved by the Union Representative, the signed Donation of Vacation Hours form will be forwarded to Court Human Resources.

5.2 Bereavement Leave

Paid bereavement leave because of the death or terminal illness of a member of an employee's family shall be granted by the employee's supervisor for up to five (5) days, per occurrence, with an annual maximum of twelve (12) days. For purposes of this section, an employee's family includes the employee's spouse, registered domestic partner, child, parent, sibling, aunt, uncle, cousin, grandparent, and grandchild. Step-relatives in the relationships listed, or those of a spouse or registered domestic partner, are also considered family members. Part-time employees are entitled to bereavement leave on a prorated basis, according to their time base.

Bereavement leave cannot be rolled over or compounded if not used in a given year, and unused bereavement will not be paid out to the employee upon separation from the Court.

If abuse is suspected, the employee may be required to provide documentation to substantiate the leave.

5.3 Vacation

A. Full-Time Employees

1. Each regular, full-time employee having the following years of service shall earn the following hours vacation for each paid regularly scheduled working hour, but not to exceed credit for more than eighty (80) regularly scheduled working hours in any one pay period.

Years of Service	Earned Per Paid Work Hour	Maximum Per Pay Period	Maximum Per Year
00 – 02	.0385	3.08	10 days
03 – 04	.0500	4.00	13 days
05 – 08	.0615	4.92	16 days
09 – 12	.0769	6.15	20 days
13 – 15	.0885	7.08	23 days
16 – 19	.1000	8.00	26 days
20 – 21	.1154	9.23	30 days
22 – 23	.1192	9.54	31 days
24 – 25	.1230	9.84	32 days
26 – 27	.1269	10.15	33 days
28 – 29	.1307	10.46	34 days
30+	.1346	10.77	35 days

2. Maximum Vacation Leave Accrual Limit

Effective the first full pay period in January 2016, vacation leave may be accrued up to a maximum of 400 hours for a full-time employee with less than ten (10) continuous years of Court service and up to a maximum of 520 hours for a full-time employee with ten (10) or more continuous years of Court service. Once an employee reaches the maximum accrual, no additional vacation leave may be accrued until the employee's vacation leave balance falls below the maximum. An employee may be allowed to accrue over the maximum accrual limit in the event vacation is denied or cancelled for business related reasons. Such approval shall be in writing from the appointing authority or designee.

3. Court Holidays While on Vacation

If an observed Court holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday.

B. Part-Time Employees

1. Regular part-time Court employees shall be entitled to vacation leave with pay. Vacation leave shall be earned in the same manner as specified in 5.3(A)(i).

2. Part-time employees' maximum vacation leave accrual limit shall be set at an amount proportional to their work hours compared to a full-time position. Half-time employees, for example, shall not accrue more than 200 hours.
3. The provisions of Section 5.1 and 5.2 shall not be applicable to regular part-time employees not having definite, fixed hours of employment and whose positions have not been allocated to any Department.

C. Scheduling

1. Annual Vacation Requests - By Seniority

Seniority shall be the criteria used to determine vacations for the following calendar year January through December.

- a. During the month of September of each year, seniority shall be the criteria used to determine vacations for the following calendar year January through December. After the vacation bidding process, vacations shall be granted on a first-come first-served basis.
 - i. Annual seniority bidding for vacations shall be via Classification and via Division as appropriate.
 - ii. All Senior Clerks will not be included with the rank-and-file employees in the vacation bidding process.
 - iii. Vacation bidding shall be a maximum of two (2) rounds:
 1. During the first round, employees may request up to two (2) vacation periods, with a maximum requested amount of time off of fifteen (15) work days. Each of the two requests can be one single day or consecutive work days, but not multiple single days per request.
 2. During the first round, only one (1) employee request for time off may be approved for each day of the year.
 3. During the second round, employees may request to use the remainder of their vacation accrual for any and all remaining availability without minimum days imposed, and without the restrictions of the first round on how many employees are off for the day, as operations allow.
 4. Employees may indicate which requested dates are flexible. The manager will reach out to those employees if alternative dates are available.
 5. Employees will be given 10 work days to submit their vacation requests in each round.

- iv. Prior to the second round of bidding, approved vacation dates from the first round will be shared with the whole unit.
 - v. Staffing: Any Unit/Division which contains over 15 employees shall endeavor to approve a minimum of two (2) employees off at one time subject to operational needs.
 - vi. No vacation request shall exceed the employee's accrued vacation time balance at the time the vacation is scheduled to be taken.
 - vii. No vacation request may be submitted in anticipation of cancelling another to attain sufficient hours to cover the new request, until the cancellation has been submitted.
 - viii. This section is subject to annual review during the life of this MOU.
 - ix. Vacation bidding will be responded to within 10 work days.
- b. In the event the Court temporarily reduces courtroom calendars and determines there is an ability to authorize additional staff on vacation above those allowed during the annual vacation process defined in (ii), the Court shall notice eligible employees of the additional vacation availability as soon as practical. Employees shall submit written requests for time off in this additional period within five court days of the notice. Seniority shall be the criteria used to determine vacations. The Court will respond to the vacation requests within five days of the close of the submittal period.

2. Ad Hoc Vacation Requests – First Come First Serve

Vacation requests in this subsection if approved are done on a first-come first-served basis. Requests for vacation shall be submitted to the employee's immediate manager/supervisor in writing in a reasonable amount of time in advance of the requested date(s), and shall be approved or denied in writing within a reasonable amount of time after submission, but no later than 5 working days. The time at which vacation leave shall be taken shall be determined by the department manager/supervisor. If the employee submits requests for vacation leave to the department manager/ supervisor during the calendar year and none are approved, an employee may take, as a matter of right, by giving written notice, the accumulated vacation earned that calendar year during the last month of the year following the year in which the vacation credit was earned.

- 3. Employees may use or not use accumulated vacation leave for bonding leave, following the disability/sick leave period, depending on the employee's preference.
- 4. Vacation with pay shall be taken in quarter hour increments.

D. Termination of Employment

1. Employees leaving Court service shall be paid the monetary value of the earned vacation leave but not exceeding the maximum amount of vacation leave that may be accumulated under the provisions of this Section 5.
2. Full-time employees leaving the Court service after July, 1971, after having been employed 13 consecutive bi-weekly pay periods, but less than 26 consecutive pay periods, shall be entitled to be paid the monetary value of the earned vacation leave. This subparagraph shall apply only to vacation accrued from and after July 1, 1971.
3. If terminating employees take accrued vacation leave immediately prior to the effective day of their termination, it shall not be necessary to keep the position vacant for the equivalent time of the vacation period.
4. The provisions of this section shall not be applicable to an employee who has failed to give the required two-weeks' notice unless such employee has been discharged for cause, has been laid off, or the two weeks' notice of termination has been waived by the Appointing Authority.

E. Vacation Cash Out

An eligible employee, who has vacation accruals of 136 hours or more, may request to cash-out a minimum of ten (10) leave hours and up to a maximum of forty (40) leave hours at their base hourly rate. The base hourly rate shall not include any supplemental, additional, or incentive pay of any kind.

In order to avoid taxation on the vacation hours earned during the calendar year in which they are earned, the IRS requires employees to make an "irrevocable election" to cash-out the vacation pay prior to the time period in which the benefits are accrued. Therefore, employees must elect the amount of vacation hours that they intend to "cash out" the following year, by December 31st of the previous year (i.e., election by December 31, 2012 for benefits that will accrue and be cashed out during 2013).

Any employee utilizing this provision will be required to submit an irrevocable Vacation Leave Cash-Out Election Agreement form by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cash-out are earned. The cash-out will coincide with the applicable IRS tax year based upon the check dates. The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed. Requested vacation cash-outs will be cashed out by the last pay check of the calendar year in which the vacation hours are earned (i.e. final paycheck in December - which is typically pay period 13).

5.4 Holidays

Judicial Branch holidays are established by Government Code section 6700 and Code of Civil Procedure section 135, as amended. As of the ratification of this Agreement, the following are Judicial Branch holidays; however, these are subject to change as the laws are amended:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Native American Day
Presidents' Day	Veteran's Day
Lincoln Day	Thanksgiving Day
Cesar Chavez Day (floating holiday)	Friday after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	
Independence Day	

Eligible employees will receive a day off at their regular rate of pay for each of the holidays listed above.

Holidays falling on Saturdays will be observed on the preceding Friday. Holidays falling on Sundays will normally be observed on the following Monday.

5.5 Extended Leaves

A. Leave of Absence Without Pay

1. A leave of absence without pay may be granted only to an employee having a satisfactory record.
2. Any regular or probationary employee may request a leave of absence without pay in writing to Human Resources. Human Resources shall promptly transmit the request to the Court Executive Officer. Request for leaves of absence without pay shall be made upon forms prescribed by the Court Executive Officer and shall state specifically the reasons for the request, the date when it is desired to begin the leave and the date of return. The request shall normally be initiated by the employee, but may be initiated by the Court Executive Officer. The Court Executive Officer will make a determination to grant, modify or deny the request.
3. A leave of absence without pay may be for a period not less than thirty (30) days and not longer than six (6) months. Such leave may be extended, by approval of the Court Executive Officer, in increments of not more than six (6) months, however, there must be a favorable prognosis for recovery and a predicted date of return to work. The request for the extension, processed in the same manner as the original request, is made at least ten (10) days prior to the end of the original leave.
4. Benefits shall not accrue while an employee is on leave of absence without pay.

5. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by the Court Executive Officer to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
6. Whenever an employee has been granted a leave of absence without pay and desires to return before expiration of such leave, the Court Executive Officer may require that reasonable notice not in excess of fifteen (15) calendar days be given.
7. A leave of absence may be revoked by the Court Executive Officer upon evidence that the cause for granting leave was misrepresented or has ceased to exist.
8. A leave of absence without pay may be granted for any of the following reasons:
 - Illness or disability
 - Pregnancy
 - Caring for family members who reside with you
 - For other reasons acceptable to the Court Executive Officer.

B. Worker's Compensation

In accordance with the California Labor Code, the Court provides all statutory workers' compensation benefits for Court employees who sustain work-related injuries or illnesses. Pursuant to Labor Code § 3700 et seq., the court is self-insured for workers' compensation at no cost to the employee. The Court will follow Court's personnel policies and will comply with all applicable statutes pertaining to work-related injuries.

C. Pregnancy Disability Leave

Pregnancy Disability Leaves (PDL) shall be governed by California Government Code Sections 12926, 12940, and 12945. The Court will follow the Court's personnel policies and will comply with all applicable statutes pertaining to PDL. This section does not prohibit the appointing authority from approving additional Pregnancy Disability Leave beyond what is allowed by law.

D. Temporary Leaves

Temporary leaves may be granted without pay by the Court Executive Officer or their designee.

E. Filling Vacancies *During Leaves*

An allocated position held by an employee on authorized leave of absence must be filled by the appointing authority in the same manner as any other positions. If such position is filled by a probationary or regular appointee and the position is represented, such appointee, at the time of appointment, shall be informed by the Court Executive of the possibility of lay off.

5.6 Family Care and Medical Leave

Family and medical leave for employees shall be governed by the provisions of the federal Family and Medical Leave Act (FMLA) (29 USC § 2601 et seq.) and the provisions of state California Family Rights Act (CFRA) Government Code § 12945.2 and 19702.3, as may be amended from time to time. The Court will follow Court's personnel policies and will comply with all applicable statutes pertaining to the FMLA & CFRA for family and medical leave.

5.7 Educational Leaves of Absence

Without Compensation: A leave of absence for one (1) year may be granted by the Court Executive, without pay, to attend a private or public college or university for the purpose of improving job skill and knowledge, and performance technique, which will benefit the Department in which the applicant is employed.

5.8 Military Leaves

Military leaves shall be governed by the provisions of the Military and Veteran's Code. Employees who are ordered to active military duty shall be entitled to thirty (30) calendar days or a total of 173.33 hours paid military leave during the course of the fiscal year for any call to active duty hours.

5.9 Accrual of Benefits during Leaves of Absence

No employee on unpaid leave of absence shall accrue sick leave or vacation benefits during the period of the absence.

- A. Accrued sick leave and vacation benefits shall not be lost by virtue of a leave of absence.
- B. Time granted for a leave of absence without pay will not be considered as service in computing the service necessary for eligibility for a step increase.

5.10 Return from Leave of Absence

- A. Location and Assignment: At the expiration of a leave of absence, the employee shall return to the same or comparable position, unless employment would have ended for reasons unrelated to the approved leave. Employee shall contact Human Resources to confirm reporting location and shift prior to their return date.
- B. Early Return: An employee shall not report for duty prior to the expiration date of their leave of absence without the permission of the Court Executive Officer or Human Resources Manager unless he/she is on Military Leave.

5.11 Abandonment of Employment

- A. Any employee who is absent for three (3) consecutive working days within their normal work week without being on authorized sick time, authorized vacation, or authorized leave of absence, shall be presumed to have resigned their employment with the Court. For purposes of this section, any such unauthorized absence during any portion of such employee's normal working day shall be held to be an unauthorized absence for such entire day. Nothing in this section shall prevent an appointing authority from suspending or discharging an employee on account of unauthorized absence.
- B. Any employee terminating their employment in the manner provided by this section shall be held to have left Court service by resignation without proper notice and such fact will be entered on the service record of the employee, which may be grounds for denying future employment with the Court.
- C. The Court's Human Resources Office shall concurrently mail, to the employee at such employee's last known address, by certified mail, a copy of such termination documents, together with a copy of this Article 5.10.
- D. The automatic resignation provided by this section may be rescinded by the Court Executive Officer or their designee, if such employee presents satisfactory reasons for their absence, in writing, within five (5) calendar days of the date that the automatic resignation was effective. Should such a request be made and the resignation not be rescinded, the employee shall be so notified by certified mail.
- E. Where the Court Executive Officer or their designee does not cancel such separation; the employee may, within ten (10) calendar days from the receipt of the answer from the Court Executive Officer or their designee file, with the Court, a written request for appeal hearing.

5.12 Jury Duty

The Court recognizes jury duty as one of the highest duties of citizenship and encourages employees to participate in this vital civic duty.

- A. Requests for Jury Duty leave should be made by presenting the official Court summons to the employee's immediate supervisor as soon as possible after receipt.
- B. All bargaining unit employees summoned to jury service in a California superior court shall comply with Civil Code of Procedure § 215:

A juror who is employed by a federal, state, or local government entity, or by any other public entity as defined in Section 481.200, and who receives regular compensation and benefits while performing jury service, may not be paid the fee described in subdivision (a).

Court employees selected for jury duty will complete the necessary declaration form provided by the Jury Commissioner/Jury Services to waive the daily fee.

However, employees selected as jurors may receive and retain any mileage fee. Failing to do so, the employee's time shall be charged to leave without pay.

A regular employee summoned for attendance to any court for jury duty shall be released from duty for the duration of the required service and shall count as time worked without loss of pay or benefits. In order for an employee in the bargaining unit to be paid for jury service, he/she must submit written verification of their jury service to their supervisor upon their return to work.

- C. In the event a night shift worker is called to court under Section 5.11(B) above, the following shall apply:
1. Swing or P.M. shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of pay or benefits.
 2. Night or graveyard shall have release time on the shift following court attendance and the employee shall suffer no loss of pay or benefits.
- D. Employees who are released from jury duty before the end of their regular shift shall immediately report back to work unless otherwise directed by their supervisor. If an employee is summoned to report for jury duty after 10:00 a.m., he/she will report to their worksite prior to their service, unless otherwise directed by their supervisor.

5.13 Witness Leave

The Placer County Superior Court provides employees time off to appear in court or other legal proceedings as witnesses.

Employees are granted paid time off if:

- Directed to appear on behalf of the Placer County Superior Court in their capacity as a court employee; or
- Ordered to appear by a valid subpoena or other court order, except when the employee is a party to the action or is appearing as an expert witness not in the interest of the Placer County Superior Court.

Otherwise, the time off is unpaid. Paid time off will not exceed the employee's regular pay.

In order to receive paid time off under this policy, employees should demand and must submit any witness fees received for witness duty to the Payroll and Benefits Unit, along with documentation of the required appearance. If the employee appears as subpoenaed but is not provided witness fees, the employee will receive paid time off.

If the appearance as a witness does not qualify for paid time off, the absence is charged to the employee's accrued paid time off (except sick leave). If sufficient leave credits are not available, the absence is considered leave without pay. Exempt employees, however, will not have their pay reduced for a partial week's absence due to witness duty. Employees may retain any witness fees when the time off is unpaid.

Employees must provide their supervisor with reasonable advance notice of the need for time off for witness duty. Employees are expected to report to work each day or portion of the day they are not performing witness duty.

5.14 Wellness Leave

- A. Full-time employees shall be credited with eight (8) hours of Wellness Leave on the first pay period of the calendar year. Wellness Leave will be prorated for new and part-time employees.
- B. Wellness Leave can be used in (1) hour increments, totaling the allotted eight (8) hours.
- C. Wellness Leave has no cash value and shall not roll from one calendar year to the next. Upon termination, an unused Wellness Leave time will be forfeited.
- D. Wellness Leave may be taken upon prior approval of a supervisor or by following sick leave call-in procedures.
- E. Wellness Leave is considered sick leave for the purposes of computing overtime.

5.15 Court Reporter Paid Leave Time

Regular full-time Court Reporters shall be allowed sixteen (16) hours of additional paid leave time per year (pro-rated for part-time employees). Scheduling of this court reporter paid leave time will be subject to operational needs and follow the vacation scheduling procedure set forth in MOU Section 5.3(C)(2). This additional court reporter paid leave time has no cash value and cannot be rolled over year to year.

The parties will meet and confer over the Court's real time incentive within 60 days of the ratification of this MOU.

ARTICLE 6 – COMPENSATION

6.1 Compensation Plan and Salary Steps

- A. The Court, upon considering all recommendations, may enact in whole or in part the compensation plans proposed for employees. The compensation plan enacted for employees shall include a salary range for each class consisting of minimum, intervening and maximum steps.
- B. Where the Court authorizes recruitment for a position at a level shown above Step A, without requiring additional qualifications, the Court may order that the incumbents already holding positions in that classification shall have their existing pay adjusted so that it will bear the same relationship to the new recruitment step as it bore to Step A, except that it shall not exceed Step I, of the same Range, and except that all those with satisfactory performance in the class and whose salary rates are beneath the new recruitment rate, shall have their salary rates adjusted upward to at least the new recruitment rate. All persons on the eligible list who are offered appointment in the classification shall be offered the new recruitment step.

6.2 Bi-Weekly Pay Periods

Employees shall be paid bi-weekly (every other week) in direct proportion to actual hours worked. For full-time employees, forty (40) hours shall constitute a workweek. Eighty (80) hours shall constitute a pay period. Payday will be on the Friday following the end of each pay period (or prior to, if a holiday falls on the designated Friday).

The Payroll Department shall maintain as a permanent record, a document containing the employee's name, classification, salary, actual hours worked, sick leave, vacation, overtime, and any other information related to such employee's hours of service. Such document can be viewed by the employee's authorized representative with the employee's permission.

6.3 Progression in Steps

Normally, and as a general rule, upon progress and productivity, employees may be considered eligible for increases in salary according to the following general plan:

- A. The letters, A, B, C, D, E, F, G, H, I, J and K, respectively denote the various steps in the salary range.
- B. Step "A" will normally be paid upon initial employment, for a period of one-year continuous full-time service.
- C. Step "B" will normally be paid upon satisfactory completion of the one-year continuous, full-time service.
- D. Employees will be considered for increase to the next progressive step upon satisfactory completion of one year continuous, full-time service at each step.

- E. Notwithstanding the above, due to the Court Reporter shortage, Court Reporters will not be hired below Step D. This exception will expire at the end of this contract. Upon ratification, any court reporter currently on Steps A, B, or C will be moved to Step D.

No advance in pay shall be automatic upon completion of the periods of service outlined herein above. The Court Executive shall make all increases on the basis of merit as established by the employee's service and upon the recommendation of the supervisor. In cases where substandard work performance is indicated by an evaluation, increase in pay may be withheld.

6.4 Longevity Steps

This section shall apply only to employees hired on or before August 31, 2015 and shall apply only to the classification held by such employee on August 31, 2018. For purposes of this paragraph only, a non-competitive promotion is not considered a change in classification (for example a move from Court Clerk I to Court Clerk II is not a change in classification).

All regular employees meeting the following criteria shall receive a one-time three and one half percent (3.5%) increase in their then current salary, which shall be referred to as a "longevity step". Each regular employee in the bargaining unit who has been at step I of their salary range for three (3) or more years shall receive a three and one half percent (3.5%) increase in their then current salary to step J. Each regular employee in the bargaining unit who has been at step J of their salary range for three (3) or more years shall receive a three and one half percent (3.5%) increase in their then current salary to step K. Each three year period shall be calculated based upon each such employee's anniversary date of continuous service at step I and step J. Once such longevity step increases have been provided to an employee within one classification, that employee shall have no further right to a longevity step increase, regardless of subsequent and continuous years of service at step K of their salary range within that same classification.

6.5 Full-Time and Part-Time Rates

The salary or rates of compensation for each class represent the rate of pay for full-time monthly employment unless the compensation plan specifically states otherwise. The prescribed rates shall be deemed to include pay in every form, except for necessary expenses authorized or incurred incident to employment or except as provided in the compensation plan.

- A. Where employment is part-time, intermittent and irregular, the monthly rate shall be converted to an hourly rate in accordance with these rules and an employee shall be paid at such rate in accordance with actual hours worked.
- B. Regular part-time employees shall be paid for holidays, at their normal rate of pay, in the same ratio as their hourly work schedule bears to the normal work schedule of a full-time employee.
- C. Monthly and annual rates shall be converted to hourly rates on the basis of 2080 hours per year or 52 weeks at 40 hours each.

6.6 Advancement in Salary Effective

Following the employee's completion of a year of continuous full-time service (2080 hours), advancement in the classification salary rate, from one step to the next, if approved by the supervisor and the Court Executive, shall be made on the first day of the pay period in which the employee's anniversary date falls.

Continuous service is defined as service without interruption during which the employee has been employed by Placer County prior to January 2001 and then by the Court.

Interruption of service includes:

- Dismissal
- Resignation
- Layoff: A break shall occur only if the layoff is in excess of two years; otherwise, an employee who is laid off and then re-employed shall have total time worked as the basis for computing continuous service.
- Unauthorized leave of absence: A break shall occur equal to the total number of unauthorized leave hours, rounded to the nearest day (and prorated accordingly for part-time employees).
- Authorized leave without pay: A break shall occur equal to the total number of leave without pay hours in the twelve (12) month period immediately preceding the employee's anniversary date, if the break was more than one hundred and sixty (160) hours, and only those hours that are not protected by PDL, FMLA, or CFRA. The break shall be rounded to the nearest day and prorated accordingly for part-time employees.

If a break occurs, the employee's anniversary date, for the purposes of salary advancement and performance evaluation, shall be extended by that number of weekdays (Monday-Friday, regardless of holidays).

6.7 Salary on Appointment at a Higher Step

Original appointment shall be made at the minimum rate for the position's class except that upon approval of the Court Executive, appointment may be made at higher than the minimum rate.

Consideration shall be given to labor market conditions, recruiting needs, education and experience of the eligible proposed as compared to the minimum qualifications for the class. The Court may adjust the step of an employee, within the limits of the employee's range, to correct any salary inequity.

6.8 Salary on Promotion

- A. In the event of a promotion of an employee to a position in a class with a higher pay range, such employee shall be entitled to receive the rate of compensation in the entrance step of the class to which he has been promoted.

- B. In cases where the pay range overlaps, promotion shall be effected to the next higher salary step in the range of the new class which will provide for an increase of not less than five percent (5%) but not to exceed step I of the salary range.
- C. Employees promoted through a competitive promotion process who are placed at Step A of the higher salary range shall progress to Step B of the higher salary range after 6-months continuous full-time services. This subparagraph shall not apply to employees hired after August 31, 2015.
- D. For purposes of eligibility for future step increases, a new anniversary date shall be established as of the effective date of the promotion.
- E. If the range mentioned in Paragraph A does not overlap, but such employee is found to possess extraordinary qualifications for such new position, their prospective supervisor may request, in writing, authority to enter such new employee at the second step of the new range. Such request shall be submitted to the Court Executive who shall approve or disapprove such request.
- F. Educational or other special pay shall not be included when calculating the appropriate pay rate mentioned in A and B above.

6.9 Salary on Appointment from Re-Employment List

Employees appointed from a re-employment eligible list shall be placed at the same step in the salary range that was attained immediately prior to layoff. Upon recommendation of the supervisor the Court Executive may adjust the step of an employee within the limits of the salary range in the same manner as delineated under Section 6.7 Salary on Appointment to a Higher Step. The new anniversary date will be the date of re-employment.

6.10 Salary on Demotion

In the case of the demotion of any employee to a class with a lower pay range, such employee shall be placed at the pay step in the lower salary range that is nearest to their current salary and results in a reduction in the salary of the employee after the demotion. In no case shall the reduction result in the employee being placed higher than step I of the lower salary range. In all demotion cases the employee shall retain their original anniversary date.

6.11 Salary on Transfer

Any employee who is transferred from one position to another in the same salary range shall be compensated at the same step in the salary range as previously received. A transfer does not change the employee's accrued hours of compensatory time, vacation, sick leave, or floating holiday. The employee's salary anniversary date for further merit step advancement shall not change.

6.12 Salary on Title Change

Any employee whose title has been changed to a title having the same salary range shall be compensated at the same step in the salary range. The employee's salary anniversary date for further merit step advancement shall not change.

6.13 Salary on Range Change

Where a salary range for a given class or for several classes is revised upward or downward, the incumbents in the positions in classes affected shall have their existing pay adjusted to the same step in the new range. The employee's salary anniversary date for further merit step advancement shall not change.

6.14 Salary on Reclassification

- A. If a position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.
- B. If reclassified to a class having a higher salary range, the employee shall receive a new anniversary date upon reclassification. On reclassification, salary will be adjusted to the step of the new range which will provide for an increase of not less than five percent (5%) but not exceed step I of the salary range. Employees placed at Step A of the higher salary range shall progress to Step B of the higher salary range after 6-months continuous full-time services.
- C. If the position is reclassified to a class having a lower salary range, the salary and anniversary date of the employee shall not change, and the salary of the employee shall be designated as a Y-rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.

6.15 Cost of Living Adjustments & One-Time Payments

- A. Effective the first full pay period after August 31, 2024, all employees in the bargaining unit shall receive a wage increase of 3.5%.
- B. Effective July 26, 2025, if the court's total Ongoing Total TCTF Base Allocation for FY 2025/2026 is greater than \$24,477,000, all employees in the bargaining unit shall receive a wage increase of 0.5%.

(The court's total Ongoing Total TCTF Base Allocation is equal to the Court's 2025-26 Total TCTF Base Allocation less Total One-Time Base Allocation and less 2025-2026 Non-Interpreter Benefit Cost Change Funding as outlined in the Allocations from the Trial Court Trust Fund and Trial Court Allocations for Fiscal Year 2025-2026 as presented at the July 17 or July 18, 2025, Judicial Council meeting.)

- C. Effective the first full pay period following ratification, all employees in the bargaining unit shall receive a one-time payment of \$1000 (gross). Any one-time payment shall not affect the employee's base rate of pay nor be used to calculate the regular rate of pay.

6.16 Funding Contingency

- A. The parties agree that in the event of an unforeseen emergency, catastrophe or severe economic hardship or reduction in State funding which would cause or prevent the Court from meeting or being able to meet any of its obligations under this agreement, the parties agree to commence the meet and confer process and to bargain in good faith in an attempt to enforce, modify or otherwise alter the terms and conditions of this Memorandum of Understanding.
- B. Total Compensation Reopener - Should the Confidential, Management, or Senior Management groups receive a total compensation increase greater than that received by the General Unit, between September 1, 2024 and August 31, 2025, the parties agree to meet and confer, upon the Union's request, no later than 10 working days following announcement of such an increase, and to bargain in good faith regarding MOU Section 6.15. Total compensation for the purposes of this section is defined as any cost of living adjustment plus any one-time payments, as a percentage of the total annual salary for the employee group. Cost of living and one-time payments do not include any individual or classification specific adjustments including but not limited to equity increases, increases to address the recruitment of impacted positions, and leave cash outs. This subsection (B) shall expire August 31, 2025, and will be removed for future contracts.

6.17 Bilingual Pay

The parties agree that, upon request of the Department Manager and approval by the Court Executive Officer, designated employees who are asked to leave their normal assignment to use a second language shall be paid seven and one half percent (7.5%) for the use of one additional second language and ten percent (10%) for the use of two additional second languages. The differential shall apply to all hours worked in the pay period in which an employee is asked to leave their normal work assignment for this purpose.

Ability to speak a second language will be a consideration during the recruitment process. Employees who use a second language in the normal course and scope of work shall not be entitled to bilingual incentive.

6.18 Educational Incentive

For employees hired on or before August 31, 2013, and who had an education incentive approved on or before January 31, 2014, an educational incentive of 7.5% will be paid for employees holding a college degree one level above the minimum required for the position and 10% for employees holding a college degree two levels above the minimum required for the position. For employees hired on or before August 31, 2013, and who have an education incentive approved after January 31, 2014, and who did not have an education incentive approved on or before January 31, 2014, an educational incentive of 5% will be paid for employees holding a college degree at least one level above the minimum required for the position. This incentive shall only apply to regular employees who have successfully completed the initial new hire probationary period. Degree must be in an area of study consistent with the duties of the position and management shall make final determination as to applicability.

Employees hired after August 31, 2013 shall not be eligible for education incentive.

6.19 Training Incentive

Employees assigned to train another employee, that deliver training to a designated employee for four(4) or more hours in a workday, or twelve (12) or more hours in a workweek, measured in one (1) hour increments, shall receive a training incentive of seven percent (7%) for all hours in which training duties were performed. Training assignments must be approved in advance of the training commencing. Training incentive pay does not apply to Court Clerk IV, Senior Court Clerk, or any other classification whose job description requires training responsibilities.

When a training assignment is given, it shall specify the employee to be trained, the maximum number of hours authorized for the training assignment, and the schedule and time frame in which the training assignment is to be completed. For the purpose of this section training shall include shadowing.

6.20 Tahoe Subsistence Pay

Effective with the first pay period on or after September 1, 2018, Tahoe subsistence pay shall be seven hundred seventy five (\$775) per month.

6.21 Shift Differential

Employees who are regularly assigned to work a schedule where fifty percent (50%) or more of their scheduled hours are between 6:00 pm and 6:00 a.m., shall receive seven and one-half percent (7-1/2%) nightshift differential for all hours worked while on such a schedule.

6.22 Court Reporter Communication Access Real Time (CART) Services

Court Reporters assigned to perform CART services shall receive an additional \$75 per half day or \$150 per full day while performing such court services.

6.23 Court Reporter Real-Time Pay Differential

Court Reporters shall receive a 2.5% pay differential for each pay period in which real-time is performed.

6.24 Court Reporter Stipend

Recognizing the unique role of official court reporters in the court process, the Court will provide each regular, full-time, court reporter employee with a \$50 per month stipend through August 2025. The stipend will be prorated for part-time court reporter employees. This stipend is intended to cover the cost of employment-related non-travel expenses. The stipend is not subject to retirement and is not part of the employee's base rate of pay. The stipend will be distributed as part of the first two employee pay checks in a month and shall be paid to active employees only.

ARTICLE 7 – BENEFITS

7.1 Health, Welfare & Pension Benefits

The Court shall have the ability to change health insurance plans and/or carriers during this MOU subject to meet and confer with the Union.

7.2 Medical Benefits

Effective January 1, 2022, the Court will pay the full premium of the two least expensive health plans, regardless of coverage level. For employees that elect one of the more expensive health plans, the Court will contribute up to the amount equal to the premium of the second to least expensive health plan, at the coverage level elected by the employee. Health premiums will be determined annually, and in no case will the Court's contribution exceed the actual premium amount.

7.3 Prorating of benefits for part-time employees

All part-time employees will receive a prorated employer contribution toward all benefits offered regular fulltime employees. Any full-time employee, who voluntarily opts to go to a part-time position, will receive prorated benefits. If the Court mandates that an employee be moved from a full time to a part-time position, the employee will maintain fulltime benefits. As of September 1, 2006, the Court shall pay 100% of the employer contribution for the employee only for dental, vision, and basic life insurance for part time employees.

7.4 In-lieu of Medical Benefits

A. Beginning January 1, 2016, employees who waive enrollment in a medical plan will be entitled to \$425 per month in lieu of medical benefits. Proof of other group medical coverage must be provided to the Court in order to be eligible. Employees may elect to either:

1. Contribute the amount to the court's 457 deferred compensation plan or;
2. Elect to have the amount "cashed out" and issued as part of payroll.

7.5 Retiree Medical and Dental

Retiree medical and dental benefits are available to eligible employees (and their eligible dependents) who retire within 120 calendar days of separation from employment with the Court. The percentage of the premiums covered by employer contribution will depend on the employee's date of hire and years of service credit with the Court.

Employees hired by Placer County as a Court Employee or the Placer County Superior Court **prior to January 1, 2005**, with five (5) years of CalPERS service credit will receive

the same employer monthly contributions for retiree medical and dental insurance as the active employees.

Employees hired by the Placer County Superior Court **on or after January 1, 2005**, must have ten (10) years of service credit with the Placer County Superior Court in order to be eligible for retiree health insurance. The Court's contribution for retiree medical and dental⁽¹⁾ insurance shall be based on the following formula:

$$\text{Court's Contribution to Retiree Health Insurance} = \text{Court paid contributions for active employee} \times \text{"retiree health benefit percentage"}$$

The "*retiree health benefit percentage*" is based on the employee's completed years of Court service at retirement as shown in the following table:

10 years = 50%	11 years = 55%	12 years = 60%	13 years = 65%
14 years = 70%	15 years = 75%	16 years = 80%	17 years = 85%
18 years = 90%	19 years = 95%	and 20 years or more = 100%	

⁽¹⁾ Employees hired on or after January 1, 2005 to June 30, 2013, will be eligible for retiree dental and will receive the same contribution as active employees. Employees **hired on or after July 1, 2013**, will be eligible for retiree dental, but the above formula will apply.

Retiree vision insurance is not offered by the Court.

7.6 Dental

The Court shall pay 100% of the employee only dental insurance premium.

Effective January 1, 2022, the Court agrees to pay 100% of plan premiums for all dental plans.

7.7 Vision

The Court shall pay 100% of the employee only vision insurance premium.

Effective January 1, 2022, the Court agrees to pay 100% of plan premiums for all vision plans.

7.8 Retirement

- A. The Court, pursuant to applicable statutory provisions, provides retirement benefits under Placer County's contract with the California Public Employees Retirement System (CalPERS).
- B. Employees are responsible for the full employee share for the CalPERS Retirement Plan.

7.9 Flexible Spending Account (FSA)

The Court shall make available to employees Flexible Spending Accounts (FSA) during the term of the agreement for both medical spending and dependent care.

7.10 Online Data Privacy Program

Effective January 1, 2023, an independent provider will be selected by the court, at its sole discretion, to provide basic monitoring of websites and submit requests for removal of personally identifying information that is posted in violation of state and federal restrictions for those employees that opt into the program.

The Court offers this service to all regular and limited term employees. Eligible employees may elect to join the Data Privacy Program upon hire, during open enrollment, or outside of open enrollment in response to a specific privacy concern upon submission of a request to the Court Executive Officer.

Employees will have the option to elect, at their expense, to cover additional family members or to increase the frequency of monitoring by the independent provider. Employees may add or remove enhanced services and/or family members based on rules established by the independent provider. Employees may not add enhanced services or family members unless the employee is enrolled.

More information regarding the Data Privacy Program services and the independent provider is available from Human Resources.

This program is being offered as funding allows. The Court Executive Officer shall make a determination in September of each year regarding extension of the program into the following calendar year.

7.11 Employee Benefits Advisory Committee

The Court will maintain an Employee Benefits Advisory Committee (EBAC) to provide unions and employees an opportunity during the decision-making process to voice their opinions, concerns and desires about the benefits offered to the Court employees, retirees and their families. The EBAC, in an advisory capacity, will formulate recommendations to the Court Executive Officer regarding benefit design, vendor selection, and employee health benefit options. The EBAC will be chaired by the Human Resources Director, or their designee, and meet no less than annually.

ARTICLE 8 - PROBATIONARY PERIOD

8.1 Probationary Period

The Court and the Union recognize the probationary period as an integral part of the examination process.

A. New Hire Probationary Period

The probationary period for regular positions **hired after September 1, 2004**, in the bargaining unit shall be one year dating from the date of hire. Probation may be extended by a maximum of ninety (90) calendar days by mutual consent between the Court and the Union.

B. Probationary Period – Promotions

The probationary period for an employee promoted in the bargaining unit who has achieved regular status shall be six (6) months, dating from the effective date of promotion, with the exception of Courtroom Clerk. An employee that promotes to a Courtroom Clerk shall serve a twelve (12) month probationary period, dating from the effective date of the promotion. Any employee who accepts a promotion, who has not completed the one-year period for new hire probation as set forth in Subsection A, above, shall start a new one-year initial probationary period effective with the date of the promotion. At the time the promotion is offered, such employee shall sign an acknowledgment that shall include the term of the new probationary period, right of no return to the previous position if employee fails probation, and the effect of such promotion on their right in a layoff situation.

C. Extension of Probationary Period – Leave of Absence

When an employee with probationary status is authorized paid leave, a leave of absence without pay, or a combination of paid leave and leave of absence without pay of more than 30 consecutive calendar days, the probationary period shall be extended for that employee by the number of consecutive calendar days of such absence. Probation will also be extended for any employee that has over 160 hours of cumulative Leave Without Pay in a 12-month period.

If an employee with probationary status has a temporary medical condition which may result in the employee occupying a light duty assignment in excess of 30 calendar days, and if the Court Executive Officer authorizes for such employee a light duty assignment which does not contain the essential duties necessary for adequately evaluating the performance of a probationary employee but which the employee is capable of performing based upon medical evaluation, then the probationary period shall be extended as if the employee were on paid or unpaid leave pursuant to Subsection (A) above, notwithstanding the employee performing the light duty assignment. Human Resources shall notify the employee and Unit Manager in writing of the effective date and termination date (when date becomes known) of the light duty assignment and the applicability of this rule.

8.2 Release from Probation

A. At any time during the initial one-year probationary period, the Court may release an employee, and the probationer shall be without the right of review of any kind. After consultation with their manager, notification of intent to release from probation shall be made in writing by the supervisor to Human Resources and the CEO. If approved, the supervisor shall give such employee ten (10) working days' notice of termination of employment, at any time up to and including the last day of the probationary period. Such employee shall perform at the level of, and be entitled to receive, during such last ten (10) working days, the salary of the position in which said employee was on probation. On an employee's initial probation the Court shall have the right to waive this notice period and pay the employee 10 days of severance pay. This subsection does not apply to a probationary period required by a promotion or demotion. Failure to issue periodic performance evaluations during probation for a new hire as set forth in Section 3.2(A) of this agreement, shall require review and approval of the Court Executive Officer or their designee before the probationary rejection for a new hire is issued.

B. At any time during the probationary period, an employee may be terminated for cause in addition to incompetence, inefficiency or failure to meet reasonable work performance standards and requirements. In such cases, sub section (a) above shall apply.

8.2 Return Rights on Promotion to Non-Union Position

An employee who has completed probation as outlined in this Article, in a classification covered by the MOU, and who accepts a position with the court in a classification not covered by this agreement, shall have return rights to their previously held position for twelve (12) months. If the employee exercises these return rights, he or she shall return to the same step on the salary schedule of the previously held classification, or a similar classification for which they possess the required minimum qualifications, with applicable service credit applied. The twelve (12) month period shall begin on the date they are placed in the classification not covered by this agreement.

When a vacancy is created by the movement of an employee covered by the MOU into a position that is not covered by the MOU, the court will endeavor to fill that vacancy with a limited term or extra help appointment for the first twelve (12) months following the start of the vacancy. The determination to fill the vacancy and/or to fill with a regular, limited term, or extra help employee is at the sole discretion of the Court Executive Officer.

ARTICLE 9 - GRIEVANCE PROCEDURES

(Under Section 71639.5(a) of the Trial Court Employment Protection and Governance Act (TCEPGA))

9.1 Purpose

In order to promptly resolve disputes between the Court and the Union which fall under Government Code Section 71639.5(a), the parties agree to the following procedure to provide for an orderly process for reviewing and resolving, at the lowest possible administrative level in the shortest possible time alleged violations of this agreement or any agreements reached pursuant to meet and confer between the parties, and

This Article specifically does not cover disputes defined under:

- A. Article 3 of the TCEPGA (those disputes designated under Government Code section 71639.1 and 71639.4 for resolution by the Public Employment Relations Board);
- B. Article 4 of the TCEPGA (the alleged misapplication, misinterpretation or violation of the Court's personnel rules regarding hiring, promotion, transfer and classification). A dispute resolution mechanism for Article 4 disputes under the TCEPGA, which ends in binding arbitration, may be found as part of the Court's personnel policies.
- C. Article 5 of the TCEPGA (an alleged violation of the Court's Employment Protection System).
- D. Government Code section 71639.5(c), where a party either seeks to enforce an arbitration award or compel arbitration.

9.2 Definitions

A. Grievance:

A claimed violation, misapplication or misinterpretation of a specific provision of this agreement that adversely affects the grievant.

B. Grievant:

The union who is filing a grievance as defined in 9.2(A) above. Alleged violations, misapplication or misinterpretations may be consolidated as a group grievance and thereafter represented by a single person or the Union.

9.3 General Provisions

- A. This procedure shall be the exclusive procedure for adjusting grievances as defined by this Article. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.
- B. No reprisal of any nature shall be taken against any employee for participating in the grievance procedure.
- C. The grievant may be represented by a representative of their choosing at any level of this procedure after an initial discussion with their supervisor.
- D. The grievant, the grievant's witnesses and representative shall suffer no loss of compensation or benefits while participating in this procedure.
- E. Proceedings shall, whenever possible, be held during normal working hours. If held at other than grievant's normal working hours, the grievant may, if staffing allows, be entitled to an equivalent number of hours off on an hour for hour basis. Grievance meetings with management shall be considered time worked.
- F. If a grievant fails to carry their grievance forward to the next level within the prescribed time period the grievance shall be considered settled based upon the decision rendered at the most recent step utilized and any right to pursue the grievance further shall be deemed waived and abandoned.
- G. If a supervisor fails to respond with an answer within the prescribed time period of the grievance the UNION may process the grievance to the next step of the grievance procedure.
- H. Time limits are considered an integral and important part of this procedure and may not be waived or ignored except by mutual agreement confirmed in writing.
- I. Unless otherwise identified, all days are calendar days.
- J. Any written response or meeting requirement by a supervisor or other Court representative may be provided by their designee.
- K. Document service between parties to a grievance shall be made in person, by properly addressed first class U.S. Mail, or by FAX with confirming copy mailed. Agreements to extend or waive timeframes by mutual agreement may be made via email.
- L. The UNION Business Representative or designee shall have the authority to settle grievances for the UNION or employees at the respective steps of the grievance procedure.

9.4 Informal Resolution

- A. An aggrieved employee shall first discuss the grievance with their immediate supervisor and identify the discussion as the informal step of the procedure.

- B. This discussion must take place within fifteen (15) calendar days from the event-giving rise to the grievance or fifteen (15) calendar days from the date the grievant could reasonably have expected to have knowledge of such event. The responding party shall have three working days to give an oral response to the grievant.

9.5 Formal Levels

- A. **Level One:** If a grievant is not satisfied with the resolution proposed at the informal level, the grievant or grievant's representative may within seven (7) days of receipt of such answer file a formal written grievance on a completed grievance form. The Union or an employee must file the grievance with the *grieving employee's supervisor*. Within seven (7) days, the *grieving employee's Division Manager or designee* shall have a meeting with the grievant and/or representative and within seven (7) days thereafter give a written answer to the grievant.
- B. **Level Two:** If the grievant is not satisfied with the written answer from the responding party, the grievant may, within seven (7) days of such answer, file a written appeal. The Union or an employee must file the appeal with Human Resources. Within seven (7) days of receipt of the written appeal, the responding party shall investigate the grievance, which shall include a meeting with the concerned parties unless waived by the parties, and thereafter, give a written answer to the grievant within seven (7) days, which answer shall be final and binding unless appealed. Grievances of a general nature pertaining to matters not normally decided by supervisory personnel may be presented directly to the second step. Matters presented directly to this step shall not be considered unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based.
- C. **Level Three:** If the grievant is not satisfied with the decision made by the responding party, the grievant may within thirty (30) calendar days of the receipt of the response from the responding party appeal to the third step.

The UNION's representative and the Court Executive Officer shall meet to hear the grievance appealed to the third step. Grievances appealed to the third step shall be heard within ten (10) working days after the appeal is made, unless the parties agree to a longer timeframe.

A written answer will be made within ten (10) working days after the hearing, stating the Court's position.

- D. **Arbitration:** If the third step answer is not satisfactory to the employee, the UNION may appeal the grievance to arbitration. The request must be given in writing to the designated Court representative by the UNION within ten (10) working days from the date of the third step answer.
 - 1. An arbitrator may be selected by mutual agreement of the parties.
 - 2. If the parties cannot agree on a hearing officer, the parties shall request a list of five (5) arbitrators from the California State Mediation Service and alternatively strike off, commencing with the UNION, the list until one

remaining arbitrator is left. The first available date permitted by the parties' schedules will be selected.

3. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the Court and the UNION.
4. The fees of the arbitrator and the court reporter, if used, will be borne equally by the UNION and the court.
5. The court agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The UNION agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

9.6 Hearing Officer Cost

Each party shall bear its own expense in connection with the hearing. However, the cost of the hearing officer shall be borne equally.

9.7 Petition for Writ

(Under Government Code Section 71639.5 (a))

If the employee or the recognized employee organization is not satisfied with the final decision under Level 4 of this Article, they may petition the Superior Court for relief pursuant to Government Code Section 71639.5(a), as amended. This procedure will be governed under Government Code Section 71639.5(a) and California Rules of Court, Rule 2211, as amended.

ARTICLE 10 - DISCIPLINE & APPEAL PROCEDURE

(Under Article 5 of the Trial Court Employment Protection and Governance Act (TCEPGA))

10.1 Definitions

- A. **Minor discipline** is defined as written letters of reprimand. Minor discipline may only be appealed through formal level 2 of the grievance procedure identified in Article 9, section 9.5(B) The answer from this level shall be final and binding and not subject to any further appeal. Sections 10.4 through 10.10 of this Article do not apply to minor disciplinary actions.
- B. **Major discipline** shall mean discharge, suspension without pay, demotion, or reduction of wages.
- C. Appointing Authority shall mean, for purposes of this Article only, the Court Executive Officer, or their designee.
- D. Response (Skelly) Meeting. An informal meeting in which the employee has the opportunity to respond to proposed charges prior to major disciplinary action.
- E. Hearing. A formal hearing held following an appeal of an employee of action taken by the Court.

10.2 Power to Discipline

An Appointing Authority, for cause, may impose discipline on an employee.

10.3 Grounds for Discipline

The following shall be grounds for disciplinary action:

- A. Unauthorized absence.
- B. Conviction of a felony, a misdemeanor involving moral turpitude or any criminal act. For purposes of this subsection a plea of nolo contendere, or no contest, to any criminal charge, shall be considered to be a plea of guilty to the charge.
- C. Disorderly or immoral conduct.
- D. Incompetence or inefficiency.
- E. Insubordination.
- F. The use of intoxicating liquor or beverages or intoxicated while on duty. The use of drugs or narcotics and/or medications that affects job performance and/or the safety of other persons.

- G. Neglect of duty other than incompetence or inefficiency or failure to meet reasonable work performance standards and requirements.
- H. Negligence of, or willful damage to, waste of, or unauthorized use or waste of, public supplies or equipment.
- I. Willful violation of Court rules or procedures.
- J. Failure to meet reasonable work performance standards and requirements.
- K. Discourteous treatment of the public or other employees.
- L. Illegal political activity.
- M. Sexual harassment.
- N. Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to their agency or employment. The Court shall be held to a standard of expectation, which is no less than those standards of the State Civil Service System and applicable case law.

10.4 Initiating Discipline; Review by Court Executive Officer

- A. Prior to initiating any discipline as hereinafter provided, an appointing authority considering discipline consisting of discharge, suspension without pay, demotion or cancellation of wages, shall first review the matter with the Court Executive Officer.
- B. No Appointing Authority shall rescind any disciplinary action or impose any discipline greater than that recommended by the Court Executive Officer except by express authorization of the Court Executive Officer.
- C. No Appointing Authority shall dismiss any disciplinary action or impose any discipline less than that recommended by the Court Executive Officer, without the express authorization of the Court Executive Officer.

10.5 Initiating Discipline: Notice of Proposed Action

- A. The employee shall be given written notice of a proposed major disciplinary action as herein defined, ten (10) days in advance of the date the action is proposed to be taken.
- B. The employee shall have five (5) working days to either:
 1. Submit a written response to the Appointing Authority.
 2. Submit, either orally or in writing, a request for a Response Hearing.

If response is not received by the Court within the five (5) day timeframe, or the employee fails to participate in the response meeting if one is requested, the Court may proceed to order action.

- C. An employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken, as outlined in 10.8 Interim Suspension With Pay.
- D. The notice of proposed discipline shall contain:
 - 1. The reasons for the proposed action, including the rule(s) or regulations(s) or ordinance(s) violated.
 - 2. A copy of the charges and recommended action.
 - 3. Notice that the employee is entitled to an opportunity to respond pursuant to (B) above.
 - 4. A recommended date and time for the response meeting, should one be requested, with the Court during which the employee and their representative shall have an opportunity to refute the charges or present facts which may not be known to management.
 - 5. Notice that if no response is received by the Court by the time outlined in (B) above, or if the employee fails to participate in the response meeting if one is requested, the Court may proceed to order action.
- E. Accompanying Material. The notice of proposed discipline shall be accompanied by either copies of material on which the charges and recommendations are based, or if the materials are too voluminous to copy easily or are confidential within California Rule of Court 10.500, a description of the materials and a reasonable opportunity to inspect, summarize, or make copies.
 - 1. The employee may copy and inspect all materials designated as the basis for charges and recommendations by Court.
 - 2. The employee may copy and inspect their personnel file.
 - 3. The employee may copy and inspect only the parts of other Court records which the employee generated in their job, unless the Court orders broader discovery.
- F. The Notice of Proposed Discipline shall be personally served on the employee. The person serving this notice shall prepare an Affidavit of Service.

10.6 Response (Skelly) Hearing

- A. The Response Hearing shall be set within ten (10) days of the employee's request for the hearing. The Court shall provide at least two dates and times within the ten (10) day period. If the employee, or their representative, declines both dates, the hearing shall be deemed waived. The Court may schedule the meeting beyond the ten (10) day timeframe in unusual circumstances or due to unavailability of a Skelly officer.

- B. At the time and place set for the meeting giving the employee the opportunity to respond the employee may respond orally and/or in writing, personally or by or with a representative.
- C. Neither the Court nor the employee shall be entitled to call witnesses or take testimony.
- D. At the meeting, the Skelly Officer may consider information contained in the charges and recommendations and other information as well as information presented by the employee or their representative. If new information relating to new charges or recommendations is introduced, or if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.
- E. Within ten (10) days, the Skelly Officer shall issue a report to the Court Executive Officer summarizing the Response Hearing and making recommendations.

10.7 Imposing Discipline: Notice of Discipline

- A. Within ten (10) days of the receipt of the report outlined in 10.6(E), and after investigating and considering such responses, oral or written, as the employee may have made, the Court Executive Officer may file a written order initiating discipline containing the following (Order of Discipline):
 - 1. The name of the employee.
 - 2. The section number or numbers of the rules or regulations violated constituting the charges.
 - 3. The charges upheld.
 - 4. Any materials upon which the action is based.
 - 5. The effective date of the discipline.
 - 6. Notice of the employee's right to appeal.
- B. The Order of Discipline Action shall be personally served on the employee. The person serving this notice shall prepare an Affidavit of Service. No copy of such Order may be placed in such employee's personnel file until the proposed discipline has become effective as provided in Section 10.10

10.8 Interim Suspension with Pay

- A. Pending investigation by the Appointing Authority of charges against an employee, the Appointing Authority may, in writing, order the employee placed on immediate paid leave of absence until charges are filed or for a specified period of time not to exceed fifteen (15) working days, whichever comes first. Such suspension may only be made if the Appointing Authority determines that the security or efficient operation of the department requires such suspension.

- B. If charges are thereafter filed under Section 10.5, the Appointing Authority may, in writing, order that such paid leave of absence continue until such discipline becomes effective as provided in Section 10.7, or such charges are dismissed. Such further suspension may only be made if the Appointing Authority determines that the security or efficient operation of the department requires such further suspension.
- C. No suspension under subparagraphs (A) or (B) shall be valid unless first approved by the Court Executive Officer.

10.9 Suspension Without Pay: Alternative Forfeiture of Paid Leave Credits

By mutual Agreement between the Court and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensatory time off and/or vacation credits equal to all or part of the hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the Court shall reinstate the forfeited credits.

10.10 Major Discipline Appeal Procedure

- A. The employee shall have the right to appeal the Court Executive Officer's major disciplinary action to a hearing officer. Such appeal may be as limited to the severity of the penalties imposed.
- B. Filing of an appeal does not stay the effective date of the order of disciplinary action.
- C. The Employee or the Union may within ten (10) working days of the receipt of the Notice of Disciplinary Action request an appeal of the disciplinary action by a hearing officer. The request for a hearing shall be made in writing to the Court Executive, and the parties shall select an impartial hearing officer. If the parties cannot agree on a hearing officer, the parties, beginning with the Court, shall request a list of arbitrators from the California State Mediation Service and alternatively strike off the list until one remaining arbitrator is left. Upon selection of the hearing officer, the Court Executive shall contact the hearing officer, obtain available hearing dates, and communicate those dates to the Union. The first available date permitted by the parties' schedules will be selected.
- D. The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.
- E. An appeal through this procedure waives grievance proceedings under any agreement or memorandum between the Employee and any employee organization.

- F. The demand for hearing shall include:
1. The specific grounds for appeal; and
 2. Copies of materials on which the appeal is based or, if too voluminous, reference to materials in the custody of the Court.
- G. Three (3) days prior to the hearing each party shall provide the Arbitrator with a pre-hearing statement, a list of witnesses and copies of all exhibits to be submitted. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the discretion of the hearing officer. If new allegations or defense are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the hearing officer.
- H. The hearing officer shall conduct a hearing, which shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence.
1. The employee and Court shall have the right to call witnesses and present evidence.
 2. The Court shall be required to release Court employees to testify at the hearing.
 3. The hearing officer shall have the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided in Section 1282.6 of the Code of Civil Procedure.
 4. The employee shall have the right to representation, including legal counsel, if provided by the employee.
 5. If the hearing officer disagrees with the Court's decision, the Court shall furnish a certified copy of the record of proceedings before the hearing officer to the employee or, if the employee is represented by a recognized employee organization or counsel, to that representative, without cost.
- I. The Court shall review a hearing officer's report and recommendation as follows:

The Court shall have 30 calendar days from receipt of the hearing officer's report or receipt of the record of the hearing, whichever is later, to issue a written decision accepting, rejecting or modifying the hearing officer's report or recommendation unless the Court and employee mutually agree to a different timeframe.

In making its decision under subdivision the Court shall be bound by the factual findings of the hearing officer, except factual findings that are not supported by substantial evidence, and the Court shall give substantial deference to the recommended disposition of the hearing officer.

J. If the Court rejects or modifies the hearing officer's recommendation, the Court shall specify the reason or reasons why the recommended disposition is rejected in a written statement, which shall have direct reference to the facts, found and shall specify whether the material factual findings are supported by substantial evidence. The Court may reject or modify the recommendation of the hearing officer only if the material factual findings are not supported by substantial evidence, or for any of the following reasons or reasons of substantially similar gravity or significance:

1. The recommendation places an employee or the public at an unacceptable risk of physical harm from an objective point of view.
2. The recommendation requires an act contrary to law.
3. The recommendation obstructs the court from performing its constitutional or statutory function from an objective point of view.
4. The recommendation is contrary to past practices in similar situations presented to the hearing officer that the hearing officer has failed to consider or distinguish.
5. From an objective point of view, and applied by the Court in a good faith manner, the recommendation exposes the Court to present or future legal liability other than the financial liability of the actual remedy proposed by the hearing officer.

K. Hearing Officer Cost

Each party shall bear its own expense in connection with the hearing. However, the cost of the hearing-officer shall be borne equally between the Court and the union/employee.

ARTICLE 11 – LAYOFFS AND REHIRE

11.1 Layoff Authority

As prescribed by Government Code §71652, the Court Executive Officer may lay off employees. Employees shall be laid off on the basis of seniority, as defined in this section. Should the Court consider such layoffs necessary, the Court will attempt to provide all affected employees with advance notice when practical to do so.

11.2 Order of Layoff

The Court Executive Officer shall determine which class or classes will be affected. Identified flexibly staffed positions in classifications which include entry/journey or I/II/III in the job title will be treated as one class for purposes of this provision. Once the classifications are determined that will be impacted by layoffs, employees will be laid off by seniority in the following order:

- A. Probationary employees
- B. Regular employees (an employee that has completed the initial hire and or promotional probationary period).

Regular employees laid off and probationary employees noticed of release from the Placer County Superior Court pursuant to these provisions shall be placed on a reemployment list for the class or classes from which they were laid off or released.

The following sequence will be used to determine the order in which regular employees will be laid off:

1. Regular employees shall be laid off, by class, in the inverse order of seniority, with the employee in the identified classification with the least seniority laid off or displaced first. Regular part-time employees' seniority will be prorated based on hours worked.
2. In the event of a tie in seniority, the tie will be broken by ranking (1) in inverse order of seniority within the classification, then (2) inverse order of total seniority with the court. If a tie still exists, the final decision will be made by lot, e.g., names drawn from a hat or the like. A Union representative and/or a shop steward shall be present if it is necessary to use the second tie breaking method.

11.3 Temporary and As-Needed Employees (Extra Help, Limited Term and Provisional)

Employees in temporary and as-needed positions in classifications being reduced will not be laid off; they will be separated pursuant to the Court Executive Officer's discretionary authority.

11.4 Seniority Defined

The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of hire into a regular authorized position with the Superior Court of California, County of Placer. This shall not include time worked as an extra-help, provisional or a temporary employee. A break in employment shall result in the acquisition of a new date of hire. A break in service (employment) is a separation from Court service. The date of hire shall also include service in the Placer County Superior Court and the Placer County Municipal Court for those employees who were originally hired by Placer County and transferred to the Court by operation of law on January 1, 2001 pursuant to the Trial Court Employment Protection and Governance Act, Government Code §71600.

An employee, who works in a temporary assignment, receiving working-out-class compensation, will continue to accrue seniority in their regular position/classification.

An employee whose position is reclassified shall have all hours moved forward to the newly reclassified position. This provision does not apply to any employee who receives a promotion. A promotion is an advancement to a position of higher rank or grade where the salary grade difference between the current classification and the new classification involves an increase in pay of at least five percent or more.

Any employee laid off after acquiring "regular" status shall, after reinstatement, regain the seniority credit possessed at the time of layoff. However the time during the break in employment will not be counted for purposes of seniority credit. Seniority is not affected or reduced by current or previous periods of authorized leaves of absence or by authorized reductions in work schedule.

When there has been a break in employment, employees who leave (or have left) employment (were not laid off) and reinstate to court service within a one (1) year period shall be given seniority credit for the time prior to their break in service. However the time during the break in employment will not be counted for purposes of seniority credit. Employees who have (or have had) a break in service of greater than one (1) year will not receive seniority credit for the time prior to the break in employment.

11.5 Reinstatement to a Former Classification (Bumping)

An employee being laid off from a regular position may request to "bump" a less senior employee in a lower classification (i.e. one with a lower salary/wage range), that he/she previously achieved regular status. The employee who is bumped shall be the employee with the least seniority in the lower classification. An employee who is bumped shall also have the right to bump a less senior employee in a lower classification in which they had achieved regular status.

Employees who are being laid off or displaced and are eligible to displace (bump) another employee may waive the right to displace into that position by so stating in writing to the Court Executive Officer within five (5) calendar days after the employee's first notice of layoff.

11.6 Salary Upon Reinstatement to Previous Classification

An employee that is reinstated (bumped) to their former classification shall be placed on the applicable salary schedule, hours, and working conditions of the lower position to which assigned.

- A. Beginning on the effective date of the reinstatement, employees who are “bumped” to a prior classification will receive the salary of the step in the lower classification closest to, but not lower than, the rate they are earning in their current classification so long as that salary does not exceed the maximum step of the prior classification. If it does exceed the maximum step, then their salary will be the maximum step in the classification to which they are “bumped.”
- B. Employees in full-time positions who displace employees in part-time positions shall cease to be full-time employees and become part-time employees receiving the compensation and benefits of part-time employees.

11.7 Reemployment List

Reemployment Lists are particular to a classification. Each regular employee who has been laid off and probationary employees noticed of release from employment will be placed on a reemployment listing for the classification(s) from which they were “bumped” or laid off or released.

If a position is vacated or established in the classification from which an employee was laid off, such position shall be offered to employees on the reemployment list in order of total seniority. If an employee refuses an offer of reemployment to a formerly held classification, the employee will be removed from all reemployment lists on which the employee’s name appears.

1. Regular employees who are laid off and probationary employees noticed of release from employment, when such layoff results in a break in service, shall be placed on a reemployment list in order of total seniority for a period of two (2) years or return to duty whichever comes first.
2. Regular employees who are laid off, when such layoff does not result in a break in service because they bumped to a lower classification, shall be placed on a reemployment list in order of total seniority until the employee is either reinstated, promoted to another classification, voluntarily or involuntarily separated from employment or refuses an offer of reinstatement to the position they were laid off.

11.8 Recall – Right to Reemployment

Return to duty from a reemployment list must be in order of total seniority, unless a contacted employee is unavailable after contact or refuses the return to duty assignment.

To be eligible for reemployment, an employee must keep the Court's Human Resources Division apprised of any changes of address and other contact information. Recall notices will be sent by certified mail to the employee's last known address as reflected in the Court's records. The employee must, within ten (10) calendar days from the date the notice was mailed, notify the Court's Human Resources Division of their intent to return to work on the date specified in the recall notice and must thereafter return to work on such date. Such re-employment would be at the same salary step and with the same seniority as the employee had earned at the time of layoff, as applicable.

If an employee refuses a recall offer, does not respond to a recall offer within the time specified in this Article, or does not return to work on the date specified in the recall offer, he or she will be removed from the re-employment list and will not be eligible for further recalls.

ARTICLE 12 – NO STRIKE/NO LOCKOUT

12.1 No Strike/No Lockout

- A. The Union, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, sympathy strike, slowdown, stoppage of work, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or refusal to perform customary duties during the term of this MOU.

- B. The Court agrees not to engage in any lockout during the term of this MOU.

ARTICLE 13 – MISCELLANEOUS

13.1 Court Reporter Pro Tempore

The Court may use Court Reporter Pro Tempore positions, as limited term, extra help or intermittent, to supplement full-time staff. Consistent with other limited term, extra help and intermittent positions, Court Report Pro Tempore positions are not represented by the Union.

13.2 Use of Contractors

Contract court reporters may be used by the court under the following conditions:

1. For matters heard in the Tahoe/Truckee area.
2. For temporary work when such work cannot be handled by existing positions. This includes temporary work due to employee leaves.
3. Under urgent circumstances, upon written notification to the union by the Court Executive Officer. Urgent circumstances are of a temporary nature where the rights of court users would be compromised without utilizing contract court reporters.
4. During recruitment activities through December 31, 2021, or as otherwise agreed.

13.3 Labor Management Committee

In order to foster a working environment of trust and collaboration, the Court and Union agree to have quarterly labor-management meetings to work toward addressing employee concerns and issues. The Court Executive Officer, or their designee, will attend.

ARTICLE 14 - TERMS AND CONDITIONS

14.1 Integration

This Memorandum of Understanding constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not.

14.2 Severability

If any provision of this Memorandum of Understanding shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby.

14.3 Term

This Memorandum shall become effective September 1, 2024 through August 31, 2025 and shall continue thereafter so long as the parties meet and confer in good faith to achieve a successor agreement.

UNITED PUBLIC EMPLOYEES

By: 
Ted Somera, Executive Director

By: 
John Bonilla, Business Agent

By: 
Renee Graham, Courtroom Clerk

By: 
Katy Lopez, Courtroom Clerk

By: 
Gerald Story, IT Specialist

THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER

By: 
Jake Chatters, Court Executive Officer

By: 
Bryna Smith, Human Resources Director

By: 
Angeline Allen, Chief Negotiator

APPENDIX A – COURT CLASSIFICATIONS

Revised 9-1-2024

The Employer recognizes the Union as the exclusive bargaining agent for all employees working in the following classifications:

Court Clerk-Entry, Court Clerk
Court Clerk 4
Court Reporter
Courtroom Clerk
Custodian
Fiscal Services Clerk 1, 2
Help Desk Technician 1, 2
Information Technology Specialist
Interpreter Coordinator
Office Assistant
Paralegal 1, 2
Senior Court Clerk
Senior Custodian
Support Services Assistant 1, 2

⁽¹⁾ Information Booth Clerk

⁽¹⁾ Position is not an allocated position but is used for transitional return to work accommodations.