



AGREEMENT

BETWEEN

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO**

AND

UNITED PUBLIC EMPLOYEES, LOCAL 1

COVERING ALL EMPLOYEES IN THE

COURT PROFESSIONAL UNIT

October 1, 2007 – September 30, 2010



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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the Superior Court of California, County of Sacramento, hereinafter referred to as the Court, and United Public Employees, Local #1, hereinafter referred to as UPE, has as its purpose the promotion of harmonious labor relations between the Court and UPE; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The term "Agreement" as used herein means the written agreement provided for under Section 71634.3 of the Government Code.

ARTICLE 1 - RECOGNITION AND COVERAGE

1.01 RECOGNITION

- a. The Court recognizes UPE as the exclusive negotiating agent for all employees in the Court Professional Unit.
- b. UPE recognizes the Court Executive Officer or his/her designee as the negotiating representative for the Court and shall negotiate exclusively with the Court Executive Officer or his/her designee, except as otherwise specifically stated in this Agreement.

1.02 COVERAGE OF EMPLOYEES

- a. The Court Professional Unit consists of all employees as stated in the listing of classes set forth in Exhibit "A" of this Agreement.
- b. This Agreement applies only to employees in the above described representation unit.

ARTICLE 2 - UPE RIGHTS

2.01 UPE SECURITY

- a. It is the intent of this Article to provide for payroll deductions of bargaining unit members to be deducted from their warrants insofar as permitted by law. The Court agrees to deduct and transmit to UPE all authorized deductions from all members of the Court Professional Unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the Court and UPE. In the event the Court misses one or more payroll deductions in a payroll period, due to no fault on the part of UPE, the Court will correct the error and remit all monies due in the next biweekly pay period, if possible, when notified by UPE in writing.

- b.
 - (1) The written authorization for UPE payroll deductions shall remain in full force and effect, during the life of this Agreement between the Court and UPE, unless cancelled in writing.
 - (2) The written authorization for approved insurance and benefit programs and the amount of dues, or service fees, deducted from unit members' warrants and the deductions for this purpose shall be changed by the Court only upon written request of UPE.
 - (3) UPE agrees to indemnify, defend and hold the Court harmless against any claims made of any nature and against any suit instituted against the Court arising from its check off for the service fees, dues, and insurance or benefit programs of UPE.
 - (4) The Court shall distribute membership information packets, provided by UPE, to each newly hired employee at orientation meetings. UPE representatives may attend this orientation to make a brief presentation.
- c. "Approved insurance and benefit programs" are those which the Court has approved as being non-competitive or non-duplicative of Court-offered programs. The Court reserves the right to disapprove any insurance program, in advance, if competitive or duplicative; and, to cancel all UPE insurance and benefit program payroll deductions when they are established without prior Court approval. It is understood that life insurance, except for accidental death and dismemberment, is competitive and duplicative of Court-offered programs. The insurance and benefits programs listed herein have been determined by the Court to be "approved insurance and benefit programs":
 - (1) Accidental death and dismemberment
 - (2) Automobile
 - (3) Fire
 - (4) Homeowners
 - (5) Long-term disability
 - (6) Professional liability
 - (7) Vision Insurance
- d. Solicitation and/or servicing of UPE insurance and benefit programs shall not interrupt on-duty employees nor be conducted in Court facilities without prior approval of the Court.

2.02 UPE NOTICES AND MEETINGS

- a. UPE may use Court conference rooms and similar building facilities for meetings with employees in the units it represents; may post material on bulletin boards provided to serve employees in the units it represents; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

- b. Use of Court meeting facilities requires reasonable advance notice to the appropriate Court official and is subject to Court use of such facilities; provided, however, that once scheduled, such UPE meetings may not be cancelled by the Court except under emergency situations. The Court may establish reasonable regulations governing the use of Court facilities as provided by this section.
- c. UPE shall be entitled to reasonable use of bulletin boards at all offices and work locations where they are established or where they may be reasonably necessary. UPE may request permission from the Court to install secure bulletin boards. If such a request is granted, UPE shall pay for the cost of the secure bulletin board and installation.
- d. Duly authorized representatives of UPE shall be permitted, at all times that employees in the units which it represents are working, to enter offices to transact business within the scope of representation, and to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that UPE representatives shall, upon arrival at the facility, notify the person in charge of the areas she/he wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated to UPE in writing. Access shall be granted as soon as reasonable following resolution of the reason for denial.
- e. The Court Telephone Directory shall contain the name, location and telephone number of the local UPE office during the term of this Agreement, unless the Court discontinues printing the directory.
- f. UPE shall have the right to reasonable use of the Court's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by UPE as officers and/or stewards. The Court shall designate a mailbox address in the internal mail system at which UPE may receive mail. The Court shall not be held responsible for untimely or lost mail.
- g. Employees representing UPE shall continue to be authorized to attend Labor Management committees that impact benefits for Court employees. This shall include, but not be limited to Health and Benefits Review Committee, Retirement Benefits Committee, and Child Care Committee. Employees shall be granted up to four (4) hours of duty time per meeting to attend Labor Management committee meetings. Employees must request prior approval from their supervisor and attendance will be subject to operational needs.

2.03 UPE REPRESENTATION

- a. A written list of employees designated by UPE as UPE stewards, broken down by work area and department, shall be furnished to the Court immediately after their designation, and UPE shall notify the Court promptly of any changes of such stewards. UPE stewards shall not be recognized by the Court until such lists or changes thereto are received.
- b. The number of stewards shall not exceed two representatives. UPE shall provide a list to the Court Human Resources Manager when stewards are assigned an area at least annually. Exceptions to these conditions may be

granted by the Human Resources Manager; otherwise, no steward shall be recognized nor authorized to use release time unless the above conditions are met.

- c. Up to 4 (four) UPE members in the Court Professional Unit who are on the Governing Board shall be entitled to four hours authorized UPE time off without pay per calendar month.
- d. The Court recognizes and agrees to meet and confer, upon request, with the designated representatives of UPE on all matters relating to the interpretation, application, or enforcement of the express terms of this Agreement. With prior approval of the Court, a reasonable number of UPE representatives shall be released for this purpose without loss of pay.
- e. Upon request of an aggrieved employee, a steward of UPE may investigate a grievance or dispute, provided it is in his/her area of responsibility in the department, and assist in its presentation. He/she shall be allowed a reasonable time for this purpose without loss of pay, subject to prior notification and approval by his/her immediate supervisor. For investigations which take him/her physically outside his/her regular work area, such notification shall be on a form prescribed by the Court, which will state the amount of time spent for the purpose. When a steward is investigating grievances within his/her regular work area, the prior notification and approval may be oral and the form need not be used; however, the steward must accurately record on his/her employee time sheet all on-duty time spent investigating grievances. The assignment of more than one steward, who is an employee to handle a grievance, shall be subject to prior approval of the Human Resources Manager or his/her designee and approval shall not be unreasonably delayed or withheld.
- f. In the selection and utilization of stewards from the ranks of part-time or temporary employees, UPE shall assume responsibility for appropriate selection of stewards so as not to unduly interfere with Court organizational operations or procedures and shall explore reasonable alternatives thereto before making such selection.
- g. Nothing in this section shall be deemed to limit the ability of UPE to assign UPE staff to represent employees.

2.04 UPE BUSINESS

- a. Upon written request from UPE, an employee who is elected or appointed to a UPE office, or is selected for regular employment with UPE, shall be granted a leave of absence from the Court without pay for a one-year period. Subsequent applications for additional one-year periods may be granted subject to the needs of the Court.
- b. Chairperson of the Board of Directors of UPE, may be granted an excused absence without pay for a period of time sufficient to attend conferences, conventions, or special training schools.

2.05 FAIR AND EQUAL REPRESENTATION

It is recognized that UPE owes the same responsibilities to all employees in the representation unit and has a duty to provide fair and equal representation to all employees in all classes in the unit whether or not they are members of UPE.

2.06 AGENCY SHOP CONDITION OF EMPLOYMENT

Consistent with Government Code 71632.5 et seq. and the bylaws and policies of UPE, all employees in the representation unit shall, as a condition of continued employment, either:

- a. Become a member of UPE; or
- b. Pay to UPE an agency shop fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments in effect during the duration of this agreement. It shall be the sole responsibility of the union to determine an agency shop fee which meets the above criteria; or,
 - (1) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - (2) Pay a sum equal to the regular dues of UPE to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or CHAD.
- c. The parties agree that any failure of an obligated employee to pay an agency shop fee shall constitute reasonable and just cause for discharge.

2.07 AGENCY SHOP FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE

- a. Consistent with Government Code 71632.5 (f), UPE shall keep an adequate itemized record of its financial transactions and shall make available annually, to the Court and to the employees who are members of UPE, within 60 (sixty) days after the end of the fiscal year, a detailed financial report certified as to its accuracy.
- b. UPE is responsible for notifying new employees, or employees new to the bargaining unit, of agency shop fee requirements and payroll deductions. Agency shop fees will only be charged prospectively after an employee has received adequate notice. Challenges to the agency shop fees are to be submitted to UPE.

- c. Consistent with Government Code 71632.5 (c), UPE shall defend, indemnify, and hold harmless the Court against any liability arising from any claims, demands, or other action related to the Court's compliance with the agency shop fee obligation.

2.08 PAYROLL AUTHORIZATION REQUIREMENTS

- a. The authorization for payroll deductions described in this subsection shall specifically require the employee to agree to hold the Court harmless from all claims, demands, suits or other forms of liability that may arise against the Court for or on account of any deduction made from the wages of such employee.
- b. It is agreed that agency shop fees and charitable contributions specified herein shall be deducted from the salary of each employee covered by this section that files with the Court a written authorization requesting such deduction be made.

2.09 COPIES OF AGREEMENT

The Court shall at its expense print and provide UPE with 100 copies of this Agreement within sixty (60) days of initial approval by the Court. UPE may pick-up copies of the Agreement at the closest facility in which the supply of Agreements are stored. During the term of the Agreement, the Court shall provide new hires a copy of the Agreement during New Employee Orientation.

2.10 LIST OF EMPLOYEES AND REPRESENTATION INFORMATION

The Court shall provide UPE with the following:

- a. Biweekly Reports:
 - (1) A list of employees newly assigned into the representation unit. This report is identified as Actions Report.
 - (2) A list of employees within the Court Professional Unit who have a UPE payroll deduction.
 - (3) A list, identified as Terminated Employees, of employees who have left Court service.
 - (4) A list (including employees' addresses) that do not have payroll deductions from biweekly earnings.
 - (5) A list which specifies the following information:
 - (i) Name
 - (ii) Social Security number and/or personnel number.
 - (iii) Employment status code
 - (iv) Index
 - (v) Classification code
 - (vi) Amount of gross pay earned in the pay period
 - (vii) Amount of membership dues paid in the pay period

- (viii) Amount of membership dues paid in the quarter to date
 - (ix) Amount of membership dues paid in the year to date
- (6) A list identified as Deduction-List, which specifies name, social security number, index, class code, amount, quarter to date, and year to date
 - (7) A list which identifies employees who have transferred out of the Court Professional Unit.
- b. Quarterly Reports:
 - (1) A list of all employees represented by UPE. Employees shall be listed by classification. Such listing shall also indicate the class code, date assigned to the class, employment date, social security and/or personnel number, employment code, location code and salary range and step. Such lists shall be furnished quarterly to UPE on the first payday in the months of January, April, July, and October.
 - (2) Only upon request of UPE and no more than four times per fiscal year, an updated list of the names and mailing addresses of all UPE members in the Court Professional Unit. The list shall include the employee's classification.
 - c. The above mailing addresses that are provided to UPE are given to UPE for its exclusive use for the sole purpose of conducting union business and are to be kept confidential. UPE agrees not to release any employee mailing address to any other party without the written consent of the employee.
 - d. Any questions regarding any reports provided under this section shall be made in writing to the Court Human Resources Manager. The Court Human Resources Manager shall respond in writing to UPE questions.
 - e. The Court will provide the above lists to UPE in digital format (disk) if such format is available from the Court's payroll system.

2.11 CLASSIFICATION STUDIES

- a. The Court agrees to notify UPE in writing of any planned classification changes at least fourteen (14) calendar days in advance of implementing such changes. Upon notification in writing from UPE, the Court agrees to meet and confer over the impact of the planned changes prior to implementation. The Court agrees to withhold implementation until after the parties have met and conferred.
- b. If UPE still disagrees with the outcome of the classification study, UPE may file a written appeal to the Court Executive Officer or designee within fourteen (14) calendar days of the conclusion of the meet and confer.
- c. As soon as is reasonably possible, the Court Executive Officer or designee shall hold a meeting to discuss the appeal and render a final and binding decision within fourteen (14) calendar days of the meeting.

- (1) The parties may mutually agree on a case-by-case basis to modify the above time frame.
- d. When a permanent employee or UPE believes his/her job duties have changed significantly over a period of time, the employee may request that the Court conduct a review his/her duties and responsibilities to determine if the employee's position is properly classified.
- (1) Classification review requests shall be submitted on a form provided by the Court.
 - (2) Completed classification review request forms shall be submitted to the Court Human Resources Office. The Court Human Resources Office will conduct a review of the request and, if warranted, conduct a classification review of the position. The Court Human Resources Office shall make a final determination on the merits of any classification review request.
 - (3) An employee shall not submit a request for a classification review more than once every twelve (12) months.
 - (4) The decision to conduct a classification study or the outcome of a study shall not be subject to Article V, Grievance and Arbitration Procedure, of this Agreement.
- e. The Court agrees to initiate and complete job classification studies for the classes of Court Probate Investigator by August 1, 2008 and Family Court Counselor by August 1, 2009.

Within sixty (60) days of the signing of this agreement the Court and UPE shall meet to discuss and agree upon the purpose and scope, including a salary survey, for the study.

Upon completion of the study either party may request to meet and confer regarding the implementation of the study findings.

2.12 POLICIES AND PROCEDURES

The Court agrees to provide UPE copies of all Court Personnel Policies and Procedures issued by the Court Human Resources Manager affecting the bargaining unit.

ARTICLE 3 - COURT RIGHTS

3.01 COURT RIGHTS

- a. All Court rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the Court.
- b. The rights of the Court include, but are not limited to, the exclusive right to determine the mission of its constituent sections, divisions and departments; set standards of service; determine the procedures and standards of selection for

employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of Court operations; determine the methods, means and personnel by which Court operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The Court has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

- c. This provision is not subject to the Grievance and Arbitration Procedure as set forth in Article V of this Agreement.

ARTICLE 4 - GENERAL PROVISIONS

4.01 DEFINITIONS

- a. "Extra-help" means any employee who is employed for a period of short duration, whether part-time or full-time, in a position which either is designated as extra-help in the annual salary ordinance or is not contained therein.
- b. "Regular employee" means any employee of the Superior Court, pursuant to Sections 7160(l) and 71601 (m) of the Government Code, and any regular employee who temporarily transfers to temporary position.
- c. "Part-Time Employees":
 - (1) Part-time employee, for the purposes of this section, means any employee who is assigned to work substantially less than the normal hours of work during the employee's period of employment.
 - (2) A part-time employee may be either a "regular" or an "extra-help" employee, and eligibility of such employee for the benefits provided in this Agreement shall be determined accordingly.
 - (3) An employee assigned on a part-time basis shall accrue salary and benefits on the basis of actual time worked, including authorized absences with pay.

4.02 STRIKES AND LOCKOUTS

- a. No lockout of employees shall be instituted by the Court during the term of this Agreement.
- b. UPE agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in encourage, sanction, support or suggest any strikes, work stop-pages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the Court. In the event that UPE members participate in such activities in violation of this provision, UPE

shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

4.03 DISCRIMINATION

- a. The Court shall not interfere with or discriminate against any employee by reason of his/her 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.
- b. UPE, in turn, recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint or coercion. The provisions of this Agreement shall be applied equally to all employees, without discrimination as to age, sex, marital status, handicap, religion, race, color, creed, national origin, sexual orientation, political or union membership. UPE shall share equally with the Court the responsibility for applying this provision of the Agreement.
- c. An employee shall be allowed to schedule time off from duty without loss of compensation to meet with the Court Human Resources Manager or designee regarding a discrimination complaint by that employee. The Court may require that the specific time away from the job for this purpose be compatible with the employee's duties and work schedule.
- d. All Court procedures on the filing and investigating of discrimination complaints shall be made readily available to employees.

4.04 PERSONNEL RULES

- a. The parties agree that personnel rules governing matters not covered by this Agreement or rules implementing this Agreement shall continue in full force and effect unless modified by the Court. The Court agrees to notify UPE in advance of any change to Court personnel policies or rules, and to meet and confer over the impact of such changes prior to implementation.
- b. Should any provision of this Agreement alter or conflict with any Court rule or policy, this Agreement shall be controlling and supersede said Court rule or policy, or parts thereof.
- c. This section shall not be construed to make any matter not expressly covered by the Agreement subject to Article V, Grievance and Arbitration Procedure, of this Agreement.

4.05 CONTRACTING OF WORK

- a. The Court may contract for work where such services are performed by bargaining unit employees. The use of contracting is intended to cover instances of short term staffing shortages and Court projects of a limited duration. Contracting of work is not intended to displace current Court employees nor is it intended to be used as a substitute for the hiring of permanent full-time employees.

- b. The Court shall notify UPE of its intention to contract, or amend a contract, for services provided by Probate Investigators or Family Court Counselors. If UPE wishes to meet with the Court over a proposed contract, such requests shall be made by UPE within two weeks after receipt of the notice from the Court. Upon request by UPE, the Court shall provide UPE with pertinent background and/or documentation, relating to the service(s) to be incorporated into the proposed contract.
- c. Contract awards will not be finalized prior to completion of UPE requested meetings.

4.06 SAVINGS CLAUSE

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

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

5.01 PURPOSE

- a. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.
- b. The purposes of this procedure are:
 - (1) To resolve grievances informally at the lowest possible level;
 - (2) To provide an orderly procedure for reviewing and resolving grievances promptly;
 - (3) To determine and correct if possible the cause of grievances;
 - (4) To encourage communication between employees and those in higher authority.

5.02 DEFINITIONS

- a. A grievance is a complaint of one or a group of employees, or a dispute between the Court and UPE, involving the interpretation, application, or enforcement of the express terms of the Agreement.
- b. As used in this procedure the term "immediate supervisor" means the Division Manager.
- c. As used in this procedure the term "party" means an employee, UPE or the Court.

- d. As used herein, representative or “UPE representative”, if an employee of the Court, refers to an employee designated as such pursuant to Section 2.3.
- e. As used in this procedure, the term “work day” means a day of work for the party appealing or responding to the grievance.

5.03 TIME LIMITS

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

5.04 PRESENTATION

An employee or the UPE representative, or both may present a grievance while on duty. On group grievances, UPE agrees to limit the number of employees participating on behalf of UPE while on duty to a reasonable number. The Court agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

5.05 EMPLOYEE RIGHTS

The employee retains all rights conferred by Section 71600 et seq., of the Government Code or the Sacramento Superior Court Employee Relations Rules.

5.06 INFORMAL DISCUSSION

The grievance initially shall be discussed with the Division Manager. The UPE representative may represent the employee. Within five (5) workdays, the Division Manager shall give his/her decision or response.

5.07 FORMAL GRIEVANCE - STEP I

- a. If an informal grievance is not resolved to the satisfaction of the grievant, or if the grievant or UPE believes there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:
 - (1) Ten (10) workdays after the event or circumstances occasioning the grievance; or
 - (2) Ten (10) workdays of the decision rendered in the informal grievance procedure, whichever is later.
- b. However if the informal grievance procedure is not initiated within the period specified in Subsection (1), the period in which to bring the grievance shall not be extended by Subsection (2).
- c. A formal grievance shall be initiated in writing on a form prescribed by the Court and shall be filed with the Deputy Court Executive Officer as the first level of appeal. The grievant may be represented by a UPE representative.

- d. Within ten (10) workdays after the initiation of the formal grievance, the first level of appeal shall hear and investigate the grievance, and give his/her decision in writing.

5.08 FORMAL GRIEVANCE - STEP 2

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) workdays. The grievant may be represented by a UPE representative.
- b. Hearing and Response - Step 2: The Court Executive Officer or designee shall, within ten (10) work days of receipt of the appeal, schedule and conduct a grievance hearing unless extended by mutual agreement of the parties. The Court Executive Officer or designee shall render a written response to the grievance within twenty (20) workdays following the date of the grievance hearing unless extended by mutual agreement of the parties.

5.09 ARBITRATION - STEP 3

If the response of the Court Executive Officer or designee is not satisfactory to the UPE, the UPE shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the Court Executive Officer or designee within ten (10) workdays of receipt of his/her decision.

5.10 RESPONSE

If the Court fails to respond to a grievance within the time limits specified for that step, the grievant or UPE shall have the right to appeal to the next step within the time limits specified for that step, except that only the UPE shall have the right to refer the matter to binding arbitration.

5.11 COPY OF DECISION

At each step of the formal grievance procedure, a copy of the decision shall be sent to the UPE at the same time as the decision is sent to the UPE representative of record, if any, and to the grievant.

5.12 SELECTION OF ARBITRATOR

- a. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.
- b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven arbitrators.
- c. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one arbitrator's name remains.
- d. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as per Subsection b above, and the selection shall be

made as in Subsection c above, unless an arbitrator can be mutually agreed upon.

5.13 DECISION

- a. The decision of the arbitrator shall be final and binding.
- b. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement nor shall the arbitrator substitute his/her discretion in any case where the Court is given or retains such discretion. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement.

5.14 COSTS

- a. The fees and expenses of the arbitrator shall be shared equally by the parties.
- b. The fees and expenses of a court reporter if required by the arbitrator and agreed to by the parties shall be shared equally by the parties.

5.15 WITNESSES

The Court agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Agreement. The UPE agrees that the number of witnesses requested to attend and their scheduling shall be reasonable. The Court shall cooperate in making witnesses available for the arbitration hearing.

5.16 EXPEDITED ARBITRATION

At any step of the grievance procedure at which the appropriate Court representative declares he/she does not have authority to resolve a pending grievance, the UPE may proceed directly to the next step of the grievance procedure. The Court and the UPE may, by mutual agreement, submit an issue directly to Step 3 of the grievance procedure.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 REGULAR WORK WEEK

- a. The regular workweek shall commence Sunday and extend through Saturday, eight hours per day, five days per week for a total of forty hours, which includes authorized absences with pay.
- b. The hours of work, including authorized absences with pay, of all part-time employees shall be established by the Court but shall normally be less than eight hours per day or forty hours per week.

6.02 MODIFIED WORK WEEK

Notwithstanding Section 6.01 above, employees may work a modified workweek schedule of less than five days but equal to 80 hours per pay period, subject to approval of the Court and UPE. Modified workweeks may be negotiated between UPE and the Court.

6.03 FLEXIBLE HOURS

An individual employee may work flexible working hours that are compatible with the needs of the Court and are mutually agreed upon by the employee and the Court Executive Officer or designee.

6.04 NOTICE OF CHANGES IN HOURS OR WORK LOCATION

- a. Regular employees shall be given at least fourteen (14) calendar day's 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.
- 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 or more if absolutely required. Such requests for extension shall not be capriciously or arbitrarily denied.

6.05 REST PERIODS

- a. All employees may be allowed rest periods not to exceed fifteen minutes during each four consecutive hours of work.
- b. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one hour of the beginning or the ending of a work shift or lunch period.
- c. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

6.06 MEAL PERIODS

- a. Employees normally shall be allowed a meal period of not less than thirty minutes nor more than one hour which shall be scheduled generally in the middle of the work shift. Permanent employees shall be given at least five work day's written notice prior to a permanent change in their assigned meal periods. The notice requirement shall not apply to temporary or emergency assignments.
- b. Whenever it is necessary for an employee to work overtime in excess of two consecutive hours, he/she shall be granted an additional meal period, the taking of which is optional with the employee.

- c. Meal periods shall not be counted as part of total hours worked, except for those employees for whom meal periods include the actual performance of assigned duties, such as the employees who work a straight eight hour shift.

6.07 TRAINING TIME

When an employee is ordered by the Court to attend training, the time spent in training shall be counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not hours worked.

6.08 FLSA STATUS – ALTERNATE WORK SCHEDULES

- a. Employees in the classification of Court Probate Investigator, Court Lead Probate Investigator, and Family Court Counselor shall be deemed to be ‘exempt’ employees under Section 13(a) (1) of the Fair Labor Standards Act (FLSA).
- b. Pursuant to FLSA, an employee’s leave accrual balances shall not be reduced for absences of less than 8 hours.
- c. With the approval of the Court, employees who request to do so may work alternative work schedules consistent with their “exempt” status under FLSA. Approval shall be based on operational need.
- d. The Court shall give written notice to the employee at least two full pay periods prior to making any changes to the approved alternate work schedule.

6.09 STANDBY ASSIGNMENTS AND CALL-BACK COMPENSATION

- a. Any employee who is required to remain on standby for emergency work shall be paid the equivalent of two hours straight time pay for each eight hour standby shift, whether or not he/she is called to work. A standby shift of four hours or less shall be compensated at one hour.
- b. The employee who performs emergency work on standby duty shall be compensated therefore as overtime work. A minimum of two hours overtime compensation per shift shall be paid to an employee who is called back, in addition to the standby pay to which such employee is entitled pursuant to Subsection a.
- c. Any employee called in to work shall be compensated a minimum of two hours pay.

6.10 TELEWORK

- a. “Telework” is an off-site arrangement permitting employees to work in or near their homes, or an alternate worksite, for all or part of the workweek. Telework is an umbrella concept encompassing the terms telecommuting, teleconferencing, and videoconferencing, and is closely related to an alternative office and virtual office.

- b. The Sacramento Superior Court recognizes that teleworking may be available option for specific employees depending upon the employee's assigned duties and customer needs. The Court's primary concern in reviewing any employee request to telework is the impact of that approval on customer service,
- c. Telework options include requests to telework on a temporary basis or a full time basis consistent with the rules and procedures established by the Court.
- d. Only employees with approved telework applications are authorized to telework. Approved telework plans will be reviewed on a periodic basis as established by Court policy. The Court may terminate the Telework Program, or withdrawn approval of an employee's telework plan, for operational reasons at any time with appropriate notice. Employees may terminate the telework plan at any time with appropriate notice.
- e. The contract shall be administered in accordance with the telework policy as adopted pursuant to the current negotiations, and no other.

6.11 9/80 WORK SCHEDULES

- a. An appointing authority, with the prior approval of the Court Executive, may approve requests of employees covered by this Agreement in their department to work a 9/80 work schedule.
- b. The 9/80 work schedule is a schedule which during one week of the biweekly pay period the employee is scheduled to work four nine-hour work shifts for a total of thirty-six hours, and during the other week of the pay period, is scheduled to work four nine-hour work shifts and one eight-hour work shift. Because this schedule would require payment of overtime on the forty-four hour workweek, employees who do get time and one-half pay for overtime (all employees covered by the Agreement) must be assigned to a redesignated work schedule as explained in Subsection c.
- c. For employees in this unit who work a 9/80 work schedule, the individual employee's workweek must be redesignated by the Court so that it commences in the middle of the eight-hour work shift as described in Subsection b above. This redesignated workweek must be in writing and specifically state the day of the week and time of day that the workweek commences and the effective date of the redesignated workweek. This must be completed and approved prior to the employee working the 9/80 schedule, and be filed in the employee's personnel file. This redesignated workweek must be changed prior to the employee altering the day of the week or time of day that the eight-hour work shift occurs; the redesignated workweek must always commence during the middle of the eight-hour work shift. This redesignated workweek must also be changed back to the standard Sunday through Saturday workweek upon the employee moving off of the 9/80 work schedule.
 - (1) For these employees, the 9/80 work schedule is a schedule in which during each redesignated workweek the employee works four nine-hour work shifts and one four-hour work shift. The two four-hour work shifts are worked

consecutively in a manner to constitute one eight-hour work period, similar to the eight-hour work shift provided in Subsection b above.

- (2) For these employees overtime shall be earned when the employee is required to work in excess of nine hours when normally scheduled to work the nine-hour work shift, and in excess of forty hours during the redesignated workweek. Additionally, overtime will be earned when the employee is required to work more than four hours when normally scheduled to work either of the four-hour work shifts.
- d. Meal Periods: Employees working a 9/80 schedule normally will take an unpaid meal period in the middle of their nine-hour work shift, or between the two four-hour work shifts, consistent with Section 6.06. Employees may receive one rest period during the first half of the employee's nine-hour work shift and one rest period during the second half of the nine-hour work shift, consistent with Section 6.05. Employees who work two four-hour work shifts may receive one rest period during each four-hour work shift.
 - e. Holidays: If a holiday falls on the scheduled nine-hour work shift, the remaining hour must be taken off as leave first from accumulated compensating time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If the holiday falls when the employee is scheduled to work the two four-hour work shifts, then both four-hour work shifts shall be deemed to be the holiday. If a holiday falls on an employee's scheduled day off, the employee shall accrue eight hours compensating time off.
 - f. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled nine-hour work shift shall result in the deduction of nine hours from the employee's accrued leave balances. Full shift absences from either four-hour work shift shall result in the deduction of four hours from the employees accrued leave balances.
 - g. Return to Five-Day Schedule, Employee's Option: Employees may return to the standard five-day, forty-hour workweek upon the approval of their appointing authority. The appointing authority may require advance notice of two full pay periods prior to the date of resuming the five-day, forty-hour workweek.
 - h. Return to Five-Day Schedule, Employer's Option: The appointing authority shall have the right to return employee(s) to the standard five-day, forty-hour workweek schedule after providing advance written notice of two full pay periods to the affected employee(s).

6.12 FOUR-DAY/FORTY-HOUR WORKWEEK

At the option of the Court, employees may be assigned to work ten hours per day, four days per week.

The four-day workweek shall be subject to the following policies:

- a. Overtime: Employees shall earn overtime compensation in accordance with Section 6.08, except that such overtime shall be earned when employees work in excess of ten hours per day or forty hours per week.
- b. Sick Leave: Sick leave with pay shall be accrued, accumulated, and taken in accordance with Section 9.02 of this Agreement and Subsection d below.
- c. Vacation Leave: Vacation leave with pay shall be accrued and used in accordance with Section 9.01 and Subsection d below.
- d. Leave Usage: Full shift absences on vacation, sick leave, compensating time off, or holiday in lieu taken by employees on a scheduled ten-hour work shift shall result in the deduction of ten hours from the employee's accrued leave balance.
- e. Holidays: Employees shall be granted the day off in accordance with Section 8.01 of the Agreement if a holiday falls on an employee's scheduled workday, except that the remaining two hours must be taken off as leave first from accumulated compensating time off, and second from holiday in lieu or accumulated vacation time; and, if there are no leave balances, then leave without pay. If a holiday falls on an employee's scheduled day off during the normal Monday through Friday workweek, the employee shall accrue eight hours of compensating time off.
- f. Holiday In Lieu: Employees who work in a unit for which the normal work schedule includes Saturday, Sundays, and holidays shall accrue eight hours holiday time every four weeks in accordance with Section 8.01 of this Agreement, except that in-lieu days off shall be for a ten-hour workday.
- g. Other Provisions: All other provisions of this Agreement shall apply to employees who work a ten-hour day/forty-hour workweek in the same manner as such provisions apply to employees who work a regular eight-hour/forty-hour workweek.
- h. Return to Normal Five-Day Schedule: The Court shall have the right to discontinue the four-day work schedule by giving UPE ten days' notice.

6.13 TIME OFF TO ATTEND BENEFITS PROGRAMS

- a. Employees shall be allowed to attend work related benefits enrollment and benefits explanatory meetings without loss of compensation. This shall include, but is not limited to, health, dental and vision enrollments, and retirement plans. The employee shall notify his/her supervisor of the need to attend such events and the time and date of the session they wish to attend.
- b. The employee must obtain prior supervisory approval for time off to attend such benefit plan meetings. Supervisory approval is subject to the operational needs of the court. To meet operational needs, the supervisor may reschedule the employee to another session.
- c. The Court reserves the right to reasonably limit the employee's time and the frequency in which he/she attends meetings.

6.14 FAMILY SCHOOL PARTNERSHIP

- a. Pursuant to Labor Code section 230.8, full time employees shall be allowed time off for up to 40 hours per year to participate in or attend any activity sponsored, supervised, or approved by the school or licensed day care facility attended by their child or grandchild. Employees who work less than full time shall be allowed a proportionate number of hours. The maximum number of hours for full time or part time employees used in a calendar month shall be eight hours. The employee shall use vacation/ CTO, or the employee may request unpaid leave or make up time.
- b. Employees must give reasonable notice to his/her supervisor. If requested in advance by the Court, the employee shall provide documentation from the school of his/her participation.

ARTICLE 7 - SALARIES

7.01 SALARY INCREASES

- a. Effective July 1, 2007, employees shall receive a salary increase of 5%.
- b. Effective the pay period that includes July 1, 2008, employees shall receive a salary increase of 5%.
- c. Effective the pay period that includes July 1, 2009, employees shall receive a salary increase of 6%.

7.02 SPECIAL SALARY ADJUSTMENT

- a. Effective July 1, 2007, the Court shall increase the salary for the class of Family Court Counselor by 6.5%.
- b. Effective July 1, 2007, the Court shall increase the salary for the class of Probate Investigator by 1%.
- c. Probate Investigators shall also receive two (2) administrative days, 8 hours each, to be used by June 30, 2008 in the same manner as vacation leave. This time is in recognition of the Omnibus ramp up requirements.

7.03 SALARY ADMINISTRATION

- a. Entry Step:
 - (1) The entry step within the established range for each class shall be Step "5" unless specifically designated as Step "6", "7", "8", or "9". Except as otherwise provided below, any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.

- (2) Any person who is appointed to a permanent, regular position in the same class to which he or she was previously appointed pursuant to Sacramento County Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e) and who has also continuously served in that capacity shall receive the equivalent to the salary step which he or she received during his or her appointment under Sacramento County Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e). Time spent in any appointment made pursuant to Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e) shall not constitute a part of such employee's probationary period.
- b. Reemployment: Any person appointed in accordance with the rule governing reemployment following layoff shall receive compensation and benefits as though he/she had been on leave without pay.
- c. Reinstatement: Any person appointed in accordance with the rule governing reinstatement following resignation in good standing shall be considered a new employee. At the discretion of the appointing authority, a reinstated employee may receive a starting salary higher than Step "5" but not exceeding the step that he/she received at the time of resignation.
- d. Return to Former Class: An employee who is returned to a former class following promotion, transfer, demotion due to layoff or release from probation, shall receive that step of the range which he/she would have received had he/she never left the former class.
- e. Promotion: Advancement from a position in one class to a position in a higher class, defined as one having a maximum salary rate at least one step (at least 5.0%) higher than the employee's former class.
- (1) Upon promotion of an employee within the unit to a higher class, the employee shall receive the lowest step in the new class which provides an increase of at least 5.0%.
- (2) Upon promotion of an employee from outside the unit to a class in the unit, the employee shall receive the lowest step in the new class which provides an increase of at least 5.0%.
- f. Transfer: Upon transfer of an employee from outside the unit to a class in the unit, the employee shall receive the same step in the new range as he or she received in the former range. For purposes of this provision, a transfer is a change between classes where the maximum salary rate of the class to which transfer is made is less than 5.0% higher or less than 5.0% lower.
- g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least 5.0% lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on his/her part, his/her salary shall be that step in the new range which provides an equal salary, or in the absence thereof, the nearest lower salary, to that received prior to the demotion. In all cases of demotion for cause, the employee shall receive the same step in the lower range as he/she received in the higher range.

An employee with permanent status in a class who, with the approval of Court, voluntarily demotes to a lower class shall receive the step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

- h. Return from Leave without Pay: Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than employment status, shall be based on actual service. This provision shall not apply to employees returning from military leave.
- i. Y-Rate: The Court Executive Officer, or designee may adopt a Y-rate to apply to:
(1) an employee who would suffer an actual decrease in salary as a result of action taken by the Court, without fault or inability on the part of the employee, or
(2) an employee who is changing from one class series to another, as a normal consequent of career development through the Court's upward mobility program, and the salary of the class the employee enters in the new class series is less than the salary the employee was receiving in the former class. A Y-rate means a salary rate, for an individual employee, which is greater than the established range for the class.
- j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his/her rate of compensation is within the established range for the class, at which time the employee shall receive the highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in this Agreement.
- k. Granting of Status: Whenever the Court grants an employee direct status in another class the employee shall receive the step determined in accordance with the provisions of this section.
- l. Class Salary Range Changes: When the salary range for a class is changed in the Agreement, employees in the class shall change to the new range but shall remain at the same step. When changes in an employee's class or salary, or both, occur simultaneously with salary range adjustments in the Agreement, the employee changes shall precede the Agreement adjustments in application.
- m. Entry Step Adjustments: When the entry step for a class is adjusted to above Step 5 in the Agreement, the salary step for each employee in the class shall be increased in proportion to the change in entry step; provided, however, that no employee shall advance beyond Step 9.
- n. Biweekly Salaries: The pay period for all employees shall cover fourteen calendar days, starting on a Sunday and ending with the second Saturday thereafter. Salaries shall be paid on the Friday following the end of the pay period; except that if Friday falls on a holiday, salaries shall be paid on Thursday. Salaries shall be computed as provided in this Agreement.
- o. Salary Computation: The regular salary for each employee shall be based on the actual number of days or hours worked in the pay period, including authorized absences with pay, multiplied by the employee's daily or hourly rate. Such

payments shall not exceed the biweekly rate as determined by the employee's range and step.

- p. **Special Pay:** Special payment, including standby, overtime, premium, and other special payments, shall be calculated in accordance with the applicable provisions of this Agreement.
- q. **Payment in Full:** Compensation paid pursuant to this Agreement shall be payment in full for services rendered in a Court position. No employee shall accept any other compensation for services performed in such position.
- r. **Exceptional Qualifications:** The Court may approve a salary above the established entry step for the class in order to recruit an individual who has demonstrated superior knowledge and ability in the selection process and whose combined education and experience represent substantially better preparation for the duties of the class than required by the minimum employment standards.

7.04 SALARY STEP INCREASES

- a. Increase to steps above the entry step shall be based on performance and length of service. The employees must have earned the equivalent of at least twenty-six (26) biweekly pay period of full-time eligible service since his/her step increase date.
- b. Except as otherwise provided below, an employee's step increase date shall be the first day of the first full biweekly pay period in any class or the date of his or her last step increase, whichever is most recent.
- c. An employee's step increase may be deferred while he/she is in provisional or probationary status. Upon receipt of a deferred increase, the employee's step increase date shall be the same as it would have been had the increase not been deferred; and retroactive payment will be made.
- d. Upon change in class which results in a salary decrease, an employee shall retain the same step increase date.
- e. An employee in Step 9 shall have no step increase date, and service in Step 9 shall not be considered as eligible service for future step increases.
- f. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent, shall be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Such extra-help employment shall be subject to all other provisions of this section governing step increases.
- g. Overtime work shall not be considered as eligible service.
- h. A step increase may be denied only for just cause.
- i. Only regular employees are eligible for salary step increases.

7.05 PAYROLL RECORDS

- a. The Court shall maintain accurate records of compensation and time accrual and usage. Such records shall be provided to the employee for each pay period.
- b. In addition to records provided in subsection a., an employee may request a comprehensive review of his/her compensation, and/or leave usage and accruals quarterly.
- c. Nothing in this section shall be interpreted as limiting the employee or UPE from accessing payroll or personnel records as needed to correct suspected errors or process grievances.

7.06 PAYROLL ERRORS

- a. This provision applies when the Court Human Resources Manager determines that an error has been made in relation to the base salary, overtime cash payment, paid leave accruals, balances, or usage, or for medical insurance premiums or life insurance premiums. In such cases the Court shall, for purposes of future compensation, adjust such compensation to the correct amount. The Human Resources Manager also shall give written notice to the employee.

As used in this section:

- (1) "Base Salary" means the biweekly rate of pay including special pay allowances and differentials but excluding overtime cash payment.
 - (2) "Overtime cash payment" means authorized pay for working in excess of a prescribed number of hours, usually eight hours per day or forty hours per week.
 - (3) "Paid leave" means vacation, sick leave, compensating time off and all other types of authorized leave with pay.
 - (4) "Overpayment" means any cash or leave (balance, usage or accruals) that has been overpaid or over credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
 - (5) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or under credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- b. If the error has resulted in an overpayment or underpayment, reimbursement shall be made to the Court if the error was an overpayment, or by the Court if the error was an underpayment, in the amount which has occurred within one year prior to the date of the Human Resource Manager's initial written notice to the employee.
 - (1) In the case of overpayment, reimbursement of the over-payment shall be made through one or a combination of the following methods:

- (a) In cash payment(s) mutually agreed to by the employee and the Human Resources Manager;
 - (b) In case of over crediting of paid leave accruals, balances, or usage, a one time only leave adjustment to CTO, vacation, or PLP equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make single cash payment. A charge against future accruals shall not be permitted.
 - (c) Installments through payroll deduction to cover the same number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera.
- (2) In the case of an underpayment the Court will expedite reimbursement to the employee via an in lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
 - (3) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the Court shall have the right to exercise other legal means to recover the additional amount owed.
 - (4) Any amount of overpayment or underpayment for any period earlier than one year prior to the date of the Human Resource Manager's initial written notice to the employee shall be deemed waived and not reimbursable.
- c. The provisions of this section do not apply to grievance disputes which contend that the Court has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
 - d. The provisions of this section apply only to errors involving base salary or overtime cash payment and paid leave accruals, balances, or usage. No provision of this Agreement shall preclude the correction or recovery by the Court of past overpayments or other losses which result from errors involving other matters, such as retirement, social security and court ordered payments.

7.07 BILINGUAL PAY

- a. Employees shall be approved for bilingual pay if:

- (1) The Court Executive Officer or designee determines that bilingual skill is a recurring requirement of the employee's position (i.e., at least 10% of the time); and
 - (2) The employee agrees to utilize his or her bilingual ability on the job; and
 - (3) The employee is able to demonstrate bilingual proficiency that is satisfactory to the Court.
 - (4) The assignment is in writing and reviewed on an annual basis.
- b. Sign language may be treated as a bilingual skill pursuant to this subsection.
 - c. Employees who qualify pursuant to the above shall be paid a differential of five percent (5%) of the employee's base pay paid biweekly.

7.08 LICENSE FEES – Court Family Counselor

The Sacramento Superior Court will reimburse the cost of the license fees for employees in the class of Court Family Counselor who are licensed. The Sacramento Superior Court shall not pay for delinquent fees or inactive license fees. Employees shall be responsible to maintain a current mailing address with the Board of Behavioral Sciences and to mail the renewal application with payment to the Board of Behavioral Sciences before the license expiration date. Employees shall maintain the hours required for continuing education that is required for license renewal.

7.09 PROFESSIONAL DUES

The Court shall pay professional dues for employees in the class of Court Family Counselor by maintaining a California Chapter Institutional Membership in the Association of Family and Conciliation Court (AFCC).

The Court shall pay professional dues for employees in the class of Lead Court Probate Investigator and Court Probate Investigator to maintain membership in the California Association of Superior Court Investigators (CASCI).

7.10 PAY DIFFERENTIAL FOR WORKING IN A VACANT HIGHER CLASSIFIED POSITION

- a. The purpose of this provision is to permit compensation of an employee who is properly assigned in writing to perform the significant duties of a higher classified position for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position.
- b. The differential applies only if the following conditions are met:
 - (1) The position to which the employee is temporarily assigned must be vacant or the incumbent must be absent from duty.

- (2) The higher class to which the employee is assigned must have a salary range at least 5% higher than the salary range of the employee's class who is being temporarily assigned.
 - (3) The assignment shall be made by the appointing authority in writing formally specifying the period of the temporary assignment.
 - (4) The employee must satisfactorily perform the essential significant duties of the vacant position which justify that position's allocation to a higher classification.
- c. The five percent differential shall cease (1) when the absent incumbent returns to duty, (2) when the vacant position is filled, or (3) when the assignment is terminated by the Court Executive Officer or designee, whichever occurs first. However, under no circumstance may any temporary assignment continue nor is any compensation authorized in excess of sixty (60) workdays, unless so authorized in writing by the Court Executive Officer or designee, in which case an additional fifteen (15) workdays may be authorized. The purpose of the fifteen (15) workday extension is to allow the necessary time to make a regular appointment to the vacant position.

7.11 TRAINING DIFFERENTIALS

- a. Employees in classes that do not normally provide training shall receive a five percent (5%) differential for the actual time spent training provided that the following conditions are met:
 - (1) The employee must have been assigned the responsibility by his/her supervisor and;
 - (2) The total of the time spent training must be at least two or more hours per pay period.
- b. Employees in classes that do not normally provide training shall receive a 10% differential for the actual time spent preparing and presenting training provided that the following conditions are met:
 - (1) The conditions in a. (1) and a. (2) above are met;
 - (2) The employee prepares training materials and provides training to a group of employees in a structured setting
- c. An employee shall not receive the differential in Subsections a. and b. above for the same hours.

7.12 WELLNESS INCENTIVE PROGRAM

- a. Effective with Pay Period #14, beginning June 14, 1992, the Court shall establish a Wellness Incentive Program. Eligible full-time regular employees who use twelve (12) hours or less of sick leave in Pay Periods #1 through #13 of any year shall receive a Wellness Certificate enabling them to take eight (8) hours off with

pay during the following six (6) month period. Eligible full-time employees who use twelve (12) hours or less of sick leave in Pay Periods #14 through #26 of any year shall receive a certificate enabling them to take eight (8) hours off with pay during the following six (6) month period. The certificate shall have no monetary value. The approval for the use of the eight (8) hours of paid time off for employees who have earned a Wellness Certificate shall not be arbitrarily or capriciously denied.

- b. Regular employees must be continuously on the Court payroll and eligible to earn and use sick leave during the entire 26 week period from Pay Period #1 through #13, and from Pay Period #14 through #26. Any employee on an unpaid leave of absence during a portion of the designated 26-week period is excluded for that time period. Any employee during the designated 26-week period who receives pay pursuant to Labor Code Section 4850 or who receives SDI integration pursuant to Section 10.04 or who selects the disability leave option pursuant to Section 9.06, is excluded from participation for that time period. Any employee who was temporary and transferred to a permanent position during the designated 26-week time period is excluded for that time period.
- c. Part-time regular employees who work forty or more hours per pay period shall be eligible to participate in the Wellness Incentive Program. The same eligibility rules as outlined in Subsection b above shall apply. However, the maximum amount of sick leave allowed for a part-time employee to use in Pay Periods #1 through #13, or in Pay Periods #14 through #26, shall be pro-rated. This means for a half-time employee the maximum sick leave that may be used is six (6) hours; for a four-fifths employee, the maximum would be nine (9) hours. The amount of time off received by the qualifying part-time employee shall also be pro-rated. This means a half-time employee would receive a certificate for four (4) hours time off, and a four-fifths employee would receive a certificate for six (6) hours time off.
- d. This program does not restrict an employee's ability to use sick leave as authorized by Section 9.02 of this Agreement.
- e. The Court shall provide UPE with a copy of Court's Policy and Procedure necessary to implement the Wellness Incentive Program as outlined above.

ARTICLE 8 - HOLIDAYS

8.01 HOLIDAYS

- a. All regular employees shall be entitled to such holidays with pay as enumerated herein. All holidays proclaimed by the Governor, other than Thanksgiving Day, shall not be deemed Court holidays unless affirmatively made so by the Court.

(1) Such holidays shall include:

- (a) January 1 - New Year's Day
- (b) Third Monday in January - Martin Luther King, JR's Birthday

- (c) February 12 - Lincoln's Birthday
- (d) Third Monday in February - Washington's Birthday observed
- (e) March 31 – Cesar Chavez Day of Service and Learning
- (f) Last Monday in May - Memorial Day
- (g) July 4 - Independence Day
- (h) First Monday in September - Labor Day
- (i) Second Monday in October - Columbus Day
- (j) November 11 – Veterans' Day
- (k) Fourth Thursday in November - Thanksgiving Day
- (l) Day after Thanksgiving
- (m) December 25 - Christmas Day

- (2) When January 1, February 12, March 31, July 4, November 11, or December 25 holidays fall on Sunday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.
- (3) When November 11 falls on Saturday, regular employees shall be entitled to the preceding Friday as a holiday with pay.
- (4) When January 1, February 12, March 31, July 4, or December 25 falls on a Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be credited with 8 hours of compensating time off to permit the employee to take the Friday before the holiday off with pay. If the appointing authority cannot grant the employee the day off with pay on the Friday before the holiday, because of the needs of the service, the employee may take another day off in lieu.

*If the employee takes the customary 4 hours compensating time off on the last day before Christmas or New Year's on December 24, the employee shall be granted or credited 4 additional hours of compensating time off and 8 hours CTO on December 31. If the employee takes the customary 4 hours compensating time off on December 31, the employee shall be granted or credited 4 additional hours of compensating time off and 8 hours CTO on December 24. The total amount of compensating time off granted or credited, including the customary 4 hours, shall not exceed 16 hours.

- (5) It is the intent of the parties that Court employees shall take off from work the Fridays enumerated herein except where the needs of the service require otherwise.
- b. Regular employees required to work on a holiday shall receive overtime compensation in addition to holiday pay. Each employee shall be allowed four hours off work with pay on the last working day before Christmas or the last working day before New Year's. If the employee is unable, because of the needs of the Court, to take such time off, he/she shall be credited with four hours compensatory time off. This time off, or compensatory time off, shall be pro-rata for part-time employees.

8.02 FLOATING HOLIDAY

- a. Effective January 1, 2008, regular full-time employees shall accrue one (1) floating holiday (8 hours) per calendar year. Regular part-time employees shall accrue this benefit on a prorated basis.
- b. The floating holiday shall be taken in the same manner and under the same rules as vacation leave, except that employees who have not completed their initial probationary period may not take their floating holiday until they have completed the probationary period.
- c. Employees who are not permitted to take their floating holiday because of the business needs of the Court, shall be paid 8 hours of salary at the employee's straight time hourly equivalent rate in pay period 24.

8.03 HOLIDAY WHILE ON VACATION

If a holiday falls during a regular employee's vacation, that day shall not be charged against the employee's accrued vacation.

ARTICLE 9 - LEAVES

9.01 VACATION

- a. Vacation with pay shall be earned by regular and extra-help employees based on the equivalent of full-time service from the date of appointment. Vacation credit shall accrue to the employee upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned.
- b. Upon proper application by an employee and with the approval of the Court Executive Officer or designee may authorize the accrual, in appropriate circumstances, of more than the number of hours specified in this section.
- c. Accrued vacation time may be taken by each employee as soon as it is accrued (even during the first six (6) months of Court service). After six (6) months from the date of hire, the procedure as set forth in Subsections d and e shall apply. A reinstated employee may use accrued vacation during the first six (6) months of service, subject to the needs of the department. An employee who separates or is terminated from Court service or who takes military leave in excess of one hundred eighty (180) days shall be paid the monetary value of his/her full terminal vacation.
- d. Whenever possible, vacations shall be granted at the time requested by the employee. Total class seniority shall be considered as only one of the factors by supervisors in resolving conflicts in scheduling of vacation requests. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the appointing authority may place reasonable seasonal or other restrictions on the use of accrued vacation.
- e. With advance approval by the immediate supervisor, vacation may be used to attend to emergency personal business. If advance notice and approval is not possible, approval may be given by the immediate supervisor after the fact.

- f. All employees shall accrue vacation and accumulate vacation in accordance with the following schedule:

Years of Service	Approximate Biweekly Accrual Rate	Number Annual Days*	Accrual Maximum
During first 3 yrs	3.1 hrs	10	240
After completion of 3 yrs	4.6 hrs	15	320
After completion of 6 yrs	5.5 hrs	18	400
After completion of 9 yrs	5.8 hrs	19	400
After completion of 10 yrs	6.2 hrs	20	400
After completion of 11 yrs	6.5 hrs	21	400
After completion of 12 yrs	6.8 hrs	22	400
After completion of 13 yrs	7.1 hrs	23	400
After completion of 14 yrs	7.4 hrs	24	400
After completion of 15 yrs	7.7 hrs	25	400
After completion of 16 yrs	8.0 hrs	26	500
After completion of 17 yrs	8.3 hrs	27	500
After completion of 18 yrs	8.7 hrs	28	500
After completion of 19 yrs	9.0 hrs	29	500
After completion of 20 yrs	9.3 hrs	30	500

*eight-hour day

- g. Joint Management Committee shall be formed forthwith at the request of either party.
- h. Court Management reserves the right to obtain and implement a vacation reduction plan for each individual employee exceeding the authorized maximum amounts.

9.02 SICK LEAVE

- a. Sick leave credits shall be earned by regular employees based on the equivalent of full-time service from the date of appointment with Sacramento County or Court. Sick leave credit shall accrue to the employee upon completion of the regular work assignment on the last day of the biweekly pay period in which it is earned. Sick leave credit shall accrue on the basis of four and six-tenths hours per biweekly pay period of service, and may be accumulated without limitation.
- b. Sick leave credits shall accrue at the rate stated above and may be used for sick leave with pay as provided below:
- (1) A regular employee may use sick leave for personal purposes or family purposes as provided in this section.
 - (2) For personal purposes, a regular employee may use sick leave for:

- (a) Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing duties because of personal illness, injury, dental work or pregnancy; and,
 - (b) Absence from duty for examination or treatment by a medical doctor or dentist, under circumstances not involving quarantine or incapacity, provided; however, whenever feasible, such absence shall be scheduled at the discretion of the appointing authority; or
 - (c) For a period of time, not to exceed four (4) hours, to donate blood. Absence from duty for donating blood will be approved only upon return to the supervisor of an official receipt reflecting the donation.
- (3) For family purposes, a regular employee may use leave credits for:
- (a) Attendance upon an eligible family member who is incapacitated because of illness or injury and definitely requires personal care. The length of such absence shall be limited by the Court Executive Officer or designee to the time reasonably required to either provide care or to make other arrangements for such care.
 - (b) For the purposes of this Subsection (3), an eligible family member is the employee's spouse, child, stepchild, parent, stepparent, grandparent, domestic partner (as defined by Section 297 of the California Family Code), or domestic partner's child. Additionally, under this subsection, an eligible family member is any other close relative or child who resides with the employee.
 - (c) To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
 - (d) To attend an eligible family member, at any location, during serious medical treatment or operation, including childbirth,
- (4) The Court Executive Officer or designee may require reasonable substantiation of the need for, and use of, sick leave. Such substantiation requirements by the Court shall not be arbitrary or capricious.

9.03 SICK LEAVE WHILE ON VACATION

An employee who while on vacation is incapacitated for one or more days due to personal illness or injury may charge such days to accrued sick leave. In such event, the employee promptly shall notify his/her supervisor, and upon return to duty shall substantiate the need for, and use of, sick leave.

9.04 FAMILY DEATH LEAVE

- a. The Court shall authorize family death leave with pay, for a regular employee, when needed, due to the death of his/her:
 - (1) child

- (2) spouse or domestic partner
- (3) parent
- (4) grandparent
- (5) grandchild
- (6) brother
- (7) sister
- (8) brother of spouse or domestic partner
- (9) sister of spouse or domestic partner
- (10) mother of spouse or domestic partner
- (11) father of spouse or domestic partner
- (12) any child or close relative who resided with the employee at the time of death.
- (13) Grandparent of spouse or domestic partner
- (14) Child of domestic partner
- (15) Grandchild of domestic partner
- (16) Other parent of employee's children
- (17) Aunt
- (18) Uncle
- (19) Spouse or domestic partner of child

- b. The employee shall give notice to his/her immediate supervisor prior to taking such leave.
- c. Such absence for family death shall be limited to time that is definitely required and shall not exceed five (5) days for any one death.
- d. Part-time employees shall receive family death leave compensation on a pro-rata basis.

9.05 MILITARY LEAVE

Employees shall be granted military leave as required by statute. In the event that the County of Sacramento provides benefits to employees on military leave that are over and above the level of benefits granted by statute, the Court agrees to grant employees the same level of benefits as are provided to County employees.

9.06 DISABILITY LEAVE

- a. An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination, as the Court Executive Officer deems necessary. He/she shall not be considered absent from duty during the time required for such examination.
- b. A regular employee who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits, in addition to those provided pursuant to the California Worker's Compensation Insurance Act.
 - (1) During any period of disability for which payment is not provided under Worker's Compensation Insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which he/she has accrued.

Such disability leave with pay shall be charged against the employee's accrued leave with pay.

- (2) During any period of disability for which payment is provided under Worker's Compensation Insurance the employee shall elect to either:
 - (a) Retain any Worker's Compensation Benefits received during the pay period and receive full pay. The employee shall use their accrued sick leave, vacation CTO and HIL on an hour-for-hour basis to cover all hours the employee is absent from duty due to the work-related disability during the applicable pay period. Or,
 - (b) Retain any Worker's Compensation Benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the Worker's Compensation Benefits added together are equivalent to the employee's full pay. The employee shall use their accrued sick leave, vacation, CTO, and HIL in an amount equal to one-half of the number of hours the employee was absent from work during the pay period due to the work-related disability. If, however, the amount of the Workers' Compensation Benefits is subtracted from the employee's full pay for the time off due to the disability, and the remainder is less than one-half of the amount of such full pay, then only the number of leave balance hours necessary to equal that remainder shall be charged.
 - (c) All disability leave provisions of this section shall terminate when the employee uses all accrued sick leave, vacation, CTO or HIL balances, or upon the date of the employee's recovery from disability, receipt of permanent disability under Worker's Compensation Insurance, retirement, termination from Court employment or death.

9.07 JURY DUTY

- a. A regular employee shall be allowed such time off with pay as is required in connection with jury duty; provided, however, that payment shall be made for such time off only upon remittance of full jury fees, or upon submittal of acceptable evidence that jury fees were waived.
- b. Such employee shall notify his/her supervisor immediately upon receiving notice of jury duty.
- c. An employee who takes vacation or compensating time off while on jury duty shall not be required to remit or waive jury fees in order to receive his/her regular salary.
- d. An employee who is scheduled to work on a night shift or weekend shift and is required to appear for jury duty shall, upon sufficient advance notice to his/her supervisor, at the request of the employee be transferred to the day shift for the duration of jury duty.
- e. When an employee is subpoenaed by the District Attorney of Sacramento County to testify in a criminal proceeding as a witness, the employee shall be allowed to testify with no loss of compensation. The employee shall submit to his/her

department written verification of the time required to testify. Verification shall be indicated on the subpoena and signed by the District Attorney's Office.

9.08 ASSIGNMENT OF LEAVE FOR CATASTROPHIC ILLNESS AND OTHER PURPOSES

Regular employees shall be eligible to participate in the Court's program of assignment of leave for catastrophic illness and other purposes. The Court and UPE agree to reopen the contract by July 1, 2008 to address mutual concerns with the administration of the catastrophic leave program. During this re-opener, the donation of sick leave shall be added to the types of leave that can be donated under the catastrophic leave program.

9.09 CONSERVATORSHIP DUTY LEAVE

An employee shall not be denied use of accrued leave to attend conservatorship hearings and related court appearances where the employee is the court-appointed conservator or is petitioning the court to be appointed conservator of a relative.

9.10 MATERNITY LEAVE OF ABSENCE

- a. An employee's request for leave of absence without pay before, during or after childbirth shall be granted. Such leaves shall not exceed six (6) weeks from date of delivery unless otherwise medically determined.
- b. An eligible employee may request a leave of absence without pay for up to a maximum of one year to care for a newborn child.

9.11 PARENTAL LEAVE

- a. Each regular Court employee with at least one year of continuous service shall be entitled to schedule paid parental leave upon the birth of the employee's child or during the process of an adoption of a minor child by an employee. In the case of an adoption, the entitlement shall arise upon both: (1) the placement of the child in the employee's home and (2) the employee initiating or having completed an adoptive home study for the adoption of the child. The purposes of parental leave are to facilitate parental bonding, family adjustment, and childcare, and such leave shall be used consistent with these purposes.
- b. Parental leave shall be approved by the Court Executive Officer or designee, except where the granting of the parental leave request would unduly interfere with or cause severe hardship upon Court operations. The Court shall make reasonable accommodations to permit parental leave, either on a full-time or part-time basis.
- c. The maximum paid parental leave for full-time regular employees shall be one hundred and sixty (160) hours. Parental leave shall be pro-rated for part-time regular employees. Parental leave shall not extend beyond four (4) months from either: (1) the date of birth of the employee's child, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum one

hundred and sixty (160) hours shall apply to each birth or adoption, regardless of the number of children born (twins, triplets, etc) or adopted.

- d. Parental leave is separate and distinct from the use of sick leave for pregnancy, since it is not based upon disability. Parental leave is available to be scheduled at the conclusion of the use of sick leave for pregnancy.
- e. Employees must make a written request to use parental leave. The written request shall be made at least thirty (30) calendar days prior to the anticipated start of the parental leave, except in cases of an unanticipated early childbirth or adoption, in which case the employee shall make the written request with as much advance notice as possible. The written request shall provide such information or substantiation as may be required by the Court.
- f. An employee who while on parental leave is incapacitated for one or more days due to personal illness or injury may charge such days to sick leave. In such event, the employee promptly shall notify his/her supervisor, and shall submit substantiation of the need for and use of sick leave.
- g. Use of parental leave does not reduce or adversely affect the maximum one year unpaid leave of absence that an employee may request for child care or family reasons following the birth or adoption of a child.

9.12 PAID FAMILY LEAVE

- a. An employee who is absent from duty to bond with the employee's own child or employee's domestic partner's child; or a child placed for adoption or foster-care with employee or employee's domestic partner or to care for a seriously ill child, parent, spouse or domestic partner of the employee may integrate accrued leave balances with a California Employment Development Department approved claim for Paid Family Leave (PFL) benefits.
- b. An employee who wishes to integrate accrued leave balances with PFL benefits shall notify the Court in writing that he/she has applied for the benefit and that he/she wants to integrate use of leave balances with the PFL benefit. Employees who do not request to integrate leave balances shall not be required to use accrued leave in conjunction with the approved PFL leave.
- c. An employee who is on an approved PFL leave shall have return rights to his/her position and assignment at the conclusion of his/her approved leave.

9.13 PROFESSIONAL DEVELOPMENT DAY

- a. A full-time or part-time employee shall be entitled to one (1) unit Professional Development Day per fiscal year as part of their "exempt" status under FLSA. The professional development day shall be credited to full-time and part-time employees after completing their initial probation period with the Court. Employees shall accrue one (1) unit of a professional development day, effective the first day of July. The unit will be the amount of time off equivalent to the employee's time-base at the time the employee takes their professional development day.

- b. The Court Executive Officer or designee may require five (5) days advance notice before a professional development day is taken and may deny use subject to operational needs. When an employee is denied use of a professional development day, the Court Executive or designee may allow the employee to reschedule the professional development day or shall, at the Court's discretion, allow the employee to request to carry the professional development day to the next fiscal year by requesting it through the Human Resources Manager.
- c. The Court Executive Officer or designee shall make a reasonable effort to grant an employee use of his/her professional development day subject to operational need on the date requested.

ARTICLE 10 - HEALTH AND WELFARE

10.01 MEDICAL INSURANCE AND HEALTH PLANS

- a. The Court shall pay for each full-time regular employee and each part-time regular employee who works forty (40) hours or more per biweekly pay period up to \$599.51 per month for the category of employee only; \$772.62 per month for the category of employee plus one, or \$1,004.40 per month for the category of employee plus two or more for any of the medical insurance or health plans made available to employees pursuant to this Agreement. If the cost of the coverage exceeds the maximum Court contribution, the employee shall pay the additional cost.
- b. Effective July 1, 2008, the Court agrees to increase the Court's maximum monthly contribution as follows:
 - (1) For "employee only" increase to an amount equal to the highest HMO employee only rate;
 - (2) For "employee plus one" and "employee plus two or more" increase to an amount equal to the first 7% increase in the Kaiser premium rates. Should the rates increase more than 7%, the monthly contribution shall include 80% of the increase above the first 7%.
- c. Effective July 1, 2009, the Court agrees to increase the Court's maximum monthly contribution as follows:
 - (1) For "employee only" increase to an amount equal to the highest HMO employee only rate;
 - (2) For "employee plus one" and "employee plus two or more" increase to an amount equal to the first 5% increase in the Kaiser premium rates. Should the rates increase more than 5%, the monthly contribution shall include 80% of the increase above the first 5%.
- d. Effective July 1, 2010, the Court agrees to increase the Court's contribution by an amount equal to 100% of the 2010 increase in employee only, employee plus one and employee plus two or more rate.

- e. The Court shall provide employees with at least the following medical plan options:
- f. Kaiser Foundation Health Plan
- g. A health maintenance organization (HMO) plan
- h. A health plan with a (PPO) option
- i. Except as provide in Subsection I. below, all full-time regular employees and part-time regular employees shall enroll in one (1) of the medical and-health plans listed on Subsection e. above. If such employee fails to enroll in one (1) of these health plans, the Court will take whatever steps are necessary to enroll the employee in the least expensive plan listed, employee-only category.
- j. Each medical insurance or health plan provides for coordination with Medicare coverage. An employee who participates in a plan is subject to the requirements of that plan, including provisions relating to Medicare. The Court is not responsible for the replacement of benefits that may be reduced, eliminated, or made more expensive as a result of coordination with Medicare. Court contributions are not payable toward contributions an employee is required to make to the Federal Government for Medicare coverage.
- k. Employees hired prior to December 21, 1997, with medical insurance or health plan coverage whose premium rate is less than the Court contribution shall receive a cash payment not to exceed \$535 per month minus the cost of the premium rate. For such employees who are covered by social security (FICA), this cash payment will not exceed \$535 per month minus the cost of the premium rate for the employee's medical insurance or health plan coverage, minus a percentage equal to the Courts social security contribution rate on FICA taxable wages, and minus any Court costs (excluding FICA) which are applicable to such cash payment, if any. For such employees who are not covered by social security, the cash payment will be calculated in exactly the same manner, except there will be no deduction of the percentage equal to the Court's social security contribution rate on FICA taxable wages. Employees hired on or after December 21, 1997 shall not receive this cash payment.
- l. Employees hired on or after December 21, 1997 who show evidence of other group health insurance coverage and do not select a Court health plan shall receive a \$250 per month plan selection incentive.

10.02 DENTAL PLAN

- a. The Court shall pay the full cost of dental insurance for each full-time regular employee and to each part-time regular employee who works forty (40) hours or more per biweekly pay period. Dental insurance will be provided by Principal Dental. The Court will contribute 100% of the monthly premium for an employee, employee plus one, and employee plus two or more as set forth in the plan document # GP500234. The Court will pay 50% of the total and actual costs of orthodontia care but not to exceed a Court payment of \$2,500 per patient lifetime maximum.
- b. The Court shall continue to provide a Dental Accident benefit. This coverage may be self insured.

- c. All benefit plans and programs shall start or provide coverage for eligible employees and their enrolled dependents on a monthly basis beginning on the first day of the month after enrollment.
- d. These dental benefits will be coordinated with any other group dental plan under which the employee and/or dependents are insured, in accordance with provisions of each plan.

10.04 VISION PLAN

Vision plan insurance coverage will be provided by the Court. The Court shall pay 100% of the premium cost for employee and eligible dependents.

10.05 LIFE INSURANCE

- a. Basic Benefit. The basic life insurance benefit is \$50,000 for employees.
- b. Dependent Benefit. A life insurance benefit of \$5,000 (\$200 from age fourteen (14) to six (6) months) is provided for each dependent in addition to the basic life benefit provided to employees.
- c. Voluntary Options. The Court shall provide additional options to permit employees to elect up to three (3) times their annual salary to a maximum of \$500,000 of provided and purchased life insurance. Premium rates for these supplemental options shall be determined by the Court based on the quotation from the insurance carrier selected by the Court to provide the life insurance.
- d. Living Benefit. The life insurance benefit includes a "living benefit" option. To be eligible for this "living benefit", the claimant must be under the age of 70, be diagnosed terminally ill (with life expectancy of twelve (12) months or less); not have assigned his or her employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit will pay a benefit of up to 50% of the combined basic and any supplemental life amounts. The maximum amount of the living benefit is \$250,000 and the minimum is \$7,500. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of his/her full benefit at the time of death.
- e. The Court may adjust insurance premiums and amount of insurance on a single date each year for all employees, rather than throughout the year as changes occur in age and salary.
- f. The insurance may be converted from group coverage to private coverage upon termination of employment.

10.06 LONG TERM DISABILITY INSURANCE

The Long Term Disability (LTD) Insurance plan is paid by the Court for regular employees in the Professional Unit who work 30 hours or more per week. The LTD Insurance guarantees income protection benefit of 60 percent. Benefit

payments begin after a 90-day waiting period, are coordinated with income from other sources and maximum benefit period is to age 65.

10.07 STATE DISABILITY INSURANCE

- a. The Court shall maintain State Disability Insurance (SDI), at the employee cost, for employees in classes covered by the Agreement. This section shall not be valid if the members of UPE elect to withdraw from SDI during the term of this Agreement and the State has approved withdrawal from SDI.
- b. Employees who are absent from duty because of illness or injury and have been authorized to use Court paid leave benefits, sick leave, vacation, compensating time off, holidays and holiday-in-lieu time, shall be eligible to integrate the payment of State Disability Insurance benefits with such Court paid leave benefits. No integration of Court paid leave benefits and State Disability Insurance shall occur unless the Court Executive Officer or designee has approved the use of the paid leave benefits by the employee requesting integration.
- c. Integration of paid leave benefits with State Disability Insurance will require detailed procedures which the Court shall, in its sole discretion, implement to ensure the equitable application of the program consistent with this Agreement provision. Integration of paid leave balances and State Disability Insurance shall not be paid in a retroactive manner.
- d. Integration of paid leave balances and State Disability Insurance shall take place subject to the following conditions:
 - (1) The intent of this program and contract provision is to insure that those employees who participate in the program comply with all applicable laws, policies, and procedures established to provide integration of paid leave balances and State Disability Insurance so as to provide a combined biweekly adjusted net income equivalent to 100% of regular net income - gross income less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions - as long as such eligible disability qualifies and available leave balances are authorized by the Court Executive Officer or designee. Other employee authorized deductions shall be deducted from the resultant net pay.
 - (2) Upon approval of the use of paid leave benefits by the Court and the employee's established eligibility for State Disability Insurance, the Court shall make leave accrual payments to the employee in the usual manner except that the net pay, including State Disability Insurance benefits and net Court pay, shall not exceed 100% of the regular net pay. If State Disability Insurance benefits equal or exceed 100% of the regular net pay, no Court payment shall be made. Paid leave benefits shall be used in the following order: sick leave, vacation, compensating time off, and holiday-in-lieu time.
 - (3) Special pay allowances not of a permanent nature, such as overtime compensation, standby, night shift differential, call back or out-of--class pay, shall not be counted in determining the employee's gross or net pay.

- (4) Sick leave, vacation, and holiday-in-lieu shall not accrue during any pay period in which the employee receives paid leave benefits integrated with State Disability Insurance payments, except that the employee shall accrue sick leave, vacation, and holiday-in-lieu for any actual hours worked during a pay period in which integration occurs. Service credits toward seniority and step increase eligibility shall not be affected by any pay period during which an employee is on the integrated leave and State Disability Insurance program.
 - (5) When an employee exhausts all available Court paid leave balances, the employee shall either return to work or request an unpaid leave of absence from the Court Executive Officer or designee. Regardless whether the employee continues to receive State Disability Insurance payments, once all paid leave balances are exhausted, Court compensation shall cease unless the employee returns to work.
 - (6) The Court shall continue its contributions towards the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods that include Court payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain medical insurance coverage when Court contributions cease.
 - (7) Eligible part-time employees shall be included in this program on a pro-rated basis.
- e. In the event the Court determines that legislative or judicial determinations cause changes which in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate without any further action by either party to this agreement.

10.08 EMPLOYEE ASSISTANCE PROGRAM

- a. The Court will make an employee assistance program (EAP) available to each full-time regular employee and each part-time regular employee who works forty or more hours per biweekly pay period. The EAP will provide personal counseling for employees and/or members of their immediate families. The counseling is intended to assist employees and family members who are experiencing personal problems such as family/marital problems, personal/ emotional problems, substance abuse problems, and work-related problems.
- b. The Court will pay the cost of the counseling it has made available, not to exceed 360 minutes (six sessions of approximately one hour each) per incident per calendar year for each employee and each covered family member. Participation in the Employee Assistance Program shall be confidential unless written consent is given by the employee or family member.
- c. It is understood that the Court intends to provide the service through an independent contractor. The Court may from time-to-time in its sole discretion change from one contractor to another.

10.09 FLEXIBLE SPENDING ACCOUNT

- a. The Court will provide a Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses.
- b. The plan year maximum for Dependent Care Assistance shall be \$5,000 and the plan year maximum for Unreimbursed Medical shall be \$2,400.

10.12 PREVENTATIVE HEALTH

- a. Within 90 days of adoption of the agreement, UPE and the Court shall form a Joint Labor Management Committee whose purpose will be to develop a voluntary program for developing opportunities for improving health in the workplace. One representative from the Professional Unit may be released to participate.
- b. The committee may develop a program with community partners that may include programs designed to improve the health and well-being of employees.
- c. No employee shall be required to participate, nor suffer adverse consequences for not participating.
- d. The frequency of the meetings shall not exceed once every 2 months and the duration of the meeting will be limited to a maximum of two (2) hours per meeting. The committee will be responsible for submitting recommendations to the Court Executive Office for further consideration. The Executive Office will review the recommendations and determine feasibility of implementation recognizing resource and time constraints. All decisions on implementation will reside with the Executive Office. Nothing within the purview of the committee may be subject to the Grievance and Arbitration procedure found in Article V of this Agreement.

10.13 RETIREE HEALTH, DENTAL, AND VISION INSURANCE

a. Retiree Health

Subject to Subsection e. below, employees who retire from Court service may participate in Court health insurance plans made available by the Court for active Court employees. The amount of the Court's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the Court towards retiree health insurance costs shall be borne by the retiree.

(1) Effective October 1, 2007, the retiree health subsidy levels shall be:

- (a) Level 1. Employees who retire with less than 10 years of service shall be eligible to receive a Court contribution toward the cost of retiree health insurance of \$172 per month.

- (b) Level 2. Employees who retire with less than 15 years but more than 10 years of service shall be eligible to receive a Court contribution toward the cost of retiree health insurance of \$202 per month.
 - (c) Level 3. Employees who retire with less than 20 years but more than 15 years of service shall be eligible to receive a Court contribution toward the cost of retiree health insurance of \$232 per month.
 - (d) Level 4. Employees who retire with less than 25 years but more than 20 years of service shall be eligible to receive a Court contribution toward the cost of retiree health insurance of \$262 per month.
 - (e) Level 5. Employees who retire with more than 25 years of service shall be eligible to receive a Court contribution toward the cost of retiree health insurance of \$294 per month.
- (2) Effective July 1, 2008, the Court's monthly contribution for each retiree health subsidy level shall be:
- (a) Level 1. Employees who retire with less than 10 years of service shall be eligible to receive a Court contribution toward the cost of retiree health insurance of \$222 per month.
 - (b) Level 2. Employees who retire with less than 15 years but more than 10 years of service shall be eligible to receive a Court contribution toward the cost of retiree health insurance of \$252 per month.
 - (c) Level 3. Employees who retire with less than 20 years but more than 15 years of service shall be eligible to receive a Court contribution toward the cost of retiree health insurance of \$282 per month.
 - (d) Level 4. Employees who retire with less than 25 years but more than 20 years of service shall be eligible to receive a Court contribution toward the cost of retiree health insurance of \$312 per month.
 - (e) Level 5. Employees who retire with more than 25 years of service shall be eligible to receive a Court contribution toward the cost of retiree health insurance of \$344 per month.

b. Retiree Dental

Retirees shall be eligible to enroll in the same Dental Insurance plan offered to Court employees. The Court shall pay 100% of the premium cost for retiree only.

c. Retiree Vision

Retirees shall be eligible to enroll in the same Vision Insurance plan offered to Court employees. The Court shall pay 100% of the premium cost for retiree and eligible dependents.

d. Eligibility for Court Health, Dental, and Vision Insurance Plans

(1) To be eligible for Court health, dental and vision insurance plans, retirees must meet one of the following:

- (a) Retirees who retired (or began collecting a monthly benefit) prior to December 31, 2004;
- (b) Retirees who retired on or after January 1, 2005 with at least 10 years of service; or
- (c) Any Deferred Member who left Court employment with at least 10 years of SCERS covered employment, regardless of retirement date.

e. Retiree health benefits, including coverage, costs, and subsidy, shall be a consideration in any re-opener on retirement formulas or benefits.

10.14 LABOR-MANAGEMENT COMMITTEE ON HEALTHY WORKPLACES

- a. The Court and UPE agree to establish a joint Labor-Management Committee to study and formulate a pilot Healthy Workplaces Program (HWP). The HWP shall be designed with the objective to generate future cost savings to the Court and employees and may include, but not limited to, on a voluntary basis, annual health screenings, stress reduction programs, chronic illness prevention and monitoring, fitness program, a smoking cessation program, and an incentive plan with lower premiums for participating employees. Other recognized employee organizations who represent Court employees may be invited to have a representative on the committee.
- b. Implementation of the HWP developed by the Committee shall be subject to agreement between the Court and UPE.
- c. The parties agree to hold an initial meeting and establish a future schedule of meetings not later than March 1, 2008. The parties further agree to make every effort to implement the HWP on January 1, 2009.
- d. UPE may appoint up to five (5) committee members from the Court Office Technical Unit, two (2) members from the Court Professional Unit, and one (1) UPE staff representative to the HWP committee. The Court may appoint up to nine (9) representatives to the HWP committee.

10.15 HEALTH AND WELFARE REOPENER

- a. The Court and UPE agree to reopen Article X of this Agreement to review the health and welfare benefit programs contained in this Article. Such review shall include but not be limited to, plan carriers and benefit levels. Article X shall remain unchanged without agreement of the parties.
- b. This review shall be conducted in a joint labor-management committee forum. UPE may appoint up to two (2) employees from the Office Technical Unit and two (2) employees from the Professional Unit to be members of the committee.

ARTICLE 11 - RETIREMENT PLAN

11.01 RETIREMENT TIER THREE

- a. Effective the pay period beginning June 27, 1993, the Court shall establish a new retirement tier. This new retirement tier shall be the same as the existing tier 2, except that tier 3 shall have a 2% post retirement cost of living adjustment factor pursuant to Government Code Section 31870, whereas tier 2 has no post retirement cost of living adjustment factor.
- b. Employees hired by Sacramento County or the Court prior to June 27, 1993, who are members of tier 2 (Sacramento County Employees' Retirement System), shall be given a one-time opportunity to transfer to tier 3 (Sacramento County Employees' Retirement System). These employees who elect to transfer to tier 3 also transfer their prior service credit in tier 2 to tier 3 with no additional employee contributions being required for the transfer of this prior service.
- c. Employees hired by Sacramento County or the Court on June 27, 1993, or after, shall upon hire be placed into tier 2, but immediately thereafter shall also be given a one-time opportunity to transfer to tier 3. For these employees who elect to transfer to tier 3, their brief service credit in tier 2 will be transferred to tier 3, and the necessary contributions will be required of both the employee and Court.
- d. All of the above employees shall be given a period of sixty (60) calendar days to submit in writing to the Court their election to transfer to tier 3. The employee's election to transfer to tier 3, or failure to elect to transfer to tier 3 and remain in tier 2, shall be irrevocable and shall apply to all periods of future service.
- e. The parties agree that all employees hired by Sacramento County or the Court after June 27, 1993, will be placed in Retirement Tier 3, with no option to elect Retirement Tier 2.

11.02 DISABILITY RETIREE-RETURN RIGHTS

- a. This section applies to any person who formerly held permanent status in a Sacramento County or Court class from which such person was placed on disability retirement, who is subsequently determined by the Sacramento County Employees' Retirement Board to not be incapacitated and who is eligible for reinstatement as provided in Government Code Section 31730.
- b. When such person is returned to Court employment, he or she shall have permanent status in a position comparable to that held at the time of retirement. The returned person's seniority and benefits shall be based on service as of the time of retirement.

11.03 DEFERRED COMPENSATION

- a. Full-time regular employees shall be eligible to participate in the Sacramento County Deferred Compensation Program.

- b. Effective January 2, 2008, the Court agrees to contribute the sum of \$1,500 to a Deferred Compensation account in the name of each full time regular employee and each part time regular employee. Employees who have terminated employment with the Court prior to January 2, 2008 and employees hired by the Court after January 2, 2008 shall not receive this contribution. Employees may select direct payment in lieu of a \$1,500 deferred compensation contribution. All applicable deductions shall apply. Any in lieu payment shall be on a separate check.

11.04 DEFERRED COMPENSATION - TEMPORARY EMPLOYEES

- a. An employee covered by this agreement who is not a member of, or currently earning benefits under, the Sacramento County Employees' Retirement System shall become a participant in the Deferred Compensation Plan set forth in Sacramento County Code Sections 2.83.200 through 2.83.360.
- b. The employee shall contribute 3.75% of his or her compensation for any period of service performed for the Court while a participant in this plan. The Court shall additionally credit an amount equal to 3.75% of the employee's compensation to the Investment Account maintained for each participant.
- c. The Deferred Compensation Plan and participation by the Court and specified employees described above is in lieu of each party paying FICA taxes as permitted by IRC Section 3121(b)(7)(f).

11.05 RETIREMENT ENHANCEMENT

Effective June 29, 2003, the Court shall implement the 2% @ age 55 1/2 formula for Court employees who are miscellaneous members of SCERS and permit Court employees to purchase prior service credits up to a maximum of four years. The election to purchase shall be open ended with the employee purchase of the employee's share, Court's share, and accumulated interest.

11.06 ENHANCED RETIREMENT PROGRAM

- a. Beginning February 1, 2008, UPE and the Court shall form a joint labor-management committee to research and develop plans related to an enhanced retirement program.
- b. UPE and the Court shall reopen this agreement not later than September 30, 2008, for the purpose of developing an enhanced retirement program. No changes to the retirement program shall be pursued nor implemented during this reopener except by prior agreement of the parties.

11.07 PURCHASE OF ADDITIONAL RETIREMENT CREDIT

- a. Effective January 1, 2008, subject to the provisions of Section 31658 of the County Employees Retirement Law of 1937 ("1937 Act"), an active employee who has at least five years of credited service with the Sacramento County Employees' Retirement System ('SCERS') may elect to purchase up to five (5) years of additional retirement credit ('ARC'). ARC means time that does not otherwise qualify as Court service, public service, military service, medical-leave

of absence, or any other time recognized as purchasable service credit by SCERS.

- b. ARC time will not be included for purposes of meeting the minimum qualifications for service or disability retirement, or for purposes of establishing eligibility for any benefits based on thirty (30) years of service, additional ad hoc cost-of-living benefits, or any other benefits based on service credit except to the extent that the Court expressly includes ARC time when determining benefits over which the Court has sole authority. ARC time will, however, be added to the employee's total retirement service credit for purposes of calculating the retirement allowance, and as such will be included in the determination of the annual cost-of-living adjustment ("COLA") for retirees.
- c. The employee will be responsible for paying the full actuarial cost of the ARC time being purchased, as determined by SCERS in consultation with its actuary, as of the time of commencement of the purchase.
- d. The ARC time may be purchased by lump sum payment, or by installment payments over a period not to exceed ten (10) years, in accordance with the limitations imposed by the United States Internal Revenue Service, as determined by SCERS' tax counsel, and in accordance with the service purchase rules established by SCERS. In order to receive credit for ARC time, the purchase must be completed on or before the effective date of the employee's retirement, or within one hundred twenty days (120) after the employee's effective retirement date. If an ARC purchase is not completed on or before the employee's retirement date, or within one hundred twenty days (120) after the employee's retirement date, a prorated amount of the ARC time will be added to the employee's existing service credit based on the amount actually paid by the employee.
- e. ARC time may be purchased in minimum increments of six (6) months. An existing installment payment plan to purchase ARC time must be paid off in full before an employee can initiate a new installment payment plan to purchase additional ARC time.

ARTICLE 12 - ALLOWANCES AND REIMBURSEMENT

12.01 MILEAGE REIMBURSEMENT

When a Court employee is authorized and agrees to use his/her private automobile for official business in lieu of using a Court provided car, the employee shall be reimbursed for mileage at the maximum allowable IRS reimbursement rate.

12.02 TRANSIT PASS

- a. Effective October 1, 2007, the Court shall provide a transit subsidy to eligible employees for an 80% reimbursement up to a maximum of \$110 per month.

- b. Should the IRS monthly exclusion for qualified transit passes increase over the 2007 rate, the transit pass maximum shall increase to the new exclusion rate at the beginning of the month following the IRS announcement.

12.03 REIMBURSEMENT FOR EXTRA CHILD CARE COSTS

- a. Effective January 1, 2008, an employee who is ordered by his/her supervisor or a Superior Court judge to work overtime may have additional costs for child care reimbursed by the Court. Voluntary approved overtime is excluded from this section.
- b. Employees shall submit a signed receipt for the additional charges that includes the date the cost was incurred, the reason for the charge, the license number of the day care provider and a copy of the timesheet showing the ordered overtime worked. Reimbursements will not be made for unlicensed daycare.
- c. The maximum reimbursement shall be \$60 per incident. Reimbursement of these expenses will be provided through the submission of an expense claim. Expense claims shall be paid within 45 calendar days of receipt.

ARTICLE 13 - SAFETY AND HEALTH

13.01 OBJECTIVE

The Court and UPE will cooperate in the continuing objective of eliminating accidents and health hazards. The Court shall continue to make reasonable provisions for the safety and health of its employees during hours of their employment.

13.02 SAFETY REPRESENTATIVE

- a. UPE may designate a UPE member to be the UPE Safety Representative who shall be allowed a reasonable amount of release time to investigate complaints concerning safety at Court work sites. This release time shall be scheduled so as to minimize the impact upon the Court. UPE shall provide the name of the designated member to the Court Human Resources Manager at least quarterly. The designated member shall not be recognized nor authorized to use release time unless this condition is met.
- b. UPE shall notify the appropriate supervisor in charge of the work area or unit and of any safety-related complaint prior to UPE's commencing its investigation of the complaint. If an unsafe practice or condition is not corrected within a reasonable time period, the UPE representative shall contact the Court Human Resources Manager.

13.03 HEALTHY AND SAFE WORKPLACES

- a. Employees shall have the right to request an ergonomic review of their workstation. The Court will conduct the evaluation within 15 days of receipt of the request for review. Upon completion of the review, the Court will provide the employee with a written report within 45 days. The report shall include

recommendations which address the employee's concerns and an estimated date for implementation for any recommended changes.

- b. Any equipment recommended for purchase as a result of the evaluation shall be provided within a reasonable time. The decision not to purchase equipment shall be solely within the right of the Court.
- c. After recommendations have been implemented the Court shall follow-up with the employee to determine the effectiveness of the changes.
- d. One representative of the Court Professional Unit may participate in the Labor Management Committee on Healthy and Safe Workplaces. The Committee shall meet quarterly but may meet more or less frequently by mutual agreement.

13.04 LABOR MANAGEMENT COMMITTEE – EMPLOYEE SAFETY

- a. The Court and UPE agree to establish a joint Labor-Management Committee on Employee Safety (CES). The CES shall identify Court employee safety and security concerns, including but not limited to, use and assignment of Court security personnel, after hour employee escort and security, safety training programs, and physical barriers and other safety/security measures at public counters. The Committee shall formulate and recommend safety and security measures to be implemented by the Court,
- b. The parties agree to hold an initial meeting and establish a future schedule of meetings not later than January 1, 2008.
- c. The parties agree to meet to develop and implement a Field Safety Training Program for Probate Investigators and Family Court Counselors. The training shall be developed and implemented within ninety (90) days of the signing of this agreement.
- d. UPE may appoint up to four (4) employees from the Office Technical Unit and two (2) employees from the Professional Unit to be members of the Committee.

13.05 DOMESTIC VIOLENCE

- a. The Court and the UPE will strive for a work environment free of and safe from domestic violence. Domestic violence, which may involve physical, psychological, economic violence or stalking against a current or former intimate partner, is a widespread societal problem that must be prevented. The Court shall use early prevention strategies to avoid or minimize the occurrence and effects of domestic violence in the workplace and to offer assistance and a supportive environment to its employees experiencing domestic violence. In all responses to domestic violence, the Court and UPE shall respect employees' confidentiality.

In order to assist employees who are affected by domestic violence both inside and outside the workplace, the Court shall:

- (1) Distribute to all employees and post appropriate information concerning the nature of domestic violence, methods by which it may be prevented or eliminated, and avenues through which victims and/or perpetrators may seek assistance.
- (2) Post on bulletin boards information about the National Domestic Violence Hotline and local resources.
- (3) Conduct training programs for employees in conjunction with experts in the field of domestic violence and the UPE. The purpose of the training shall be to instruct the employees about the nature and effects of domestic violence, the impact of domestic violence on employees in the workplace, and sources for referrals for assistance.
- (4) Supervisors and managers shall be provided information on the problem of domestic violence and their role in identifying employees in need of referrals for assistance.

b. Leave Time

Employees shall have the right to use sick leave, personal leave, annual leave, compensatory time, and any other paid leave for medical appointments, legal proceedings, or other activities related to domestic violence. Such absences shall not be counted against the employee under any attendance policy for disciplinary purposes, and may be taken without prior approval, but will subsequently require documentation by the employee. If all paid leave has been exhausted and additional periods of leave are needed to attend to medical, legal, or other matters related to domestic violence, the employees shall have the option of taking family and medical leave of up to twelve (12) weeks. The leave shall be unpaid, but the employer shall administer the leave in accordance with the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA), including but not limited to the FMLA or CFRA provisions pertaining to health benefits and job reinstatement or any other leave provided by law.

c. Transfers and Work Schedules

In order to provide assistance to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Court shall make every effort to approve requests from employees experiencing domestic violence for transfers to other worksites and/or changes in work schedules if necessitated by the employee's specific circumstances.

d. Workplace Safety Procedure Evaluation

The Court shall, in conjunction with experts in the field of domestic violence, undertake a review of all current security procedures to ensure inclusion of specific safety considerations and responses appropriate for employees experiencing domestic violence in their workplace. Resulting changes to the security procedures shall be implemented within six (6) months.

e. Health Insurance

The Court shall continue to allow an employee who presents evidence that she/he is experiencing domestic violence to opt into the employer's group health plan without regard to the plan's open enrollment period, if such employee would otherwise be without health insurance or would be at increased risk of violence by remaining on their partner's health plan.

f. Discipline

(1) When an employee is subject to counseling or discipline for work performance, attendance or other reasons, and he/she confides that he/she is experiencing domestic violence and provides supporting documentation, a referral for appropriate assistance shall be offered to the employee. The disciplinary action may be held in abeyance for a time to be determined by the circumstances but initially shall not exceed 90 calendar days which may be extended by the Court for up to 6 months. The employee has the right to UPE representation in any and all discussions with the court pertaining to this section.

(2) The matter will be reviewed following the period of abeyance in a meeting with the Court, the employee and the UPE. If the problem behaviors which initiated the disciplinary action are deemed to have been related to domestic violence and have been satisfactorily improved, the Court will not proceed with the original disciplinary action and all information related to the disciplinary matter will be removed from the personnel file. If the problem behavior leading to the initial action has not improved, the Court may proceed with the original action pursuant to the provisions of Article XVIII.

g. Employee Assistance Plan

(1) The EAP shall include professionals trained specifically in domestic violence and the potential impact on work performance. The Court may require that an employee declaring to be the victim of domestic violence document his/her participation in a support program through EAP, a medical provider or a community-based domestic violence program.

(2) For purpose of this section, documentation could include a police report, medical report, statement of a counselor or shelter staff, injunctive order, declaration of a witness, or the employee's own signed statement.

ARTICLE 14 - CAREER DEVELOPMENT

14.01 CAREER DEVELOPMENT PROGRAMS

A joint Labor Management Committee shall be formed forthwith, but not later than forty-five (45) days from the ratification of the Agreement to study, review and make recommendations to the Court Executive Officer regarding the development and implementation of Career Development Programs for Court employees.

14.02 PERFORMANCE EVALUATIONS

- a. Performance evaluations are used for employee development. Performance evaluations are designed to instruct employees as to how they may better meet their job objectives.
- b. An employee who is evaluated shall be given an opportunity to read and sign performance evaluations prior to the placement of such material in the employee's personnel file. The employee shall receive a copy of the performance evaluation and shall have the right to discuss the evaluation with his/her supervisor as well as to file written comments pertaining to the content of the evaluation within thirty days of the employee's review.
- c. Performance evaluations shall reflect specific written job-related expectations.
- d. The evaluative content and/or supervisory ratings of an employee's performance evaluations are not grievable under the terms of this agreement; however, an employee may grieve if the procedures set forth above are not followed.

14.03 EDUCATION REIMBURSEMENT

- a. The Court shall provide tuition reimbursement or education expenses for job related education costs incurred by full-time or part-time regular court employees who apply for such reimbursement in accordance with the policies and procedures governing the tuition reimbursement program. The maximum reimbursement shall be \$2,400 per fiscal year. Part time regular court employees shall receive this benefit on a pro-rated basis.
- b. Employees may elect to utilize the reimbursement over more than one quarter or semester, or they may utilize the entire amount, if applicable. The Court shall not use non-availability of funds as a basis for denying reimbursement to employees.

14.04 TRAINING, CONFERENCE & TRAVEL REQUESTS

- a. The Court may allow employees time off without loss of compensation to attend training and conferences when such attendance will benefit the Court and the employees professionally.
- b. Employees shall submit all requests for training, conference and travel on forms designated by the Court.
- c. Within five (5) work days of the receipt of the request, the supervisor shall provide a written response approving or denying the request.
- d. If a request is denied the reasons(s) for the denial shall also be included in the response.

14.05 TIME OFF FOR PROMOTIONAL EXAMINATIONS

Employees shall be released from duty without loss of compensation while competing in Court promotional examinations that are scheduled during duty hours. Such release time shall include reasonable travel time to the examination site and return to work.

14.06 TRANSFER INTERVIEWS

Whenever an employee is requested to appear for a transfer interview, the employee shall be released from duty without loss of compensation while being interviewed during normal work hours. Every effort should be made to schedule transfer interviews at times that minimize interference with Court operations. Such release time shall include reasonable travel time to the interview site and return to work.

14.07 EQUAL OPPORTUNITY REPRESENTATIVE

The Court and UPE agree that discrimination in employment due to race, ethnic group or sex is a subject of major mutual concern. Any duly appointed member of the Equal Opportunity Advisory Committee shall serve without loss of compensation. UPE shall have the right to appoint a representative to attend the committee meetings without loss of compensation.

ARTICLE 15 - EMPLOYEE ASSIGNMENT AND RETENTION

15.01 PROBATIONARY PERIOD

All newly hired Court employees shall be subject to a one-(1) year probationary period. All Court employees who are promoted to a higher classification shall be subject to a six month probationary period.

15.02 TRANSFERS

The Court will give notice to employees of vacancies in permanent positions in the Court Professional Unit. Within five calendar days from the date of notice, permanent employees may submit written requests to transfer to a vacant position to the Court Human Resources Office. Such notice shall state a desire for transfer to the vacant position. All employees who submit such requests will be considered for transfer. Nothing in this section shall limit the right of the Court to fill positions from an eligible list or any other manner the Court deems appropriate.

15.03 OFFICE CLOSURES/RELOCATING EMPLOYEES

In the event the Court closes one or more branch offices, the Court agrees to discuss with UPE, upon request, personnel moves associated with that action. The Court shall endeavor to give notice to UPE of such office closures.

15.04 SUPERVISION OF INTERNS

Supervision of interns shall be on a voluntary basis. Employees shall not be required to supervise interns.

15.05 REVIEW PANEL

- a. UPE and the Court shall meet within 90 days to reach agreement on the implementation of a review panel process for classification changes, re-allocation of positions and promotional examinations and promotional lists.
- b. The agreement shall include at least the following elements:
 - (1) A panel with members from the UPE, the Court and the State Mediation Service;
 - (2) An opportunity for presentation of issues within scope by the UPE, employees or the Court;
 - (3) Written recommendations to the Court Executive;
 - (4) Acceptance of the panels recommendations unless there is a substantial, business related reason to reject the panel's recommendation;
 - (5) Review panels shall only convene on an "as needed" basis;
 - (6) The panel shall not have the authority to add to, delete, or otherwise modify the terms of the agreement.

ARTICLE 16 - MISCELLANEOUS

16.01 LETTERS OF REPRIMAND

- a. Each employee shall be given an opportunity to read and sign formal letters of reprimand prior to the placement of such material in his/her personnel file. The employee shall receive a copy of the letter of reprimand. Within thirty (30) days of issuance of a letter of reprimand by the Court, the employee may submit a written rebuttal to the reprimand. A "letter of reprimand" is a written censure of an employee. Letters of reprimand shall be given only for just cause.
- b. An employee may grieve whether a formal letter of reprimand was given for just cause through to Step 2 of the grievance procedure of the Agreement. Letters of reprimand are not arbitrable and the grievant shall not have the right to refer the matter to binding arbitration.
- c. If UPE is not satisfied with the Court's second step decision concerning an alleged violation of Subsection a above, UPE, within fourteen calendar days of receipt of the decision, may request mediation of the grievance. The parties may jointly agree to non-binding mediation of the grievance. If the parties so agree,

they shall utilize and abide by the rules of the State Mediation and Conciliation Service. The cost of such mediation, if any, shall be equally divided.

- d. If an employee receives a letter of reprimand and no subsequent related disciplinary action has been taken by the Court during the following two (2) years from date issued, the letter of reprimand shall be removed from the personnel file at the request of the employee.

16.02 PERSONNEL FILES

- a. Employees may schedule with their supervisor time off without loss of compensation to review their departmental Court personnel file. The supervisor may require that the specific time away from the job for this purpose be compatible with the employee's duties and work schedule.
- b. A copy of material in the employee's personnel file shall be given to the employee if requested, and shall be at no cost to the employee if such requests are made on a reasonable basis.
- c. The Court shall provide to the employee written material, which contains adverse comments relating to the employee's employment upon placement in the employee's personnel file. If the Court fails to provide the employee such written material with adverse comments, a copy will be provided to the employee upon discovery of such failure or upon request of the employee. Within 30 days of the employee's receipt of material containing adverse comments or upon review of his/her personnel file, whichever is earlier, the employee may submit a written rebuttal to the adverse comments that may be present in the file.
- d. Formal grievances shall not be filed in the employee's department file.

16.03 ACCESS TO SUPERVISOR'S EMPLOYEE FILE

Effective January 1, 2008:

- a. An employee shall have reasonable access to view their supervisor's files for the employee.
- b. A request to view a supervisor's employee file shall be made directly by the employee to his/her supervisor.
- c. Upon request, an employee shall receive copies of items in the employee's supervisory file. Requests for copies shall be made at a time that is mutually convenient with the employee and the supervisor.
- d. A supervisor's employee file will be transferred between supervisors when an employee transfers or is assigned a new supervisor. Only information from the past three years will follow the employee to his/her new supervisor.

16.04 LEGAL REPRESENTATION

The Court shall defend and indemnify an employee against any claim or action against the employee on account of any act or omission in the scope of the employee's

employment with the Court, in accord with, and subject to the provisions of California Government Code Sections 825 et seq. and 995 seq. Nothing herein is deemed to supersede or expand referenced State law.

16.05 JOINT LABOR-MANAGEMENT COMMITTEE

In order to encourage open communication, promote harmonious labor relations, and resolve matters of mutual concern, the parties agree to create a joint labor-management committee. The committee will be governed by the following principles:

- a. The committee will meet every other month or more often if mutually agreed to by the parties.
- b. The agenda for each meeting will be decided five working days in advance of the meeting, unless otherwise mutually agreed to by the parties.
- c. The Court will release one officially designated UPE representatives of the Court Professional Unit for attendance as needed at the meetings of the Joint Labor-Management Committee. The representative will be mutually agreed upon before each meeting.
- d. This section is not grievable within the meaning of the grievance procedure as defined in Article V of this Agreement.

ARTICLE 17 - SENIORITY, LAYOFFS, REDUCTION-IN-HOURS IN LIEU OF LAYOFF, RETURN AND REEMPLOYMENT

DIVISION A - APPLICATION-PURPOSES-RIGHTS

17.01 PURPOSE

This article establishes layoff procedures and reemployment rights. The decision to reduce the number of positions in a class in the Court and the reasons for any such reduction shall be within the sole and exclusive discretion of the Court. However, the order of layoff and the identity of those employees to be laid off shall be governed by the provisions of this Article. This Article also establishes reemployment rights and the order of reemployment of employees who are laid off and provides for the resolution of any dispute which might arise respecting the order of layoff or reemployment of those employees who are laid off.

17.02 DEFINITIONS AND INTERPRETATIONS

- a. Words and terms used in this Article shall have the same meaning as defined below:
 - (1) Demotion: A change between classes where the maximum salary of the class to which the employee is changed is any amount less than the maximum salary of the class from which the employee is changed. The change is between classes in which the employee holds permanent status.

- (2) Former Class: A class in which an employee previously has held permanent status. An employee may have one or more former classes. However, only those classes in which the employee has held permanent status during the current period of continuous service are eligible former classes in respect to a right to demote.
- (3) Layoff: The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.
- (4) Limited Term Employee: A limited term employee is a temporary employee for purposes of this Article. However, a permanent employee appointed to a limited term position shall have return rights from the limited term position to the permanent position.
- (5) Separation: Release from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.
- (6) Status: The employee's current appointment, such as permanent, temporary, provisional, or probationary. Temporary includes intermittent and limited term.
- (7) Temporary Employee: A person who has been appointed from a list of eligibles, or provisionally in the absence of a list, to a position which is other than a permanent position.

17.03 VOLUNTARY REDUCTION IN HOURS

- a. The Court may, as an alternative to, or in conjunction with a layoff, call for volunteers, from amongst the members of the class in which layoff is contemplated, to work reduced hours in lieu of the deletion of a full-time position.
- b. Approval of requests for part-time employment lies within the discretion of the Court Executive Officer or designee. Once a request for part-time employment is approved, the employee will be assigned to part-time employment as soon as is administratively feasible. A volunteer so assigned may not be involuntarily returned to full-time status any earlier than ninety (90) days following such assignment and may continue in a part-time position beyond the ninety (90) day period as long as the employee and the Court mutually agree.

17.04 VOLUNTARY LEAVE OF ABSENCE WITHOUT PAY

The Court may, as an alternative to or in conjunction with a layoff, call for volunteers from amongst the members of the class in which layoff is contemplated, to take a leave of absence without pay for a period of time mutually agreed upon between the employee and the Court. No such leave of absence without pay shall extend beyond one year.

17.05 LAYOFF

- a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 17.09.
- b. Temporary and provisional employees in the class involved in the layoff shall be separated prior to the layoff of any probationary or permanent employees.
- c. Prior to the layoff of any probationary or permanent employee, any permanent employee who currently is serving in a temporary position in that class shall be separated and returned to the class in which the person holds permanent status.
- d. Probationary and permanent employees shall be laid off in the inverse order of their seniority.

17.06 RIGHT TO DEMOTE

- a. Any employee who is scheduled for layoff shall have a right to demote to a class in which the employee formerly held permanent status. If there is no authorized position in the class to which the employee would otherwise have a right to demote, then this subsection shall not apply. The right to demote shall be implemented as follows:
 - (1) If there is only one other lower salaried class in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees in that class, the demoting employee shall be laid off from that class and from employment.
 - (2) If there are two or more lower salaried classes in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees in that class, the above process shall continue until the demoting employee either reaches a class in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee in that class, or the employee is laid off from employment.
 - (3) An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class shall be laid off from that class, and shall have the same right to demote as does any other employee who is laid off.
 - (4) An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.
 - (5) An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from

each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

17.07 SENIORITY

- a. Seniority shall be determined by the date of original appointment to the class. For purposes of this Article, the "date of original appointment to the class" is defined as the date the employee first was appointed to the class, on or after the most recent date of entry into Court or Sacramento County service, regardless of type of appointment, including, but not limited to, provisional, limited term, temporary and exempt.
- b. A seniority list shall be prepared for each class for purposes of layoff and shall include all probationary and permanent employees in that class. Where seniority dates in the class are the same, ties shall be broken in the following sequence:
 - (1) Employees with the earliest date of entry into continuous Court and Sacramento County service combined.
 - (2) Employees with the highest standing on the eligible list from which the appointments to the applicable class were made.
- c. The seniority date for employees who terminate and subsequently return to Court service in accordance with the military leave provisions of Section 2.78.785 of the Sacramento County Code shall be the date of original appointment to the class, prior to the military separation.
- d. If an employee's position is reallocated to a different class, and the former class is no longer authorized, the employee's date of appointment to the former class shall be the seniority date in the class to which the position was reallocated. In such cases the right to demote shall apply to the new class.
- e. If an employee is in a class which is retitled, the seniority date in the retitled class shall be the date of appointment to the original class which has been retitled.
- f. If an employee returns to a former class in which the employee previously held permanent status, the employee's seniority date in the former class shall be the date of original appointment to the former class.

17.08 JURISDICTION

If an employee in a class covered by this article is laid off from that class and demotes to a class which is not covered by this article, then this article no longer applies in respect to the determination of the employee's seniority within the class to which demotion occurs.

DIVISION B - LAYOFF

17.09 NOTICE OF LAYOFF

- a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee, delivered to his/her last known address, or mailed to the last known address if such address is a post office box number. The last known address shall be deemed to be that address which is within the personnel file of the employee. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is left at his/her last known address, or on the date it is mailed to his/her last known address, as the case may be.
- b. The effective date of layoff shall be not earlier than the 14th calendar day following the date of service of the notice of layoff.

17.10 NOTICE TO UPE

Each time a layoff is ordered, the Court shall mail to UPE, not later than the date of service of the last notice of layoff, each seniority list by class in which an employee covered by this Agreement is to be laid off. Each such list shall identify the employees to be laid off and show the date of service of the notice of layoff to each employee who is to be laid off.

17.11 GRIEVANCE APPEALS

Disputes involving the interpretation, application, or enforcement of the express terms of this article shall be filed within 14 calendar days after receipt of the notice of layoff directly at Step 2 (Section 5.10) of the Article V, Grievance and Arbitration Procedure, of this agreement.

DIVISION C - REEMPLOYMENT

17.12 ENTITLEMENT

- a. With respect to classes covered by this Article, reemployment entitlements shall be as follows:
 - (1) A person who held permanent status in the class from which the person was laid off shall, during the two-year period following the effective date of layoff, be entitled to be appointed from a reemployment list to a vacancy authorized to be filled in that class from which the person was laid off pursuant and subject to the provisions set forth in this division.

17.13 TYPE OF POSITION

The entitlement to appointment or certification applies whether the position in which the vacancy occurs is regular, temporary or limited term.

17.14 LIMITED TERM

Personnel serving under limited term appointments shall not be entitled to reemployment rights or to placement on a reemployment list, whether or not they held permanent status as limited term appointees in the class from which they were separated.

17.15 REEMPLOYMENT LISTS

- a. The Court shall prepare a reemployment list for each class from which personnel with permanent status in the class were laid off. Each list shall constitute a merger of persons who were laid off from the class and who held permanent status therein.
- b. The order of personnel on each reemployment list shall be based upon seniority according to the date of original appointment to the class to which the list refers, as determined under Division A.

17.16 APPOINTMENT AND CERTIFICATION PRIORITIES

- a. The following priorities shall apply in relation to vacancies in classes to which the entitlement to appointment or certification is applicable.
 - (1) The vacancy shall be filled from that reemployment list for the class in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
 - (a) One person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
 - (b) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five calendar days following the date of mailing of the notice.

17.17 REMOVAL FROM REEMPLOYMENT LISTS

- a. The names of persons shall be deemed removed from departmental reemployment lists and their entitlement to appointment from such lists terminated, as follows:
 - (1) Upon the expiration of two years following the effective date of layoff of each person.
 - (2) As a result of appointment to a regular position with the Court in a class which is the same as the one for which the list exists or which, at the time of appointment, is equal to or higher than the one for which the list exists in salary when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited term position in any class.)
 - (3) Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 17.16a.(1)(b) except in instances where the person states in writing that he/she temporarily is medically incapacitated.

- (4) In the event a person states in writing that he/she does not desire appointment from the list, or fails to file a written statement expressing his/her desire for appointment within five calendar days following certified mailing to the person's last known address.

17.18 EFFECT OF REEMPLOYMENT

When a person is reemployed from a reemployment list, the period of unemployment following the layoff shall not be treated as an interruption of service for purposes of reestablishing salary, benefits or seniority. The period of such unemployment shall be treated as Court service for seniority purposes. However, with the exception of seniority, the period of unemployment shall not be treated as Court service for any other purpose.

17.19 SERVICE OF REEMPLOYMENT LISTS

- a. Not later than January 1 of each year, the Court shall serve by mail upon UPE a set of copies of all reemployment lists for classes covered by the Agreement. Such service shall be made once, and shall include all such lists prepared as a result of all layoffs which have occurred between July 1 and the date of service.
- b. Not later than July 5 of each year, the Court shall serve by mail upon UPE a set of copies of all reemployment lists for classes covered by this article. Such service shall be made once, and shall include all such lists prepared between the date of service pursuant to Paragraph a. and June 30, inclusive.

17.20 SICK LEAVE BALANCE REINSTATEMENT

When an employee is laid off pursuant to this article, and subsequently rehired from a reemployment list within the time period specified in Section 17.12, the Court shall reinstate the employee's sick leave balance recorded on the date of the layoff.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

18.01 PURPOSE

It is the intent of the parties that the provisions of this article shall apply to permanent employees in the Court Professional Unit.

18.02 DEFINITION

As used herein, "disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent status.

18.03 PERSONS AUTHORIZED TO INITIATE DISCIPLINARY ACTION

The Court Executive Officer or designee may initiate disciplinary action against an employee.

18.04 APPLICATION

- a. This article shall only apply to employees with permanent status.
- b. Probationary Status: This article shall not apply to an employee in probationary status who shall have no right to grieve or arbitrate release from such probationary appointment.
- c. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from such temporary appointment.
- d. Temporary Upgrade: An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from such temporary upgrade status.
- e. Provisional Appointment: An employee with provisional status shall have no right to grieve or arbitrate release from such a provisional appointment.

18.05 CAUSES FOR DISCIPLINARY ACTION

- a. No disciplinary action shall be taken against a permanent employee without good cause. "Good cause" is defined as any facts which, based on relevant circumstances, may be reasonably relied on by the Court in the exercise of reasonable discretion as a basis for disciplinary action. "Good cause" includes, but is not limited to:
 - (1) Fraud in securing appointment.
 - (2) Incompetency.
 - (3) Inefficiency.
 - (4) Inexcusable neglect of duty.
 - (5) Insubordination.
 - (6) Dishonesty.
 - (7) Drunkenness on duty.
 - (8) Addiction to the use of narcotics or habit-forming drugs.
 - (9) Inexcusable absence without leave.
 - (10) Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
 - (11) Discourteous treatment of the public or other employees.

- (12) Political activity prohibited by state or federal law.
- (13) Willful disobedience.
- (14) Refusal to take and sign any oath or affirmation which is a federal, state or Court requirement.
- (15) Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the Court or his/her employment.
- (16) Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- (17) The solicitation of eligible list waivers.
- (18) Failure to pay a service fee, or a contribution required in lieu of a service fee, pursuant to an agency shop provision in a labor agreement between the Court and a recognized employee organization, where the disciplinary action in question is provided for in such agreement.

18.06 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of his or her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 18.05.

18.07 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER

- a. A copy of the notice of disciplinary action shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is the last address provided by the employee to the employer. If notice is provided by mail, the employee should be deemed to have received notice five days after the date of mailing. At the same time, service shall be made to UPE.
- b. The order shall include:
 - (1) A statement of the nature of the disciplinary action;
 - (2) The effective date of the disciplinary action;
 - (3) A statement in ordinary and concise language of all specified facts or omissions upon which the disciplinary action is based; and
 - (4) A statement advising the employee of the right to appeal the action through the arbitration procedure of this article, of the manner and time of which said appeal must be made, and the required content of the appeal.

- c. The disciplinary action shall be effective on the date and time specified in the order of disciplinary action, provided notice is served as specified in this action.

18.08 APPEAL

- a. The employee who is subject to the disciplinary action shall have the right, within fifteen (15) calendar days after receiving the order of disciplinary action, to appeal from such order by filing a written notice of appeal signed by the employee or the employee's representative with the employee's consent with the Court Labor Relations Officer. The notice of appeal shall contain the name and address of the person to whom all written communication regarding this appeal shall be sent.
- b. The Court Labor Relations Officer shall promptly provide the Court Executive Officer or designee with a copy of the employee's notice of appeal.
- c. An employee who files a notice of appeal as provided herein shall be entitled to a hearing, as provided in this article and no other remedy.
- d. An appeal of a disciplinary action is a complaint of a permanent employee with permanent status regarding whether there was good cause for the disciplinary action taken against that employee.
- e. If the employee who has been served with an order of disciplinary action fails to file a notice of appeal within the time specified in Subsection a of this section, the disciplinary action shall become final without further action.

18.09 APPOINTMENT OF ARBITRATOR

- a. The parties to the hearing and to the selection of the arbitrator shall be the employee, who may be represented by UPE or independent counsel, and the Court.
- b. The selection of the arbitrator shall be in accordance with Section 5.12 a. b. c. and d. of this agreement.

18.10 AMENDED OR SUPPLEMENTAL ORDER

At any time after a hearing has commenced on a disciplinary action and prior to the time the appeal is submitted for decision, the Court may, with the consent of the arbitrator, serve on the employee an amended or supplemental order of disciplinary action. Consent is not required for an amended or supplemental order filed prior to commencement of the hearing. If the amended or supplemental order presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations shall be deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing.

18.11 DISCOVERY

a. Permissible discovery: Pursuant to the procedure set forth in Subsection c below, any party to the arbitration hearing may obtain the following information in the hands of or which may reasonably be obtained by the responding party or the responding party's representative (As used herein, "responding party" shall mean the person of whom the information is requested.):

- (1) Those allegations in the order of disciplinary action which are admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee;
- (2) The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.
- (3) Copies of statements by any person whom the responding party intends to call as a witness.
- (4) All writing relevant to the issues involved in the appeal including but not limited to reports of mental, physical and blood examinations which the responding party intends to introduce into evidence. "Writing" as used herein shall have the meaning defined in Evidence Code Section 250 which states: "Writing" means handwriting, typewriting, printing, photo stating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.
- (5) A statement specifically defining the issues in dispute.
- (6) The foregoing does not apply to witnesses or exhibits used for impeachment or rebuttal.

b. Confidential or privileged matter:

If the responding party determines that the writing or other material requested is confidential or privileged, the response to the discovery request shall specifically so state, and shall set forth in detail the grounds upon which confidentiality or privilege is claimed.

If the requesting party disputes the claim of privilege or confidentiality, the arbitrator shall resolve the claim. In resolving the claim, the arbitrator may order that the writing or other material be deposited with the arbitrator in a sealed container. In ruling on such claims, the arbitrator may grant or deny the claim of confidentiality or privilege in whole or in part. The arbitrator shall have no authority to resolve any claim concerning material which by statute may only be released by court order.

If the arbitrator determines that the material is confidential, but limited disclosure is necessary, the arbitrator may impose conditions upon the use or disclosure of the item by the requesting party.

If the arbitrator determines that the material requested is subject to an evidentiary privilege, the decision regarding disclosure of the matter shall be strictly governed by the provisions of the Evidence Code.

c. Procedure for discovery:

- (1) Personal service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a above.
- (2) Service by mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection a above. The effective date of service shall be the date of the postmark.
- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be deemed continuing request: The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.
- (5) Negative response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.
- (7) Penalties for failure to comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:
 - (a) Exclusion of evidence;
 - (b) Continuing the hearing at any stage; or

- (c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the noncomplying party.

18.12 TIMING AND CONDUCT OF HEARING

- a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.
- b. The employee may be represented by UPE; or, if the employee chooses not to be represented by UPE, the employee may be self-represented. The employee has the further right to pay for and retain independent counsel for representation at the hearing.
- c. The employee shall be entitled to appear personally at the hearing and produce evidence.
- d. UPE shall have the right to attend the hearing if UPE is not chosen by the employee as his/her representative.
- e. The Court may also be represented by counsel.
- f. At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.
- g. Oral evidence shall be taken only on oath or affirmation.
- h. A Court reporter shall take a transcript of the hearing.
- i. The arbitrator may consider the records or any relevant prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.
- j. Each party shall have these rights: To call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness; and to rebut evidence. The appellant may be called and examined as if under cross-examination.
- k. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil

actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

18.13 SUBPOENAS

Before the hearing has commenced, or during the hearing, the arbitrator shall have the power to issue subpoenas in accordance with Section 1282.6 of the Code of Civil Procedure.

18.14 DECISION

- a. Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case. The decision shall contain and be limited to specific factual findings relating to the facts alleged in the disciplinary order and any facts asserted by the appellant for purposes of defense or mitigation; a determination of legal issues, if any; a determination of whether the facts found constitute good cause for discipline; and an order that affirms, modifies or sets aside the order of disciplinary action imposed by the appointing authority.
- b. If good cause for discipline is found, the arbitrator shall not modify the action imposed by the Court unless the arbitrator determines that the discipline imposed by the Court constitutes an abuse of discretion.

18.15 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

18.16 COSTS

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, shall be shared equally by the parties identified in Section 18.09 a.

18.17 WITNESSES

The Court agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this article. The employee and UPE agree that the number of witnesses requested to attend and their scheduling shall be reasonable.

18.18 EXPEDITED ARBITRATION

Notwithstanding the provisions of this article, upon mutual agreement, the parties may agree to an expedited arbitration consistent with expedited arbitration rules as provided by the American Arbitration Association.

ARTICLE 19 - TERM

19.01 TERM

- a. This Agreement shall remain in full force and effect from October 1, 2007 to and including September 30, 2010.

Signature Page

DATE: _____

BY: UNITED PUBLIC EMPLOYEES
LOCAL #1 PROFESSIONAL UNIT

SACRAMENTO SUPERIOR COURT

Sandra Poole
UPE Chief Executive Officer

Hon. Roland Candee
Presiding Judge

Larry Edginton
Chief Negotiator

Dennis Batchelder
Chief Negotiator

Lynn Zahnley
Board President

Dennis Jones
Court Executive Officer

Dwayne Johnson
Board Member

Ed Pollard
Chief Deputy Executive Officer

Joyce Medari
Board Member

Johnny Smith
Labor Relations Officer

Oneatha Herne
Board Member