

SUTTER COUNTY SUPERIOR COURT

**Memorandum of Understanding
Between
Sutter County Superior Court
and
United Public Employees**

December 1, 2022 to November 30, 2025

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Table of Contents

ARTICLE I – GENERAL PROVISIONS	6
1.1 Parties to the Agreement.....	6
1.2 Recognition and Scope.....	6
ARTICLE II – MANAGEMENT RIGHTS	6
2.1 In General.....	6
2.2 Non-Discrimination.....	7
2.3 Personnel Policies and Procedures	7
2.4 Court Attendants	7
2.5 Custodial	7
ARTICLE III – UNION RIGHTS	7
3.1 Union Representation	7
3.2 Union Security, Dues Deduction and Indemnification	7
3.3 Union Access.....	8
3.4 Shop Stewards	9
3.5 Release Time.....	9
ARTICLE IV – COMPENSATION.....	10
4.1 Salary Adjustment	10
4.2 Longevity Pay	10
4.2.1 Fifteen (15) Years Service	10
4.2.2 Twenty (20) Years Service.....	10
4.3 Pay for Service with Distinction	11
4.3.1 Twenty Five (25) Years Service	11
4.3.2 Thirty (30) Years Service	11
4.3.3 Removal of Pay for Service with Distinction	11
4.4 Bilingual Pay.....	12
4.5 Uniform Allowance	12
4.5.1 Initial Uniform Purchase.....	12
4.5.2 Annual Uniform Maintenance Allowance	12
ARTICLE V - EMPLOYEE BENEFITS.....	13
5.1 Benefits.....	13
5.1.1 Health Insurance.....	13

5.1.2	Vision Insurance Benefits	13
5.1.3	Dental Insurance Benefits	14
5.2	Catastrophic Leave Sharing	14
5.2.1	Definition of Terms	14
5.2.2	Responsibility	15
5.2.3	Voluntary	15
5.2.4	Criteria for Establishing a Leave Sharing Account for an Individual	15
5.2.5	Procedure for Establishing a Leave Sharing Account	16
5.2.6	Criteria for Donations	16
5.2.7	Procedure for Processing Donations	17
5.2.8	Coordination with State Disability Insurance (SDI)	17
5.3	Life Insurance	17
5.5	Deferred Compensation Plan	18
5.6	Mileage Reimbursement	18
5.7	Tuition Reimbursement	18
5.8	Retirement Contribution	18
	ARTICLE VI – TIME OFF	19
6.1	Use of Sick Leave	19
6.2	Bereavement Leave	20
6.3	Flexible Work Schedule	20
6.4	Vacation	21
6.4.1	Eligibility and Accrual	21
6.4.2	Vacation Approval and Scheduling	21
6.4.3	Pay in Liew of Vacation	22
6.4.4	Vacation Benefits During Leave of Absence	22
6.4.5	Vacation Advances	22
6.4.6	Holidays Occurring During Vacation	22
6.4.7	Vacation Pay Upon Termination	22
6.5	Floating Day Off	22
	ARTICLE VII – SICK LEAVE	23
7.1	Eligibility and Accrual	23
7.2	Use of Sick Leave	23
7.3	Approval of Sick Leave	24
7.4	Compensation for Sick Leave	24

7.5	Coordination of Sick Leave Benefits with Other Benefits	24
	ARTICLE VIII – WORKWEEK and OVERTIME PAY.....	25
8.1	Workweek	25
8.2	Overtime Pay	25
8.2.1	Overtime Definitions and Rates of Pay	25
8.2.2	Pre-Authorization of Overtime	26
8.2.3	Makeup Time	26
8.2.4	Compensatory Time Off (CTO)	26
	ARTICLE IX – GRIEVANCE PROCEDURES	27
9.1	Definitions	27
9.2	Consolidation of Grievances	27
9.3	Time Limits	27
9.4	First Step Informal Resolution	27
9.5	Second Step	28
9.6	Response to Second Step	28
9.7	Third Step	28
9.8	Fourth Step	28
9.9	General Provisions	29
9.10	Settlement	29
	ARTICLE X – JOINT LABOR MANAGEMENT COMMITTEE	30
	ARTICLE XI – MISCELLANEOUS PROVISIONS	30
11.1	No Strike or Lockout	30
11.2	Funding Contingency	30
11.3	Severability	30
	ARTICLE XII – TERM OF MOU	31
	EXHIBIT A	32
	EXHIBIT B	33

ARTICLE I – GENERAL PROVISIONS

1.1 Parties to the Agreement

Pursuant to the provisions of the Trial Court Employment Protection and Governance Act, Government Code section 71600 et. seq., and the Court Personnel Manual, representatives of the Sutter County Superior Court, hereinafter called “Court,” and the United Public Employees, hereafter called “Union,” have met and conferred concerning the subject of wages, hours and working conditions for employees in the General/ Professional Unit of representation. This Memorandum of Understanding (MOU) represents the good faith effort of both the Court and the Union to reach agreement on matters of wages, hours and conditions of employment. The signatures at the end of this MOU on behalf of the Court and the Union shall be conclusive evidence that both parties have ratified this MOU.

1.2 Recognition and Scope

The Court hereby recognizes the Union as an exclusive recognized employee organization for the purposes of Government Code section 71630 to 71639.3. Such recognition shall extend only to the representation of the employee classifications listed in Exhibit A.

ARTICLE II – MANAGEMENT RIGHTS

2.1 In General

The Court reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; 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. These rights shall be limited only as specified in this agreement. The Court’s exercise of its management rights is subject to the obligation to meet and confer over impacts on all matters within the scope of representation.

Management is expected to conform to the standard of conduct expected of public employees and is expected to refrain from activity which is in violation of federal, state, or county law, or the Court Employer-Employee Relations Policy.

2.2 Non-Discrimination

The Court shall not discriminate against anyone employed or applying for employment because of their membership in the Union or their activities on behalf of the Union. Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of any rights protected by Government Code section 71635.1.

2.3 Personnel Policies and Procedures

The Sutter County Superior Court Personnel Manual as reviewed and approved by the parties during their negotiations shall constitute the personnel policies and procedures for the Court. If during the term of this Agreement the Court proposes to modify the Personnel Manual, the Court agrees to notify the Union and agree to meet and confer upon request over changes that fall within the scope of bargaining.

2.4 Court Attendants

The Court may contract out for any Court Attendant I/II positions.

2.5 Custodial

The Court may contract out for any custodial positions when vacant and extra help as needed.

ARTICLE III – UNION RIGHTS

3.1 Union Representation

The Court recognizes and agrees to cooperate with the designated stewards and representatives of the Union on all matters relating to grievances, disciplines, and interpretation, application, or enforcement of the express terms of this MOU and matters within the scope of representation located in the Personnel Manual.

3.2 Union Security, Dues Deduction and Indemnification

The Court agrees to deduct and remit, by payroll deduction, to the Union all authorized deductions from employees who have so consented along with a list of employees who have had such amounts deducted. UPE agrees to provide a listing of all additions or deletions of the membership or requested changes to establish payroll deductions of its members, to the payroll department of the Court, not later than the Friday prior to the relevant pay day.

An employee who desires to revoke his/her authorization for Union membership shall notify the Union.

The Union agrees to indemnify, defend, and hold harmless the Court against claims of any nature and any lawsuit instituted against the Court made or arising from the Court check-off for dues or fees. In the event the Court misses one or more authorized 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, when notified by UPE in writing.

The Court shall give UPE 10 days' notice of a new employee orientation. UPE representatives may attend this orientation to make a brief presentation.

“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.

Solicitation and/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.

3.3 Union Access

- A. UPE may use Court conference rooms and similar building facilities for meetings with employees in the units it represents; may post material on the designated bulletin board 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 of at least four (4) hours whenever possible to the Court Executive Officer or designee 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 the designated bulletin board. UPE may request permission from the Court to install a secure bulletin board. If such a request is granted, UPE shall pay for the cost of the secure bulletin board and installation.
- D. Upon reasonable advance notice of at least 24 hours to Court Human Resources, duly authorized representatives of UPE shall be permitted, at all times that employees in the units which it represents are working, to enter the Court to transact business within the scope of representation, and to observe conditions under which employees are employed and carry out their responsibilities. 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. UPE is responsible for updating the Court on any changes to UPE contact information.
- F. UPE shall have the right to reasonable use of the Court's e-mail system for the limited purpose of communicating with employees designated within the bargaining unit.
- G. A copy of any materials to be emailed through the Court's email system shall be provided to the Court human resources.
- H. Nothing in this section shall be deemed to limit the ability of UPE to assign UPE staff to represent employees.

3.4 Shop Stewards

A written list of employees designated by UPE as UPE stewards 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. The number of stewards shall not exceed two (2).

A reasonable amount of time will be granted to the employee and the steward to handle initial grievance and appeal procedures. As to not unduly interfere with the Court operations, the steward shall seek authorization from the immediate supervisor to perform the duties specified in this section. If the immediate request is not granted, the supervisor shall work with the steward to find a reasonable alternate time.

3.5 Release Time

Paid release time for the Union bargaining committee of no more than two (2) persons will be granted only for those members or alternates scheduled for work during negotiating sessions. Efforts will be made in the scheduling of negotiations to accommodate employees by rotating the scheduling of negotiating sessions.

Other members who participate in meet and confer sessions (e.g. subject matter experts) shall receive release time without loss of pay for those meetings. Members must give advance notice to their supervisor and receive approval to participate in such meetings.

ARTICLE IV – COMPENSATION

4.1 Salary Adjustment

- A. Beginning the first full pay period of December 2022, all represented employees will receive a 9.0% salary increase.
- B. Beginning the first full pay period of December 2023, all represented employees will receive a 3.0% salary increase.
- C. Beginning the first full pay period of December 2024, all represented employees will receive a 2.0% salary increase.

4.2 Longevity Pay

Any regular employee who has been at step five (5) of a salary range for one hundred thirty (130) bi-weekly pay periods (five years) or who has attained step five (5) and has two hundred sixty (260) bi-weekly pay periods (ten years) of continuous service shall be advanced to step six (6) on their next anniversary date.

4.2.1 Fifteen (15) Years Service

A regular employee with a minimum of three hundred ninety (390) bi-weekly pay periods (fifteen years) continuous service or who has been on longevity step six (6) for one hundred thirty (130) bi-weekly pay periods (five years), shall move to step seven (7) and receive a five percent (5%) salary increase at their next anniversary date.

4.2.2 Twenty (20) Years Service

A regular employee with a minimum of five hundred twenty (520) bi-weekly pay periods (twenty years) continuous service or who has been on step seven (7) for one hundred thirty (130) bi-weekly pay periods (five years), shall move to step eight (8) and five percent (5%) salary increase at their next anniversary date.

4.3 Pay for Service with Distinction

4.3.1 Twenty Five (25) Years Service

A regular employee with a minimum of six hundred fifty (650) bi-weekly pay periods (twenty-five years) continuous service is eligible, on his/her 25-year anniversary date, to receive a one-time lump sum payment equivalent of two-and one-half percent (2.5%) of salary, provided the employee:

- A. Has received at least “standard or meets expectations” or equivalent performance appraisals each of the previous three (3) years, and
- B. Has not been the subject of any final discipline for the previous eighteen (18) months. If discipline is pending, the employee’s anniversary date is tolled until the discipline is resolved.

4.3.2 Thirty (30) Years Service

A regular employee with a minimum of seven hundred eighty (780) bi-weekly pay periods (thirty years) continuous service is eligible, on his/her 30-year anniversary date, to receive a one-time lump sum payment equivalent of two-and one-half percent (2.5%) of salary, provided the employee:

- A. Has received at least “standard or meets expectations” or equivalent performance appraisals each of the previous three (3) years, and
- B. Has not been the subject of any final discipline for the previous eighteen (18) months. If discipline is pending, the employee’s anniversary date is tolled until the discipline is resolved.

4.3.3 Removal of Pay for Service with Distinction

If an employee who is receiving Pay For Service With Distinction receives a performance appraisal of less than “satisfactory or meets expectations”, the employee shall forfeit Pay For Service For Distinction and shall not become eligible for it again for six (6) months and until the employee receives a performance appraisal of “satisfactory or meets expectations” or higher. At the employee’s request, the Court will conduct a six (6) month re-evaluation to determine whether the employee again meets the criteria to receive pay for service with distinction.

4.4 Bilingual Pay

Effective the first full pay period including December 1, 2015 (pay period beginning November 30, 2015), positions designated as bilingual shall receive bilingual premium pay in the amount of fifty dollars (\$50.00) per biweekly pay period.

Employees shall be eligible for bilingual pay if:

1. The Court Executive Officer or designee determines that bilingual skill is required of the employee's position.
2. The employee agrees to use that bilingual skill in the performance of court business.
3. The employee demonstrates the ability to communicate fluently in the designated language to the satisfaction of the Court; and
4. The Court may test the employee to determine the employee's ability to communicate fluently.
5. The employee is in regular paid status for all or some portion of the pay period.

Employees fluent in American Sign Language may qualify for bilingual premium pay if they meet the above criteria.

4.5 Uniform Allowance

The purpose of the uniform is to identify the Court attendant as a representative of the Court. The manner in which the uniform is worn and maintained enhances the Court attendant's image and ability to project a professional demeanor and pride in the Court.

4.5.1 Initial Uniform Purchase

Initial uniforms may be purchased from any vendor of the employee's choosing. Examples of acceptable uniform items can be found listed on Exhibit B. Upon successful completion of a four (4) to six (6) week training program, the Court will provide to Court attendants a \$400 reimbursement for the initial purchase of uniform items, payable through regular payroll.

4.5.2 Annual Uniform Maintenance Allowance

Effective with the third pay period following date of hire, the Court will initiate a twice-monthly uniform allowance equal to \$37.50. Court attendants may purchase replacement or additional items of similar style and color, as listed on Exhibit B, from locations other than the one designated by the Court. It is the responsibility of each employee to maintain the uniform with a clean and neat appearance. If an employee is out on any type of leave for an entire pay period, that employee will not receive the uniform allowance for that pay period.

Should the Court add classification(s) required to wear a uniform in addition to the Court attendant classification; the Court and the Union shall meet and confer

over the conditions of uniform procurement and the amount of any maintenance allowance.

ARTICLE V - EMPLOYEE BENEFITS

5.1 Benefits

For the term of this agreement, the Court will continue to provide health, dental, vision and life insurance for its employees. The provider and the Court will determine plan design, conditions for eligibility and enrollment criteria.

For the term of this agreement, the Court reserves the right to research and change benefit providers as necessary to maintain a benefit cost and coverage level as in place upon the ratification of this agreement. The Court and the Union will meet and consult on changes in providers and benefit coverage levels.

If the Court offers multiple plan options for coverage, through the providers, the employees will have their choice of plans. The employee will be responsible for any premium exceeding the employer contribution. All employee contributions will be processed on a pre-tax basis.

5.1.1 Health Insurance

Effective January 1, 2023, the Court's monthly contributions are as follows:

Employee Only	\$1242.65
Employee + 1	\$2166.13
Employee + 2 or more	\$2815.95

The benchmark plan is the \$500 deductible plan for employee only and the \$750 deductible plan for employee plus dependents.

If the Calendar Year 2024 health care rates rise, the Court will increase the flat rate contribution in an amount equal to 50% of the increase to the benchmark plan.

On January 1, 2025, the Court will increase the flat rate contribution in an amount equal to 50% of the increase to the benchmark plan. The Court contribution will remain at the 2025 rates unless or until the parties reach a successor agreement on contribution rates.

5.1.2 Vision Insurance Benefits

Effective July 1, 2006 the Court will continue to provide vision insurance for its employees and eligible dependents and will pay 100% of the monthly premium.

5.1.3 Dental Insurance Benefits

Effective January 1, 2023, the monthly Court contribution to the dental plan will be:

Employee Only	\$65.20
Employee + Spouse	\$103.25
Employee + Children	\$112.35
Employee + Family	\$165.52

A plan design, as close as possible to that described below will be considered the benchmark plan.

	<u>In Network</u>	<u>Out of Network</u>
Preventative	100%	90%
Basic	80%	70%
Major	80%	50%
Maximum Yearly Benefit:	\$1600	
Yearly Deductible	\$25 Individual/ \$50 Family	
Child Orthodontics Max.	\$1500	

If the Calendar Year 2024 dental care rates rise, the Court will increase the flat rate contribution in an amount equal to 50% of the increase to the benchmark plan.

On January 1, 2025, the Court will increase the flat rate contribution in an amount equal to 50% of the increase to the benchmark plan. The Court's contribution will remain at the 2025 rates unless or until the parties reach a successor agreement on contribution rates.

5.2 Catastrophic Leave Sharing

This program is established as a voluntary leave sharing arrangement by which one regular Court employee may donate vacation, CTO, sick or admin time to another regular Court employee who is experiencing a catastrophic illness or injury; subject to the conditions set forth by this program. This program is not available to extra-help employees or to employees with fewer than twelve months Court service. This program is not available to employees who have been placed on notice or who have been disciplined (in accordance with Court Personnel Policy #10.1.3) for abuse of sick leave within the preceding twelve months of the date of request.

5.2.1 Definition of Terms

“Catastrophic Illness/Injury” is a non-industrial illness/injury of more than fourteen calendar days duration to an employee, which presents an undue

financial burden on the employee, or is an illness/injury of more than fourteen calendar days duration to an immediate family member of the employee which requires the employee to be present to care for the family member.

“Immediate Family Member” means the spouse, domestic partner or child of the employee. For the purposes of this program: the spouse and the employee must be in a legally valid existing marriage; the domestic partner and the employee must be in a registered relationship as determined by the State of California; and the child is the employee’s biological child, adopted child, foster child, stepchild, or legal ward.

“Accrued Time Off” is vacation, sick leave, compensatory time and administrative leave.

5.2.2 Responsibility

The Court Human Resources Manager and the Court Executive Officer are responsible for the administration of this program to include ensuring that all program requirements are met.

5.2.3 Voluntary

Participation in this program by both donors and recipients is voluntary. No one shall be coerced, intimidated or threatened with reprisal for either participating or not participating in this program. Employees who believe that they are being forced to participate in this program shall immediately report their concerns to their supervisor or the Court Human Resources Manager. An investigation shall be conducted and the findings shall be communicated to the Court Executive Officer who will direct what action shall be taken based on the findings.

5.2.4 Criteria for Establishing a Leave Sharing Account for an Individual

A leave sharing account may be established for an individual employee if the following conditions are met:

1. The employee or the employee's immediate family member must be experiencing a catastrophic illness/injury.
2. The employee must have exhausted or will soon exhaust all of their accrued time off, but may reserve a maximum of sixteen (16) hours of his or her own accrued leave to use upon return to work.
3. The employee must indicate on the *Leave of Absence Application*, submitted to the Court Human Resources Manager at the beginning of the leave period that they wish to participate in the catastrophic leave-sharing program.

4. The Court Executive Officer must have approved the request for the establishment of the leave sharing account.

5.2.5 Procedure for Establishing a Leave Sharing Account

In order to establish a leave sharing account the employee must indicate on the *Leave of Absence Application*, submitted to the Court Human Resources Manager, that a leave sharing account be established on their behalf.

1. To support this request the employee must submit a completed a *Physician's Statement Supporting Leave Form* verifying the illness/injury. (NOTE: If the request is based on illness/injury of a spouse, the spouse must authorize their treating physician to complete the form and the employee must include a completed copy of the form pertaining to the spouse's illness/injury).
2. The employee must execute a statement authorizing the Court to publish announcements soliciting donations of leave time on their behalf.

Upon approval, the Court Executive Officer will forward the request with all supporting documents to the Court Human Resources Manager.

The Court Human Resources Manager will distribute a request for donations to all Court employees via e-mail.

5.2.6 Criteria for Donations

1. Donations of vacation, CTO and admin leave must be for 4 or more hours in whole hour increments
2. Employees may make donations of sick leave for a minimum of 4 hours and a maximum of 40 total hours per recipient.
3. Donors must have a minimum of 80 hours of sick leave credited to their account after the donation is made.
4. Donations can only be made to the specific employee for whom a leave sharing account has been established.
5. Donations will be deducted from the donor and credited to the recipient's account on an hour for hour basis, as they are needed regardless of position or classification differences.
6. Donations will be transferred on a first donated-first-used basis.
7. Donated leave shall be taken from the donating employee's leave balance as needed. Only as much donated leave as is required, per pay period, by the receiving employee shall be debited, despite the amount pledged. The donating employee shall retain all leave that is not debited and actually used by the receiving employee.

5.2.7 Procedure for Processing Donations

1. Donations will be made only to the specific employee for whom a leave sharing account has been established by Court Human Resources.
2. Donors will send an e-mail to Court Human Resources Manager stating the type of accrual and number of hours to be donated.
3. The Court Human Resources Manager will review all donations to ensure that they meet the criteria set forth in this policy.
4. The Court Human Resources Manager or designee will process donations concurrent with the processing of payroll.
6. Donation information is to be treated as confidential information by all parties who process the donations. Failure to maintain this confidentiality could result in disciplinary action.
7. Total donations received by an individual cannot exceed the lesser of, the amount needed to cover the absence or 1040 hours in a twelve-month period.

5.2.8 Coordination with State Disability Insurance (SDI)

If an individual who receives donations under this program is also eligible to receive payments under the State Disability Insurance or Paid Family Leave, all vacation credits received under this program will be coordinated with such benefits.

5.3 Life Insurance

Effective January 1, 2006 the Court will provide life insurance for its employees and dependents. The provider and the Court will determine eligibility and enrollment criteria.

- A. Effective January 1, 2006, the Court will pay 100 % of the monthly premium for employees to be covered by a term life policy in the amount \$20,000. The employee's enrolled spouse will be covered by a term life policy for \$5,000.00 and eligible dependents will be covered by a term life policy for \$2,000. In addition, the term life policy provides higher benefits for an employee through AD&D (accidental death or dismemberment).
- B. **Additional Voluntary Coverage** – Additional voluntary life and accidental death and dismemberment insurance coverage will be available subject to a minimum enrollment of 10 employees. Employees may voluntarily purchase supplemental term life and accidental death and dismemberment coverage for any amount between \$20,000 and \$500,000 (to a maximum of 5 times their annual earnings). Employees have a guaranteed issue to all amounts up to \$200,000.

5.4 Section 125 Cafeteria Plan

Effective January 1, 2006 the Court will contract with a provider to administer a cafeteria plan to include premium payments made by the employee and a flexible spending account, in accordance with IRS Code Section 125. Employee participation in these plans will be voluntary. IRS Code Section 125 and the contract between the Court and the provider shall determine the terms and conditions for participation.

- A. **Monthly Fee** – Employees that choose to voluntarily participate in the flexible spending account portion of the cafeteria plan will pay the monthly fee, if any, by payroll deduction.

5.5 Deferred Compensation Plan

Effective January 1, 2003 the Court will provide deferred compensation options through FT Jones Funds and CalPERS 457 Plan. Contributions to deferred compensation plans will be by payroll deduction.

5.6 Mileage Reimbursement

Court employees shall be reimbursed for mileage at the rate then in effect for judicial branch employees and shall be subject to guidelines of Court Personnel Policy, Section 4 Travel Expense Reimbursement Policy.

5.7 Tuition Reimbursement

The Court will annually reimburse employees for up to \$275 of reasonable and necessary tuition expenses incurred in attending instructional courses relevant to the employee's position and career advancement within the Court if the following conditions are met:

- A. The courses have been approved in advance by the Court executive officer.
- B. An employee submits proof of course completion as soon as possible after the ending date of the course.

Employees failing to successfully pass the course (with a passing grade of C or better) will not be eligible for tuition reimbursement for another 24 months following the end date of the current course.

5.8 Retirement Contribution

Effective on December 1, 2015, the employee agrees to contribute 8% of his/her salary toward the employee's retirement contribution of CalPERS. Contribution rates for "new members" hired on or after January 1, 2013, may vary per Public Employees' Pension Reform Act (PEPRA).

The Court is required to offer the same retirement formula and contract as provided Sutter County employees. For employees hired by the Court prior to November 16,

2011, the County retirement formula is 2.7% at age 55 with the salary component of the retirement calculation based generally upon the employee's highest annual compensation.

For employees hired by the Court on or after November 16, 2011, but prior to January 1, 2013, the County retirement formula is 2.0% at age 60 with the salary component of the retirement calculation based generally upon the employee's highest average annual compensation over three consecutive years of employment.

For employees hired by the Court on or after January 1, 2013, and who are "new members" of CalPERS under statutory law, the normal County retirement formula is 2.0% at age 62 with the salary component of the retirement calculation based generally upon the employee's highest average annual compensation over three consecutive years of employment.

These formulas and other public pension issues, such as minimum contribution rates for "new members" as defined by law, are subject to the provisions of the California Public Employees' Pension Reform Act of 2013 and are subject to change without Court approval. Employees are encouraged to contact CalPERS directly with questions regarding any issues with prior service credit and their specific level of benefits.

Upon retirement from the Court under CalPERS, any sick leave accumulation for sick leave may be converted as service time, in accordance with the CalPERS formula, unless otherwise precluded by law.

ARTICLE VI – TIME OFF

6.1 Use of Sick Leave

An employee who, while on approved vacation for which the employee has requested paid vacation leave, experiences a medical emergency or a medical emergency of their spouse, domestic partner, child, step-child, or person for whom the employee is a legal guardian, may request to convert their vacation leave to sick leave to attend to the emergency. Additionally, employees on pre-approved vacation who are required to cancel their vacation plans due to a medical illness or injury, or the medical illness or injury of their spouse, domestic partner, child, step-child, or a person for whom the employee is a legal guardian, may request to convert their vacation leave to sick leave to attend to the medical illness or injury.

Only time actually relating to the emergency or medical illness or injury may be converted. This conversion will only be granted after satisfactory proof is submitted and agreed upon by the Court Executive Officer or his/her designee. Satisfactory proof will be verification from a licensed health care provider for all absences due to the emergency or medical illness or injury.

For the purposes of this section, "emergency" is defined as any medical event resulting in hospitalization of any length of time and "medical illness or injury" is defined as a medical condition that requires treatment by a licensed health care provider.

6.2 Bereavement Leave

This leave of absence will be granted to any employee who requires time off due to the death of a spouse, domestic partner, mother, father, mother-in-law, father-in-law, sibling, child, stepchild, grandchild, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or person for whom the employee is legal guardian.

All regular full and part-time employees will be granted up to five (5) days paid time off per death of spouse, domestic partner, mother, father, sibling, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law or person for whom the employee is legal guardian. All regular full and part-time employees will be granted up to three (3) days paid time off per death of brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Requests for leaves for the death of any other person or for leaves of longer duration, will be considered on a case-by-case basis and require the approval of a supervisor.

Any employee, with approval, may use available paid leave for additional time off. Upon request, employees must provide the Court with verification of the family member's death. Bereavement leave must be used within six (6) months of the death of the family member. Use of bereavement after six (6) months can occur with the approval of the Court's CEO.

Upon separation, employees will not be paid for unused bereavement leave.

6.3 Flexible Work Schedule

A non-exempt Court employee's regularly scheduled workday is from 8:00 a.m. to 5:00 p.m. An employee may request one of the following flexible work schedules: (1) 8:00 a.m. to 4:30 p.m. with a one-half (1/2) hour lunch period; or (2) 8:30 a.m. to 5:00 p.m. with a one-half (1/2) hour lunch period. Requests must be in writing, to the employee's supervisor, and demonstrate an actual need for the requested schedule. Requests will be granted at the discretion of the supervisor, Court Manager, and/or Court Executive Officer, only if the employee meets the qualifications, listed below. An employee granted a flexible schedule must maintain that schedule for three (3) consecutive months. At the conclusion of three (3) consecutive months, an employee seeking continuation of a flexible schedule must submit another request.

Qualifications:

An employee qualifies for a flexible schedule, as defined above, if he/she demonstrates an actual need due to family commitments such as child or elder care; carpooling needs; schooling; or any such other need that is agreed upon by the Court and the employee.

6.4 Vacation

6.4.1 Eligibility and Accrual

All regular full and part-time employees begin earning vacation benefits on the date of hire.

Part-time employees shall accrue vacation, pro rata, according to the number of hours worked.

Vacation shall accrue at this rate during paid status.

Years of Employment	Accrual Rate	Annual Accrual	Max. Accrual
Less than 5	<u>.04616</u> hours for each paid hour	<u>96</u> Hours (<u>12</u> Days)	<u>192</u> Hours
5 to less than 10	<u>.06154</u> hours for each paid hour	<u>128</u> Hours (<u>16</u> Days)	<u>256</u> Hours
10 to less than 15	<u>.0731</u> hours for each paid hour	<u>152</u> hours (<u>19</u> Days)	<u>304</u> Hours
15	<u>.0808</u> hour for each paid hour	<u>168</u> hours (<u>21</u> days)	<u>336</u> Hours

Effective January 1, 2022, vacation accruals may not exceed two (2) times an employee's annual accrual. Once this maximum accrual is reached, the employee will no longer accrue vacation benefits. An employee will once again accrue vacation benefits after the employee has taken vacation and accrued hours have dropped below the maximum.

6.4.2 Vacation Approval and Scheduling

All vacations must be approved in advance by the employee's supervisor. Supervisors shall respond to all requests within a reasonable period of time. Approval will depend on whether the request can be accommodated within the court's workload requirements.

During certain times of the year when numerous vacation requests are received, the possibility exists that not all requests can be granted. Generally, vacation requests will be accommodated according to the operational needs of the court and the order and priority of the requests received. The court will also attempt to ensure that employees whose vacation requests are not approved will receive priority assignment in subsequent requests.

6.4.3 Pay in Lieu of Vacation

No employee will receive pay in lieu of vacation except on the termination of employment (see section 6.1.7) unless included as a part of a documented benefits package as approved by the Court Executive Officer or specifically permitted under the terms of a Memorandum of Understanding with a recognized employee organization.

6.4.4 Vacation Benefits During Leave of Absence

No vacation is accrued during an unpaid leave of absence. Vacation benefits will accrue again when an employee returns to work. Employees who are in unpaid status during any portion of a pay period shall receive pro-rated vacation accrual.

6.4.5 Vacation Advances

An employee is not permitted to borrow on future vacation benefits.

6.4.6 Holidays Occurring During Vacation

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

6.4.7 Vacation Pay Upon Termination

Upon termination of employment, the employee is paid for all accrued vacation at the employee's base rate of pay at the time of termination.

6.5 Floating Day Off

Lincoln Day (February 12 or date Lincoln Day is observed, if February 12 falls on a weekend), will not be a Court holiday for employee purposes, but will consist of a regular workday, though the Court will be closed to the public. In lieu of Lincoln Day, Employees actively employed as of February 12 of a given calendar year will receive one "floating day off" per that calendar year (January 1 to December 31). Employees must request their "floating day off" from their supervisor at least one week in advance. Floating days off must be used within the calendar year and do not roll over to subsequent years. Any employee not utilizing a floating day off within the calendar year forfeits their floating day off. Floating days off are not subject to cash out.

This provision will cease operation in the event the following occurs:

The JCC, State Legislature, or any other governing body implements mandatory closure of the Court for one or more days per year in addition to the days the Court is closed to the public for Court holidays.

ARTICLE VII – SICK LEAVE

The parties acknowledge that pursuant to the below MOU language, employees covered by this MOU are not “employees” as defined by California Labor Code 245.5(a)(1), under the Healthy Workplaces, Healthy Families Act of 2014, as amended (also known as HWA).

7.1 Eligibility and Accrual

All regular full and part-time employees begin earning sick leave on the date of hire.

Regular full-time employees earn one sick leave day per month, up to a maximum of twelve (12) sick leave days per year, while on paid status. Part-time employees earn sick leave days on a *pro rata* basis according to the number of hours worked. Employees may carry over accrued sick leave from one calendar year to the next. Employees do not earn sick leave during any unpaid leave of absence.

For the first three (3) days, (24 hours) of sick leave requested/used of each calendar year:

- Employee may request sick leave either verbally or in writing;
- Shall not have their request/use of sick leave accruals denied; and
- Employee shall not be required to provide a doctor’s note or other proof of reason for sick leave use.

7.2 Use of Sick Leave

Sick leave may be taken for an employee’s personal illness, a medical emergency, a disability, or for that of a covered family member or medical leave as described in the court’s policy. Sick leave may also be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s covered family member.

A covered family member includes any of the following:

- Child

A child means a biological, adopted, foster, step, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

- Parent (or parent-in-law)

Parent is defined as a biological, foster, adoptive, step, legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

- Spouse or registered domestic partner.
- Grandparent

- Grandchild
- Sibling

Paid sick leave may also be used for an employee who is a victim of domestic violence, sexual assault or stalking. An example would be to: (1) obtain restraining orders or other relief to ensure safety of victim or child; (2) seek medical attention; (3) to obtain services from a domestic violence shelter, program, or rape crisis center; (4) obtain psychological counseling; or (5) participate in safety planning or other safety measures, including relocation.

Additionally, hours absent for medical and dental appointments will be treated as sick leave.

The court retains the right to request verification from a licensed healthcare provider for all absences due to illness or disability or when there is reason to suspect misuse of sick leave (e.g., the court obtains information that the employee is using sick leave for an unauthorized purpose). Sick pay may be withheld if the employee does not provide a satisfactory verification.

7.3 Approval of Sick Leave

Employees who are unable to report to work due to illness or injury are to notify their supervisor before the scheduled start of their workday. Their supervisor must also be contacted on each additional day of absence, unless other arrangements have been made with the supervisor.

Whenever possible (e.g., for a scheduled doctor's or dentist's appointment), employees must seek approval from their immediate supervisor before taking their sick leave. Employees must make reasonable efforts, in coordination with their supervisor, to schedule paid sick leave in a manner that provides for adequate coverage and does not unduly disrupt the court's operations.

7.4 Compensation for Sick Leave

Eligible employees will receive pay at their normal rate of pay for any sick leave taken. No employee will receive pay instead of sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon termination of employment.

7.5 Coordination of Sick Leave Benefits with Other Benefits

The court will pay sick leave benefits to an eligible employee during the normal three-day waiting period before the employee is paid workers' compensation benefits pursuant to applicable law governing industrial injury or illness.

The court will also pay sick leave benefits during the normal seven-day waiting period before the eligible employee is paid benefits from either state unemployment disability or other insured unemployment disability plan.

Following the three-day and seven-day waiting periods specified above, an employee will continue to receive accrued sick pay, less the disability benefits actually received. Other paid leave may be integrated with disability benefits. Coordination of benefits shall not result in the employee receiving more compensation than their regular salary.

ARTICLE VIII – WORKWEEK and OVERTIME PAY

8.1 Workweek

The court's standard work week is a forty (40) hour work week, Monday through Friday, from 8:00 a.m. to 5:00 p.m. with up to a one-hour unpaid lunch as scheduled by the supervisor. Employees may be permitted to adjust their work hours on occasion within the forty (40) hour work week with the approval of their supervisor. Any adjustment that is ongoing must be approved under Section 6.3 – Flexible Work Schedule. Any adjustment that would result in an employee working four (4) hours or less on any standard workday must be approved by the Court Executive Officer or designee.

Employees are provided two (2) fifteen-minute paid break periods, one in the morning and one in the afternoon.

Part-time employees are provided breaks and lunch according to their schedule.

For purposes of computing overtime pay, each workweek begins at 12:01 a.m. on Saturday.

8.2 Overtime Pay

8.2.1 Overtime Definitions and Rates of Pay

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours.

All non-exempt employees who work more than forty (40) hours in one workweek will receive overtime pay or compensatory time. Overtime pay will be computed at the rate of one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in any one workweek. Compensatory time off (CTO) in lieu of overtime will be computed at the rate of one and one-half (1½) hour for each hour of overtime worked.

Part-time, non-exempt employees will be paid at a straight time rate for any additional hours worked in excess of their normal work schedule, up to 40 hours in a workweek. Part-time, non-exempt employees who work in excess of forty 40 hours in a workweek will receive overtime pay or compensatory time.

For purposes of determining eligibility for overtime compensation, only hours actually worked in a given workweek will be counted.

8.2.2 Pre-Authorization of Overtime

Non-exempt employees must have prior approval before working overtime. The employee must complete a written request to work additional hours, and submit it to the appropriate supervisor for signature and forwarding to payroll. Under certain circumstances, such as courtroom proceedings that run late, authorization to work overtime will be presumed to have been given. If additional overtime is necessary, the employee must request authorization and the court shall furnish employees with after-hours telephone numbers in order to request authorization.

Failure or refusal to work scheduled overtime or working overtime without prior authorization from the supervisor, may result in disciplinary action, up to and including, termination of employment.

8.2.3 Makeup Time

Non-exempt employees may make up work time that is or would be lost as a result of personal obligations if the makeup time is performed during the same workweek in which the work time is lost. A non-exempt employee will only be permitted to make up work time if the employee submits a signed written request and the employee's direct supervisor approves the makeup time in advance. Employees may make up time within the same workday with approval from their supervisor.

8.2.4 Compensatory Time Off (CTO)

Employees' may elect to receive compensatory time off (CTO) in lieu of overtime at the rate of one and one-half (1 ½) hours for each hour of overtime worked. CTO may not be accrued in excess of eighty (80) hours at any given time. A represented employee will have been deemed to have elected CTO in lieu of overtime pay when the applicable recognized employee organization agrees in advance that represented employees will accept CTO in lieu of overtime.

The time when CTO may be taken is at the discretion of the employee's supervisor. CTO must be utilized prior to the utilization of any vacation leave and should be within twenty-six (26) pay periods following the period in which it was earned. In the first pay period in December, the Court will pay out to the employee, at the employee's regular rate of pay, any CTO that has been on the books for one year or longer.

Upon separation, the employee will be paid for any outstanding CTO.

ARTICLE IX – GRIEVANCE PROCEDURES

9.1 Definitions

Grievance: For the purposes of this section, a grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of the Personnel Manual, MOU, and any side letters, or other written policies which adversely affect the grievant, excluding any claimed misapplication, misinterpretation, or violation of the court's rules governing hiring, promotion, transfer, and/or classification. Any claimed misapplication, misinterpretation, or violation of the court's rules governing hiring, promotion, transfer, and/or classification is governed by section 2.9 of the Personnel Manual.

Grievant: A grievant is a represented employee in a recognized bargaining unit or the Union who is filing a grievance.

9.2 Consolidation of Grievances

Alleged violations, misapplications, or misinterpretations which affect more than one grievant in a substantially similar manner may be consolidated at the discretion of management and the Union as a group grievance and thereafter represented by a single grievant or the Union.

9.3 Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing. However, the time limit for the court to perform any action specified in each step of the procedure may be extended for any period of time the person required to take action is away from the court for legitimate judicial branch business or for sick, vacation, or other leave, not to exceed fifteen (15) workdays.

Without good cause, the failure of a grievant to observe a time limit shall terminate the grievance. Failure of the court to observe the time limits shall give the grievant the right to move the grievance to the next level.

9.4 First Step Informal Resolution

Within seven (7) workdays from the event giving rise to a grievance or from the date the grievant could reasonably be expected to have had knowledge of such event, the grievant or the Union shall orally discuss the grievance with the immediate supervisor. The parties agree to settle complaints at the lowest possible level. The supervisor shall have seven (7) workdays to provide an answer to the grievant and the Union.

9.5 Second Step

If the grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within seven (7) workdays of receipt of such answer, file a formal written grievance with the next level supervisor. Such written grievance shall:

- (a) Fully describe the grievance and how the court adversely affected the grievant;
- (b) Cite to the rule, regulation, resolution, ordinance, policy or provision that has allegedly been violated;
- (c) Indicate the date(s) of the incident(s) grieved; and
- (d) Specify the remedy or solution to the grievance sought by the grievant.

9.6 Response to Second Step

The supervisor shall, within seven (7) workdays give a written response to the grievant and the Union. The response shall include a complete statement of the supervisor's position and the facts upon which it is based, and the remedy or correction offered, if any.

If the grievant is not satisfied with the supervisor's written answer, the grievant may refer the grievance to the Court Executive Officer within seven (7) workdays from receipt of the answer.

9.7 Third Step

Within seven (7) workdays after receiving the grievance, the Court Executive Officer shall meet with the grievant to discuss the grievance. The Court Executive Officer shall give a written decision to the grievant within seven (7) workdays after the discussion.

If the grievant is not satisfied with the written response from the Court Executive Officer, the grievant may appeal the grievance to a hearing panel as described in section 9.8.

9.8 Fourth Step

A Request for Hearing before a hearing panel shall be filed with the Court Executive Officer within seven (7) workdays of the receipt of the written decision of the Court Executive Officer. Upon receipt of the written request, the Court Executive Officer shall notify the Union of the need to select a hearing panel. The hearing panel shall consist of three persons. One person shall be selected by the court, one shall be selected by the Union or the grievant if the grievant pursued the grievance against the advice of the Union. The third person shall be selected by agreement from a list of at least three persons that is jointly prepared by the Court Executive Officer and the Union annually. If the parties cannot agree on persons from the list, the third person shall be appointed by the State Mediation and Conciliation Service, a division of the

Public Employment Relations Board as of July 1, 2012, unless the parties agree otherwise.

The hearing panel shall, within ten (10) workdays after the hearing, issue a written decision that shall be final and binding.

The court and the Union shall share the costs of the hearing panel equally, unless the grievant pursued the grievance against the advice of the Union. If the grievant pursued the grievance against the advice of the Union, the grievant and the court shall share the costs of the hearing panel equally.

9.9 General Provisions

At each step of the procedure, a copy of the response shall be forwarded to the Union and the court's Human Resources office at the same time the response is sent to the grievant.

If a court reporter is requested, the requesting party is obligated to pay for the services of the court reporter. The costs of transcript copies shall be borne by those parties requesting copies.

Employees who file a grievance are in no manner excused or exempt from performance standards of the job. Job performance standards will be maintained throughout and following any action undertaken as a result of this grievance procedure.

Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

By agreement, the parties may modify the sequence of steps and change the grievance procedures.

By agreement, the parties may use the list prepared pursuant to policy 12.1.6 for the grievance hearing panel.

9.10 Settlement

At any time the grievant and the court may settle a grievance on such terms as are mutually agreeable, provided that, unless the Union is participating in the grievance, no settlement shall violate the terms of the Memorandum of Understanding. Settlement shall terminate the grievance process.

ARTICLE X – 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 quarterly, 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.

ARTICLE XI – MISCELLANEOUS PROVISIONS

11.1 No Strike or Lockout

During the term of this Agreement, the employees shall not withhold their labor or engage in other conduct to disrupt the operations of the Court and there shall be no lockout by the Court.

11.2 Funding Contingency

The Court's obligation to perform the monetary provisions of this MOU is contingent on receipt of funding from the Administrative Office of the Courts and, if necessary funding is not approved or appropriated, the Court shall be relieved of its economic obligations hereunder and the parties shall resume bargaining on all economic issues.

11.3 Severability

In the event that any provision of this MOU should be found by a Court of competent jurisdiction to be unenforceable, the finding shall have no effect on any other provision.

11.4 Whole Agreement

Both parties agree that this MOU concludes all negotiations and conferences required pursuant to Government Code section 71600 et seq. and sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding, practice or MOU between the parties, formal or informal, is hereby superseded or terminated in its entirety.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained in this MOU shall be binding upon the parties, unless it is made and executed, in writing, by both parties.

ARTICLE XII – TERM OF MOU

This MOU shall become effective December 1, 2022, and upon approval by the Court and the Union, and it shall supersede any extension of the previous MOU. This MOU shall remain in full force and effect until November 30, 2025.

In WITNESS WHEREOF, the Court and the Union hereunto affix their signatures this

30th day of November, 2022.

UNITED PUBLIC EMPLOYEES:

By: 

John Bonilla, Business Agent, UPE

By: 

Jennifer Lambert., Court Clerk III

By: 

Shara Hunter, Court Clerk III

By: 

Tucker Walden, Court Clerk I

By: 

Warren Simpson, Court Services Technician

SUTTER COUNTY SUPERIOR COURT:

By: 

Stephanie Hansel, Court Executive Officer

EXHIBIT A

The Court's represented positions are as follows:

General/ Professional

- Accounting Technician
- Building Services Coordinator
- Court Attendant I, II
- Senior Court Attendant
- Court Clerk I, II, III, IV
- Custodian
- Court Information Systems Analyst I, II, III
- Court Services Technician
- Self Help Center Coordinator
- Family Court Mediator/Investigator I, II
- Information Technology Technician I, II

EXHIBIT B

Court attendants may purchase required items from a retailer of choice.

Uniform Items

edwardsgarment.com *				
SHIRT- White	Unisex			
Long Sleeve	1276-000	\$32.50		
Short Sleeve	1226-000	\$30.50		
Long Sleeve	1275-000	\$29.90		
Short Sleeve	1225-000	\$27.50		
PANT-Charcoal or Black	Men's		Women's	
Flat Front	2595-056	\$35.00	8591-056	\$35.00
Skirt -Black (not required)			9711	\$45.00
BLAZER-Navy or Black	3500-017	\$77.00	6500-017	\$77.00
Belt-Black (any retailer)		\$25.00		
Tie- Charcoal or Black (any retailer)		\$20.00		

* Edwards Garments is provided as a benchmark option for security staff apparel.