

MEMORANDUM OF UNDERSTANDING

Between

Superior Court of California County of El Dorado



And

United Public Employees Court General Bargaining Unit



**TERM: DECEMBER 30, 2020
THROUGH
OCTOBER 31, 2023**

MEMORANDUM OF UNDERSTANDING

COURT GENERAL BARGAINING UNIT

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MEMORANDUM OF UNDERSTANDING

ARTICLE 1. RECOGNITION

Section 1. Recognition

The Court recognizes the Union as the exclusive representative for all employees working in the Court General Bargaining Unit, for the purposes of collective bargaining and the handling of all matters within the scope of this agreement and concerning terms and conditions of employment as required by law.

Section 2. Authorized Agents

For the purpose of administering the terms and provisions of this M.O.U., the following authorized agents have been designated:

Superior Court of California County of El Dorado

Court Executive Officer
2850 Fairlane Court, Suite 110
Placerville, CA 95667

United Public Employees

9333 Tech Center Drive, Suite 300
Sacramento, CA 95826

The Union shall provide in writing to the Court and be responsible for keeping current the name, address and telephone number of the designated representative and a list of persons authorized to act on its behalf or receive service in its name.

ARTICLE 2. TERMS AND CONDITIONS

Section 1. Negotiation and Ratification

United Public Employees (herein referenced to as "Union") and representatives of the Superior Court of California, County of El Dorado (herein referenced to as "Court") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Court General (GE) Bargaining Unit, pursuant to the Trial Court Employment Protection and Government Act (California Government Code Sections 71600 et seq.)

Section 2. Cancellation of Other Agreements

This M.O.U. cancels all previous M.O.U.'s and side letters. Court Policy, Rules of Court and other Court Policies and Procedures shall remain in force and effect other than where superseded by specific provisions of the existing M.O.U.

Section 3. Complete Understanding

The parties acknowledge that this M.O.U., together with all referenced documents incorporated herein, set forth the complete, exclusive and integrated understanding of the parties which supersedes all proposals or prior agreements, oral or written, side letters and all other prior communications between the parties relating to the subject matter of the Agreement.

Section 4. Full Understanding, Modification, Waiver

Neither party shall be obligated to meet and confer during the term of this Agreement on any matter covered herein during the term of this Memorandum of Understanding. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the Court and the Union. Unless specified otherwise, any such changes validly made shall become a part of this Agreement and subject to its terms. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Section 5. Severability

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Section 6. Successor Agreement

Should either party desire to commence the meet and confer process regarding a successor MOU, they shall notify the other party in writing no later than 90 days prior to the expiration of this agreement.

ARTICLE 3. COURT RIGHTS

The Superior Court of California, County of El Dorado (Court) retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this M.O.U., except as expressly limited by a specific provision of this M.O.U. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Court and not abridged herein, include, but are not limited to, the following; to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the

discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by Court employees and the services to be provided; to classify positions, to establish initial salaries of new classifications in non-court GE bargaining unit; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Article is intended to alter the post-agreement rights of the respective parties as established by law to meet and confer on changes which would affect the wages, hours, and other terms and conditions of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

ARTICLE 4. UNION RIGHTS

Section 1. Communications with Employees

The Union shall be allowed by Court, in which it represents employees, use of available bulletin board space for communications having to do with official organization business. All material posted shall be in good taste and shall not malign the Court or its representatives. Such use shall not interfere with the legitimate needs of the Court. The designated representative of the Union shall give notice to the Court Executive Officer or his/her designee when contacting Court employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Non-duty hours are defined as before or after work, lunch periods and rest break periods.

Section 2. Use of Court Facilities

Court facilities may be made available for use of the Union or its representatives during non-duty hours in accordance with such administrative procedures as may be established by the Court Executive Officer.

Section 3. Notification of New Hires and New Employee Orientation

Based on the requirements of California Government Code Section 3555, et seq., the Court and Union agree that a brochure or packet will be made available to each new employee appointed to a classification covered by this M.O.U. during the orientation process. This brochure or packet shall be prepared by authorized representatives of the Union. The Union will bear the cost of the preparation of the materials.

The Court shall provide 10 days' notice in advance of orientation.

To the extent the information is available on file, the Court shall provide to the Union: (1) name, (2) job title, (3) department, (4) work location, (5) work telephone number, (6) home telephone number, (7) personal cellular telephone number, (8) personal email address, and (9) home

address of any new employee in the bargaining unit within 30 days of hire or by the first pay period of the month following hire. Also the Court shall provide the Union with a list of this information for all employees in the bargaining unit at least every 120 days.

The information under this section shall be provided in a manner consistent with Sections 6254.3 and 6207 of the California Government Code as well as the employee privacy requirements described in *County of Los Angeles v. Los Angeles County Employee Relations Com.* (2013) 56 Cal.4th 905.”

Section 4. Attendance at Meet and Confer Sessions

Court employees who are official representatives of the Union shall be given reasonable time off with pay to attend formal meet and confer sessions with management representatives per California Government Code section 71635. The Union shall notify the Court Executive Officer or designee of the names and departments/work locations of employees who are official representatives of the Union. Such representatives shall notify their supervisor of the dates of excused absences as soon as possible after a meeting has been scheduled. Three (3) employees shall be released for such purposes unless the parties agree that there is a reasonable need to release additional employees.

Section 5. Dues, Deduction and Indemnification

For the duration of this MOU and by way of payroll deductions, the Court agrees to deduct and remit to the Union all authorized deductions from employees who have signed and approved authorization cards for such deductions in the form provided.

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

The Court agrees to advise the Union no later than ten (10) working days prior to the commencement of employment of all new employees, or as soon as possible if commencement of employment is less than ten (10) working days from acceptance of the conditional offer of employment.

The Union expressly agrees to defend, indemnify and hold the Court harmless from any and all claims, demands, costs (including any costs incurred by the Court in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the Court in the implementation or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the Court based upon or related to this Section. Further, in the event that the Court undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses including any costs incurred by the Court in defense of a lawsuit.

Section 6. Non Discrimination

The Employer agrees not to discriminate against any employee for his/her activity on behalf of, or for his/her membership in the Union, provided however, such activity is conducted in

accordance with this Memorandum of Understanding and their rights under Government Code Section 71631.

Section 7. Steward Release Time

Union Stewards shall be granted reasonable release time without loss of pay or benefits to engage in approved labor/employee relation matters. In all cases of release time, the employee shall notify the employee's supervisor of the need for such release time and secure permission from the supervisor before leaving a work assignment. Such permission shall not be unreasonably denied. When release time is granted, the employee shall provide a leave slip to the supervisor.

ARTICLE 5. NON-DISCRIMINATION

No employee shall be discriminated against on the basis of race, religion, creed, color, age (40 and over), ancestry, national origin, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, disability (mental and physical), military or veteran status or lawful organizational activities against any employee covered hereby by the Union or the Court; and, to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability. Claims of discrimination shall be filed with the Court's Human Resources Office and/or with the appropriate state or federal agency. This section is specifically excluded from Article 14: Grievance Procedure.

The Court encourages all employees to bring allegations of discrimination/harassment to the attention of their supervisor, a manager, the Executive Office or Human Resources Office. Nothing in this Article, however, shall be construed to waive an individual's rights to other remedies guaranteed by law.

ARTICLE 6. WAGES & OTHER RELATED ISSUES

Section 1. Salaries

- A. Classifications within the Court GE Bargaining Unit shall receive the salaries as set forth in Appendixes "A".
- B. During the term of this MOU, the Court has the nonappealable right to increase compensation for classifications covered by this Agreement.
- C. The Court GE Bargaining Unit shall receive one-time lump sum payment as listed below:
 - 1. \$1,125.00 one-time lump sum payment effective on the last pay period in July 2021.
 - 2. \$1,125.00 one-time lump sum payment effective on the last pay period in July 2022.

Lump sum payments are subject to Federal and State income taxes, as required by law.

- D. Contingency: The Court GE Bargaining Unit shall receive a three percent (3%) increase effective on the first full pay period after January 1, 2023 if the following two (2) conditions are met:

(1) The Court's Trial Court Trust Fund (TCTF) Baseline Reductions of FY 2020/2021 and FY 2021/2022 are fully restored in FY 2022/2023.

(2) The Court receives \$174,000.00 in new unrestricted general funding in its FY 2022/2023 TCTF Base Allocation, after funding restoration in D(1) has occurred.

Within 30 days of receiving its approved FY 2022/2023 TCTF Base Allocation notification from the Judicial Council of California, the Court will provide a copy to the Union, as well as its determination on whether the two (2) conditions have been met.

(3) If the contingency is not met, the Court GE Bargaining Unit will receive a \$500.00 one-time lump sum payment effective on the first full pay period in January 2023.

Section 2. Salary Resolution

A salary range consisting of five steps shall be assigned to all classifications.

A. Entrance Salary

Except as provided by the Court's Personnel Policies, the entrance salary for a new employee will be the first step of the range, for the class to which he/she is appointed.

B. Salary Step Increases

1. After completion of thirteen (13) biweekly pay periods of service which meets standards at step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first increase shall be after completion of twenty six (26) full pay periods of service which meets standards.
2. After the completion of twenty six (26) biweekly pay periods of service which meets standards in each of the salary steps above step 1, and upon the recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary range of that classification until the top of the range is reached.
3. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.
4. A change in an employee's salary because of promotion or upward reclassification will set a new anniversary date for that employee. The salary anniversary date for an employee shall not be affected by a transfer, downward reclassification or a demotion. Salary range adjustments for a classification will not set a new salary anniversary date for employees.
5. Unless otherwise provided for herein, the Court's Personnel Policies and Procedures shall apply and determine anniversary dates, pay change dates, etc.

C. Leave Without Pay

Authorized leave without pay shall not extend an employee's date of eligibility for longevity pay increases and vacation accrual rates. Notwithstanding Article 6, Section 2.B.1. & 2.B.2., an employee's eligibility for merit salary step increase shall be extended commensurately for each full pay period an employee is on authorized leave without pay except as provided by law.

D. Salary Status Upon Reemployment

A full time or part time employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within two years of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Court's Personnel Policies and Procedures. For purposes of vacation accrual and longevity pay, such employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation.

A full time or part time employee who resigns in good standing and is re-employed by the Court in a classification in a different class series or a higher class from which the employee resigned shall, for purposes of vacation accrual and longevity pay, receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation.

ARTICLE 7. DAYS AND HOURS OF WORK, PREMIUMS & BONUSES

Section 1. Work Schedule

- A. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County. The workweek for employees covered by this agreement and assigned to a regular (not alternative) schedule shall begin at 12:01 a.m. Saturday and end at 12:00 midnight the following Friday. The employees' workweek shall consist of forty (40) working hours during the said seven (7) day period.
- B. The Court agrees to assign employees to a regular work schedule. The change in schedule will be based on operational and/or business need as determined by the Court. If the change is of short term duration, i.e., less than two (2) weeks, the Court agrees to give employees a minimum of a five (5) working day advance notice of work schedule changes unless agreed to by the employee and the Court.
- C. Except in an emergency, departments which determine to change a work schedule on a long term basis (for more than two (2) weeks) from a standard work schedule to an alternate work schedule (e.g., 4/10s, 9/80s) or from an alternative work schedule to a

standard work schedule (5/8s), or to a different alternative work schedule, the department shall give notice to the affected employee(s) and union and provide the opportunity to meet with the department to discuss the proposed change. Implementation of such change will not occur prior to two (2) full pay periods from the date of notice to the union and employee(s) unless agreed to by affected employee(s).

- D. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.
- E. Full-time Employees shall work eight (8) hours per day, five days per week unless an alternative work schedule is approved in accordance with the procedures set forth herein.
- F. The Court Executive Officer at his/her discretion may approve alternative work schedules. Alternative work schedules proposed by the Union shall be submitted to the Court Executive Officer. Court initiated alternative work schedules shall be submitted to the Union. Upon request by the Union, management shall discuss any proposed alternative work schedules before reaching a decision on implementation. Decisions on implementation and the reasons therefore shall be communicated to the Union.

Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the individual department but shall generally occur near the middle of each four (4) hour shift. Rest periods are not accumulative and if not taken during the four (4) hour shift, are lost. Rest periods if not taken are lost and may not be accumulated to extend lunch hours or to shorten the workday. Neither shall any additional pay accrue to an employee who misses or loses a rest period.

- G. All full time employees covered by this agreement shall be entitled to a lunch period during which they shall be relieved of their duties. Lunch periods will be at least thirty (30) minutes and not more than one (1) hour as mutually agreed to between the employee and their supervisor. In the event that an employee and his or her supervisor cannot mutually agree to either the length of the lunch period or the time of the lunch period, the supervisor shall designate such time and schedule to meet the needs of the Court. Generally, lunch periods shall be scheduled at the middle of the employees' shift or as close as practicable.

Section 2. Overtime

- A. Authorization: The Court Executive Officer or designee may require and shall authorize the performance of any overtime work in advance of being worked. The Court will make a good faith effort to assign overtime work equitably among all qualified employees within the same department/work location. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day.
- B. Definition: Except as provided in Section 4 below, overtime shall be defined as any authorized time actually worked beyond 40 hours in a defined work week. "Time worked" shall be defined to not include holidays, administrative leave, vacation, authorized

compensatory time off, sick leave for work related illness or injury and sick leave, or any other paid and/or unpaid leave.

- C. Compensation: Overtime shall be compensated at one and one half (1-1/2) times the employee's basic hourly rate of pay, or at the employee's request and with the Court's approval, compensating time off (CTO) may be taken at the rate of one and one half (1-1/2) times off for each hour worked in lieu of overtime pay.
- D. When a full time employee is required to work on a Court holiday which is scheduled as a holiday day off for employees (not to include Court holidays in which employees are scheduled to work in exchange for a floating holiday), the employee shall be entitled to overtime compensation for actual hours worked and regular rate of pay for the holiday. (Example: An employee required to work eight (8) hours on a holiday would receive eight (8) hours at time and one half and eight (8) hours at the regular rate of pay, or two and one half (2 1/2) times normal rate.
- E. Accumulation and Use of Compensatory Time Off:
 - 1. Use of accumulated CTO shall be at a time mutually agreeable to the Court and the employee.
 - 2. Accrual of CTO shall be limited to 80 hours. Employees will cease to accrue compensatory time off once their balance reaches 80 hours.
 - 3. All unused compensatory time will be paid off in the event of promotion, transfer to a management or exempt classification, or upon separation from employment.
 - 4. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.
- F. Other Provisions
 - 1. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee. During the forty (40) hour workweek employees shall have the option of adjusting their hours instead of receiving overtime or CTO.
 - 2. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off taken may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit step increases.
 - 3. Overtime shall be paid in accordance with these rules and the provision of the Fair Labor Standards Act.

Section 3. Longevity Pay

Longevity pay shall be granted for continuous service with the Court as follows:

Longevity Step 1:	After 10 complete years	2% of base salary
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Longevity Step 2:	After 15 complete years	4% of base salary*
Longevity Step 3:	After 20 complete years	7% of base salary*

* Represents total amount (not cumulative) of longevity granted; 2% for longevity step 1; 2% for longevity step 2; and 3% for longevity step 3.

Longevity pay increases shall be based upon continuous service with the Court in an allocated position and shall be effective on the first day of the biweekly pay period following completion of the required period of service.

Base salary is defined as the hourly rate as listed in the Salary Resolution for the employee's classification and step.

For employees hired prior to July 1, 2004 continuous service is defined as continuous employment with the Court and the County of El Dorado (in conjunction with 1/1/2001, per S.B. 2140). For employees hired after July 1, 2004 continuous service is defined as continuous employment with the Court only.

Longevity pay/steps will not apply to employees hired after May 18, 2013.

Section 4. Acting Pay Assignments

When an employee in a permanent position is assigned to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, and the employee works in such assignment for more than ten (10) workdays, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification pursuant to the Court's Personnel Policies & Procedures, under the following conditions:

- A. The employee is assigned to a program, service or activity which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent.

The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.

- B. Employees selected for the assignment must meet the minimum qualifications for the higher classification.
- C. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.
- D. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- E. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.

F. Allowable overtime pay will be paid on the basis of the rate of pay for the higher class.

Section 5. Bilingual Differential

When an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of Court services, an employee will be paid a bilingual differential of one dollar (\$1.00) per hour for all hours in pay status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the department head in writing as necessary to provide primary services to the public. In order to be eligible to receive such differential, an employee must demonstrate a language proficiency acceptable to the Court Executive Officer. Written authorizations may be reviewed and renewed annually.

This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES

Section 1. Court -Required Training

Education or training required by the Court shall be reimbursable at 100% or paid directly by the Court and shall take place on Court time if possible.

Section 2. Mileage Reimbursement

The rate of reimbursement for employees' use of private vehicles on Court business shall be the rate as determined by the Internal Revenue Service.

ARTICLE 9. EMPLOYEE BENEFITS & RETIREMENT

Section 1. Medical/Dental/Vision

A. Contributions: Effective the first full pay period in the calendar month following ratification of this MOU, the court will make the following employer semi-monthly contribution (24 pay periods per year). This contribution shall not exceed the total semi-monthly cost for the selected plan and employee coverage for healthcare and voluntary life:

Effective upon ratification of the MOU, the Court contribution towards medical/dental/vision benefit plan coverage will be as follows:

Employee Only -	\$513.00 per pay period
Employee + 1 –	\$1,018.00 per pay period
Employee +2 or more –	\$1,340.00 per pay period

Effective upon ratification of the MOU, the Court contribution towards dental and vision benefit plan coverage only (waiving medical coverage) will be as follows:

Employee Only -	\$33.19 per pay period
Employee + 1 –	\$56.99 per pay period
Employee +2 or more –	\$92.60 per pay period

Plan Year (Cash in Lieu)

The Court agrees to contribute a flat rate of one hundred dollars (\$100) per pay period to any employee in lieu of that employee participating in the Court's medical/dental/vision benefit plans. An employee who chooses to opt-out of the Court's medical/dental/vision benefit plans is required to show proof of other insurance to the Court prior to being eligible for the cash in lieu option.

The employee will continue to pay the employee's regular bi-monthly contribution plus any additional costs which are necessary when added to the Court contribution above, to pay the total cost of the Plan rate.

A-1. Health Care Premium Rate Change Discussion

The Court agrees to pay health care premium increases up to the Anthem PPO 250 benefit plan in calendar years 2022 and 2023 only.

For part-time employees, the Court will contribute a prorata share of the costs listed as specified in Article 9, Section 1.B. below. The sum of the Court and Employee Contribution shall constitute full payment, excluding deductibles, copayments, and other fees and charges as specified in the Plan.

For purposes of this section, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is eighty (80) hours of work in each pay period; a part-time employee is defined as an employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than eighty (80) hours of work in a pay period.

In order to be eligible for Court contribution, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving pay from work hours, compensatory time off, vacation or sick leave in accordance with Paragraph B. below. An employee who is receiving Worker's Compensation temporary disability shall be eligible for continuation of the Court's contribution until such time as eligibility for Worker's Compensation temporary disability ceases.

An employee who ceases to be eligible for Court Contributions must pay directly to the Court the full amount of employee and Court contribution in order to retain benefit coverage under the Health/Dental/Vision benefit plan.

The Court will not contribute toward the cost of any plan other than those specifically sponsored by the Court, except for the cash in lieu payment for medical waiver in Section 1A, effective 2012 plan year.

- B. Part-time Employees: Any part-time employee whose regular work schedule is more than thirty two (32) hours per pay period shall be eligible to participate in the health/dental/vision insurance programs on a prorata basis according to the following schedule.

1. The Court shall pay the full Court contribution to the health/dental/vision costs as specified in Article 9. Section 1.A. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is between sixty four (64) to seventy nine (79) hours per pay period on an ongoing basis; the Employee Contribution will be automatically deducted.
2. The Court shall pay seventy five percent (75%) of the Court contribution to the health/dental/vision costs as specified in Article 9. Section 1.A. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is forty (40) to sixty three (63) hours per pay period on an ongoing basis; the remaining twenty five percent (25%) of the Court Contribution plus the Employee Contribution will be automatically deducted.
3. The Court shall pay fifty percent (50%) of the Court contribution to the health/dental/vision costs as specified in Article 9. Section 1.A. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is thirty two (32) to thirty nine (39) hours per pay period on an ongoing basis; the remaining fifty percent (50%) of the Court Contribution plus the Employee Contribution will be automatically deducted.
4. Part-time employees whose regular work schedule is less than thirty two (32) hours per pay period shall not be eligible for participation in the Court health/dental/vision insurance program.

A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without changing the prorata contribution. The prorata contribution level may only be changed by amending the Payroll Personnel Form which documents the change to the ongoing work schedule. An employee who believes the employee's regular ongoing work schedule has been modified, can submit a written request to the Court to formally change the ongoing work schedule.

C. Enrollment

1. Employees may enroll themselves and their eligible dependents in accordance with the provision of the Plan.

Employees may opt not to be covered by a Court sponsored medical/dental/vision plan with certification and evidence of medical coverage under another group health insurance plan. In such case, the Court will provide the medical/ dental/vision coverage cash in lieu listed in Article 9. Section 1A.

D. Terms & Conditions

1. Court sponsored Medical/Dental/Vision plan coverage starts the first of the month following the date of hire unless employee hired on the first of the month in which case coverage starts on the day of employment. Medical/Dental/Vision Plan coverage is terminated on the last day of the month in which an employee terminates employment with the Court.

2. The parties agree that the Court Medical/Dental/Vision Plan is a Defined Benefit Plan, and that the Court is required to provide the specified benefits during the term of this M.O.U. regardless of the level of contribution by the Court and its employees.

E. Continuation of Medical/Dental/Vision Plan - Military Call-Up

An employee who is a member of the United States reserve armed forces or the National Guard and is called to or volunteers for active military duty in response to a call-up by the President of the United States as provided for by law, shall continue to be eligible for coverage under the applicable Medical/Dental/Vision plan, notwithstanding the employee's absence due to the call-up or ineligibility due to such absence as provided for by law.

The employee will be responsible for any contribution toward dependents coverage specified in the M.O.U. Pursuant to these provisions, the employee absent on military leave shall not be required to use accumulated paid leave in order to be eligible for continuation of coverage and the Court's contribution to the Medical/Dental/Vision plan.

Prior to being considered eligible for continued coverage under these provisions an employee shall be required to provide documentary evidence, satisfactory to the Court, of the employee's active duty status and shall also be required to notify the Court in writing within ten (10) days of the employee's return to inactive duty status. Upon the employee's discharge from active duty status, the standard provisions of Article 9 of this Memorandum of Understanding shall apply with full force and effect.

Section 2. Life Insurance

The Court shall provide a \$20,000 Group Life Insurance Plan for each employee who is regularly scheduled to work at least forty (40) hours per pay period. Accidental Death and Dismemberment coverage is included in this Plan.

Section 3. Long Term Disability

The Court shall provide a Long Term Disability (LTD) Insurance Plan with a maximum LTD benefit of \$7,000 per month for eligible employees.

Section 4. State Disability Insurance

The Court shall allow employees to integrate their sick leave and/or any accrued vacation or other paid leaves with their State Disability Insurance (SDI) benefit payment to provide up to 100% of the employee gross base salary. The individual employee shall pay the cost of State Disability Insurance.

Section 5. Plan Documents or Contracts Controlling

While mention may be made in this Memorandum of various benefits and provisions of benefit programs, specific details of benefits provided under the Court Health/Dental/Vision Plan, Life, Worker's Compensation and Long-Term Disability Programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the Court.

Section 6. Employee Assistance Program

The Court agrees to maintain the Employee Assistance Program for employees in the bargaining units.

Section 7. IRC 125 Plan

The Court agrees to provide an IRC 125 Plan for employees covered by this Memorandum of Understanding who are in the Court Health Plan for the sole purpose of providing for employee paid Health Plan contributions to be paid through the IRC 125 account.

Section 8. Retirement Issues

- A. 1959 Survivors Benefits – The Court will provide to employees Level 3 of the 1959 Survivors Benefits, as defined in PERS Section 21573. Each employee shall contribute ninety three cents (\$0.93) per pay period as required by PERS regulations. This benefit applies to employees currently enrolled in the 1959 Survivor Benefits option.
- B. Retiree Health Insurance Program – The Court agrees to maintain a Court Employee Retiree Health Insurance Program as follows:
 - 1. Retiree Health shall not apply to any employee hired on or after May 18, 2013. For employees hired before May 18, 2013, Retiree Health shall apply as described in paragraphs 2-3 below.
 - 2. An eligible employee who retires from Court service and from PERS within PERS requirements on or after January 1, 2017, and who has attained a cumulative total completed years of service (excluding extra help, provisional, seasonal, etc.) with the Court as specified below, shall be entitled to a monthly contribution as follows:

Level 3	20 or more years	\$350.00
Level 2	15 – 19 years	\$250.00
Level 1	12 – 14 years	\$150.00

The Parties have agreed, that in order to fund and maintain this Retiree Health Insurance Program, the salaries for all classifications in the Court GE Unit shall be reduced one percent (1%) beginning pay period 2, 2007. The Court shall use these “in-lieu of salary” funds to maintain the Retiree Health Insurance Program for eligible employees. Only eligible employees defined above who retire from the Court will be eligible to receive retiree health insurance contributions in accordance with this provision. Employees who separate from the Court, and/or are not eligible as specified above are not entitled to any payment, contribution or refund (i.e. no “vesting”).

ARTICLE 10. PAID LEAVES

Section 1. Holidays

- A. The following shall be the recognized holidays under this agreement:

1. January 1 - New Year's Day
2. January (Third Monday) - Martin Luther King Jr.'s Birthday
3. February 12 - Lincoln's Birthday*
4. February (Third Monday) - Washington's Birthday
5. March 31 - Cesar Chavez Day*
6. May (Last Monday) - Memorial Day
7. July 4 - Independence Day
8. September (First Monday) - Labor Day
9. October (Second Monday) - Columbus Day*
10. November 11 - Veteran's Day
11. November - Thanksgiving Day
12. November - Friday after Thanksgiving
13. December 25 - Christmas Day

In addition to which every day appointed by the President or Governor, upon concurrence by the Court Executive Officer, for a public fast, thanksgiving, or holiday shall also be considered as a holiday for purposes herein.

*Any currently defined holiday modified and/or eliminated by the Judicial Council will be converted to a floating holiday so that the Courts may be open as required by State law. For Court employees, in accordance with Government Code, section 6700, December 24 is not a designated holiday. Lincoln's Birthday, Cesar Chavez's Birthday and Columbus Day are designated holidays; however, the Court will remain open for internal Court business on those holidays. In lieu of the designated holidays on Lincoln's Birthday, Cesar Chavez's Birthday, Columbus Day and December 24, each full-time Court employee on payroll, effective the first full pay period of each payroll year, shall receive eight (8) hours for each floating holiday per calendar year [maximum of thirty two (32) hours] which may be taken off on a day mutually agreeable to the employee and the appointing authority. Each part-time employee shall be entitled to a prorated number of hours as defined in Section 1.C. below.

Floating holiday time bank of 32 hours will be replenished at the beginning of the year up to the maximum accrual of 32 hours.

- B. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday in lieu thereof. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday in lieu thereof. In years in which December 25th falls on a Saturday, the Court shall observe December 24 as a holiday (Friday).
 1. It is the intent of this section to give all full time unit employees the same number of days off [thirteen (13) eight (8) hour days] with pay for holidays.
- C. Regular employees shall be entitled to take all authorized holidays at their base pay, including longevity, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled work days immediately preceding and following the holiday. New employees who start after the first pay period shall receive floating holiday time equal to the number of floating holidays remaining in the calendar year. Part time employees shall be entitled to holiday pay in proportion to the percentage of full time hours worked during the biweekly pay period which includes a holiday.

Section 2. Vacations

Unit employees receive vacation benefits consistent with the provisions of the Court's Personnel Policy summarized below, subject to the provisions herein:

A. Accumulation Earned

1. Under four years employment: .03875 per hour on pay status (3.1 hours earned per full pay period paid).
Maximum accumulation of 240 hours.
2. Beginning the first full pay period following the fourth year anniversary of employment: .05875 per hour on pay status (4.7 hours earned per full pay period paid).
Maximum accumulation of 320 hours.
3. Beginning the first full pay period following the eleventh year anniversary of employment: .0775 per hour on pay status (6.2 hours earned per full pay period paid).
Maximum accumulation of 320 hours.
4. Beginning the first full pay period following the fifteenth year anniversary of employment: .08375 per hour on pay status (6.7 hours earned per full pay period paid).
Maximum accumulation of 320 hours.
5. Beginning the first full pay period following the twentieth year anniversary of employment: .095 per hour on pay status (7.6 hours earned per full pay period paid).
Maximum accumulation of 320 hours.

Years of continuous service	Accrual per hour in pay status	Hours of vacation accrued per pay period	Maximum accrual for Years of continuous service
Date of hire and under four years of employment	.03875 per hour in pay status	3.1 hours beginning the first full pay period paid	240 hours
4th year anniversary	.05875 per hour in pay status	4.7 hours the first full pay period following	320 hours
11th year anniversary	.0775 per hour in pay status	6.2 hours the first full pay period following	320 hours
15th year anniversary	.08375 per hour in pay status	6.7 hours the first full pay period following	320 hours
20th year anniversary	.095 per hour in pay status	7.6 hours the first full pay period following	320 hours

B. Limitations

Extra-help, CETA or other employment time may not count toward the required continuous service for vacation benefits.

Section 3. Sick Leave

A. Accrual

Every regular employee shall accumulate sick leave at the rate of .04625 per hour on a pay status, calculated on the basis of actual service (3.7 hours earned per full pay period paid). There is no maximum accumulation.

B. Eligibility

New employees are eligible to use sick leave with pay after completion of two (2) full biweekly periods of continuous service with the Court.

C. Verification

Employees are required to notify their supervisor as soon as possible of their absence due to illness or injury. The Court, depending on its internal record keeping, may require an employee upon returning after an absence due to illness or injury, to fill out a sick leave request form or record of sick leave use. The Court may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appears warranted before taking action on the sick leave request.

D. Usage

Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

1. The employee's illness, injury, disability or exposure to contagious disease which incapacitates him/her from performance of duties.
2. The employee's receipt of required medical, dental or optical care or consultation.
3. Employees may integrate their sick leave with their worker's compensation as provided for by State Workers' Compensation laws. In addition, employees may integrate this sick leave with their SDI benefits in accordance with Article 9, Section 4.
4. The employee's attendance to care for a member of the immediate family as defined by Section 233 of the Labor Code.

E. Labor Code Section 233 Leave

An employee may use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six (6) months at the employee's then current rate of entitlement, to attend to an illness of the immediate family as defined by Section 233 & 245.5 of the Labor Code. This section does not extend the maximum period of leave to which an employee is entitled under the California Family Rights Act (CFRA) and/or Family Medical Leave Act (FMLA).

F. Bereavement Leave

Up to four (4) days of bereavement leave, per calendar year, shall be provided for the employee's preparation for or attendance at the funeral or grieving of a member of the immediate family. For the purpose of this paragraph, immediate family means: parent, spouse, son, daughter, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren by blood or marriage, domestic partner, child of domestic partner or person for which the employee has been designated legal guardian or foster parent. Under this paragraph, an employee shall be allowed to utilize a reasonable amount of accrued vacation, CTO and float holiday time to prepare for and attend a funeral and/or attend to any other immediate post-death matters. Requests for use of accrued vacation leave for the death of any other person will be considered on a case-by-case basis and require the approval of a manager/supervisor and Court Executive Officer or designee. Calendar year is January 1 to December 31.

G. Payment for Unused Sick Leave (for employees hired prior to 7/1/04 only)

1. In order to receive payment for unused sick leave at the time of retirement, layoff, or voluntary termination, a Court employee must have five or more years of Court service.
 - a. Employees with Over 5 years of service:
Shall receive 20% of their unused sick leave paid.
 - b. Employees with Over 10 years of service:
Shall receive 40% of their unused sick leave paid.
 - c. Employees with Over 15 years of service:
Shall receive 70% of their unused sick leave paid.
 - d. Employees with Over 20 years of service:
Shall receive 100% of their unused sick leave paid.
 - e. In the event an employee dies while in active service with the Court their sick leave payoff will be made in accord with the above schedule and the limitation of this Section and will be paid in the same manner as the final check.
2. Maximum number of hours paid shall not exceed 500. Employee's last hourly rate of pay shall be used in computing payment, including longevity pay.

H Wellness Incentive Program:

Full-time unit members who work a full calendar year and use 0 hours to 8 hours of sick leave days during the calendar year shall be credited with one (1) additional day of vacation leave; those who have used 8.1 hours to 16 hours shall be credited with four (4) hours of vacation leave. Part time unit members who work a full calendar year and use between 0 hours and 4 hours of sick leave shall be credited with four (4) hours of vacation leave; those who have used between 4.1 hours and 8 hours will be credited with two (2) hours of vacation leave. A calendar year is defined as January 1 through December 31.

This incentive is based solely on the use of sick leave and does not include the use of CTO or vacation time.

Section 4. Use of Leave

Employees may only use any paid leave after it has been accrued and “on the books” in the pay period prior to requesting and/or using paid leave.

Section 5. Catastrophic Leave Program

The Catastrophic Leave Program allows employees under specified conditions to receive donated vacation and/or compensating time off (CTO) accruals from their co-workers when they are unable to work and are experiencing financial hardship as the result of a catastrophic illness or injury.

A. Eligibility

To qualify for participation in the program, employees suffering a catastrophic illness or injury must have an approved leave of absence and expect to exhaust all paid leave credits. Paid leave credits include all sick leave, vacation, floating holiday and CTO.

A catastrophic illness or injury is defined as a severe illness or injury that incapacitates an employee and creates a financial hardship because the employee has exhausted all paid time off. A catastrophic illness or injury may also include a member of the employee’s immediate family who is incapacitated if this results in the employee’s having to take time off of work to care for the family member and the employee has exhausted all leave credits. An immediate family member includes child, parent, spouse, or domestic partner as defined in California Labor Code section 233.

B. Procedure for Participation

Employees who wish to receive benefits from the program must submit to the Human Resources Office a Catastrophic Leave Request in writing. The request will be reviewed by the Human Resources Office to ensure that it meets the established criteria of the program. All requests for participation in the program must include:

- name and work location of employee;
- reason for the request and, if applicable, a physician’s verification of the illness or injury of the employee or family member.
- dates of absence;
- specific date when leave credits will be exhausted;
- statement of what information can be included about the employee’s situation in the general announcement soliciting donations; and

- If approved, an announcement soliciting voluntary leave donations will be sent to all Court employees by the Court.

C. Leave Donations

Employees desiring to donate leave credits are required to sign an authorization form indicating the type of leave to be donated and the number of hours. Vacation, and/or CTO hours may be donated. Sick leave is not eligible for donation. A minimum donation of four (4) hours is required. Thereafter, donations may be made in four-hour increments up to a maximum of 16 hours per donor in each pay period. Donors must have an overall leave balance of 40 hours of vacation and/or CTO remaining after donated time has been deducted.

The Human Resources Office will transfer eligible leave credits, hour for hour, from the leave records of donating employees to the recipient's leave record. Donations will be credited to the recipient's record, for the time period specified in the announcement requesting donations. Any donations remaining after the recipient's needs for leave time has been met will be returned to the donors with equal distribution of the remaining hours based on percentage of total hours donated per donor. The Human Resources Office and the Court will not disclose the identities of the donors to the recipient.

Employees who receive donated credits through this program will be required to use any leave credits they continue to accrue on a monthly basis prior to receiving credit from donations.

The use of donations for catastrophic illness or injury will be limited to a maximum of 12 continuous months for each occurrence.

The employee receiving the donations shall be responsible for the payment of any applicable taxes. The Court shall withhold any amount authorized or required by law.

D. Treatment of Donated Time

Donated time is treated as sick leave accrued by the recipient of the donation and all terms and conditions regarding sick leave apply. Donated time does not alter the employment rights of the Court or the recipient, nor extend or alter limitations otherwise applicable to leaves of absence or vacation leave, except as noted in this agreement.

ARTICLE 11. PERSONNEL PRACTICES

Section 1. Probationary Periods

- A. Probationary periods are considered as a continuation of the selection process and apply to all initial appointments, promotions, employee initiated lateral transfers to a different position, and as provided below.
- B. Employees in the Court General Bargaining Unit shall serve a probationary period of 26 biweekly pay periods.

- C. At any time during the probationary period, the Court may reject an employee, and the probationer shall be without the right of appeal.
- D. Probationary periods shall be extended in accordance with the Court's Personnel Policies & Procedures.
- E. Whenever a probationer accepts a voluntary demotion to a position within the same class series, the time served satisfactorily in the higher class shall be counted toward the completion of probation for the lower class.
- F. If a position is reclassified, the employee currently serving in the position at the time of reclassification shall not be required to serve a new probation period.
- G. Time worked by an employee while receiving acting pay shall count toward completion of the probationary period only under the following conditions:
 - 1. There is no break in service between the employee's work in an acting status and the employee's promotion into the position.
 - 2. To the extent that the probationary period, when combined with employment in such status, shall not exceed one (1) year.
 - 3. Notwithstanding subparagraph 2, the employee shall serve a minimum of a six (6)-month probationary period.
- H. An employee who is not rejected prior to completion of the prescribed probationary period, unless extended as provided for in this section, shall acquire permanent status automatically.
- I. Should an employee who has been promoted fail to satisfactorily complete his/her probationary period, such employee may elect to return to a position in the classification from which the employee was promoted. If the employee held regular status in such former classification, the employee shall not be required to serve a new probationary period. The employee's step and anniversary date shall be restored to their pre-promotion status.

Section 2. Documentation of Performance Evaluation

A. Regular Employees Performance Reviews.

Supervisors are encouraged to provide regular and comprehensive feedback to employees on their performance and maintain a record of the feedback given to employees.

B. Probationary Employees Performance Reviews.

Supervisors shall provide employees with a written performance evaluation approximately every three (3) months while an employee is serving a 12-month probationary period. The employee will acknowledge receipt of the evaluation of his/her progress by signing a copy of the evaluation. The supervisor will retain the copy signed by the employee. Completed evaluations shall be submitted to Court Administration

and/or the Human Resources Office with the appropriate forms for successful completion of probation or of the employee's failure to complete the probationary period.

C. Merit Step Increases

Merit step increases are provided in accordance with the Court's Personnel Policies and Procedures and are accomplished by the Manager/Supervisor submitting a Payroll/Personnel form and a recommendation to Court Administration that the employee meets standards for the position and is eligible for step advancement. Merit step advancements shall be effective on the first day of the biweekly pay period following completion of the required period of service. In the event that a merit step increase is not timely processed for an employee who meets the requirements for a merit step increase, the effective date of that increase shall be the pay-period within which the employee became eligible.

Section 3. Employee Response to Evaluations

The employee may review his or her evaluation and submit a written response to the evaluation that will be included in the employee's personnel file. Performance reviews are not subject to any grievance or appeal.

Section 4. Appeal

Where a merit step increase is denied because the overall rating does not meet standards, the denial of the merit step increase may be appealed pursuant to Article 14, Grievance Procedure.

Section 5. Closure of Court Facility Policy

- A. The Court Executive Officer or his/her designee shall determine when Court facilities shall be temporarily closed in an emergency as determined by the Court Executive Officer and approved by the Chief Justice of the California Supreme Court.
- B. Employees whose buildings have been temporarily closed may be re-assigned to work sites in the same geographic area.
- C. Employees directed to not report to work or who are sent home from work due to the closure of their work site, shall receive their regular pay for that scheduled shift.
- D. After the first day of closure of a Court building, if the Court is unable to re-open a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be paid for that day(s).
- E. Those employees who are on scheduled vacation, CTO or sick leave for that day(s) would also have the day(s) treated as a "holiday" and would not have their accrued leave balances charged.
- F. Should the closure of a Court facility last longer than five (5) working days the Court reserves the right to reassign employees outside their geographical area. In the event of re-assignment outside the geographical area, the employee may at his/her request utilize accumulated vacation and/or compensatory time off in lieu of re-assignment unless the

Court Executive Officer makes a finding that the employee's services are essential to the continued operation of the Court. In the event the Court Executive Officer finds the employee's services are essential, the employee will be provided time and compensation for their commute.

G. Geographical area is generally defined as

1. Tahoe Basin
2. Western Slope

ARTICLE 12. REDUCTION IN FORCE

The following Reduction in Force policy is hereby included as a part of this M.O.U. Such inclusion, however, shall not provide avenues of appeal beyond those contained in this Article. The Court will seek to distribute the necessary fiscal cuts across all aspects of the Court's operations before taking steps to invoke the provisions of this Article.

A. Policy

When necessary a reduction in the Court's work force may be initiated by (1) lack of work, (2) lack of funds, (3) program or organizational changes resulting in a surplus of employees, or (4) elimination of a specific program or service. Insofar as possible, a reduction in force shall be accomplished by attrition. When it is determined by the Court Executive Officer that attrition will not provide relief for the condition warranting a reduction in the number of Court employees, the Court Executive Officer may direct (1) a temporary layoff of up to twelve (12) working days per calendar year of specific employees or classifications without invoking the provisions of this policy, or (2) a specific layoff by classification, number of employees and department(s), or by functions, divisions or sections of the Court pursuant to this policy. Except in an emergency, the Court shall provide at least 30 days notice to affected employees and the Union prior to initiating any of the above reduction options.

Employees subject to "furloughs" or "wage reductions", as specified above, are not considered to be "disciplined" and are not subject to the "Disciplinary" provisions of Court policies or rules. Employees furloughed under this provision shall have their "furlough" days considered time in paid status solely for the purposes of maintaining leave accruals, Court service time for merit step advancement, seniority and benefit eligibility.

B. Procedure for Permanent Layoffs

1. The Court Executive Officer, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level classification(s) if displacement by demoting in lieu of layoff is anticipated in accordance with this Article based on employee retention points. A list of the classifications in which positions have been deleted along with the names and total retention points of employees in those classes shall be posted in the affected department and a copy mailed to the Union's current address. It is the department manager's/supervisor's responsibility to insure posting.

2. Layoffs and displacements are made within the court department involved and are not court wide.
3. Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with Court Administration. Notice will be served or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30) calendar days shall include the effective date and the date served. Notice shall be deemed served upon the postmarking and logging of the certified letter by Court Administration or upon personal serving of the notice to the individual.
4. The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, displacement rights, if any, rehire or restoration rights and the appeal rights. Such notice shall also set a specific deadline of not less than five (5) working days for when the affected employee must notify the Court Executive Officer that they will be exercising their displacement rights.

C. Order of Furloughs/Layoffs

In the event of a furlough, the Court will reduce or eliminate extra help positions where feasible. Layoffs will be determined based on an inverse order of retention points computed as per provisions listed below by the classification within the individual Court department. Any required reduction in the number of employees shall be in the following order within the same classification:

- (1) Extra-help and provisional,
 - (2) Probationary employees serving an initial probationary period,
 - (3) Regular permanent full-time and part-time employees.
1. Longevity - A full-time employee shall receive one point for each full month of continuous service as a regular Court employee in his/her classification. Time spent in other classifications which are at the same or higher rate of pay based upon the current salary plan applicable at the time of the layoff and which the employee occupied for a period of time shall be included in the service time in the affected class. This includes probationary time. Part-time employees shall receive a proportional amount of longevity points based upon the number of hours worked. Less than a full month-of service shall be prorated. It does not include service prior to employment, interruptions caused by resignation, dismissal, or transfer to extra-help status or disciplinary actions as defined in 2. below. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.
 2. Performance/Disciplinary Actions - An employee who receives an involuntary demotion as a disciplinary action will have twelve (12) points deducted from that employee's retention points. An employee who receives a suspension will have one (1) point per day of suspension deducted from the employee's retention points, with a maximum deduction of twelve (12) points. This will sunset after three years from the effective date of the action, and the lost retention points will be restored to the employee.

3. Alternate Classes - Classes which are budgeted as alternate classes (e.g. legal Process Clerk I/II), as stated in the Court classification plan, shall be treated as one class for purposes of determining retention points.
4. Ties - In cases where two or more employees are tied with the same number of retention points, the following factors shall be considered in order for the purpose of breaking the tie: Total Court service; letters of reprimand; Court determination. Letters of reprimand will be considered as a tie breaking criteria for up to three years from the date of issuance.
5. Volunteers For Layoff - An employee who occupies a position within a class within a department affected by a layoff and/or displacement may volunteer to be laid off in place of another employee who has fewer retention points and who would otherwise be laid off. Such employee shall be entitled to the same rights and restoration privileges as other employees in accordance with this Article.

D. Layoff Privileges

The following are the options open to affected individuals in each layoff instance:

1. Displacing in a Lower Class - An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee or in succeeding lower classes in the class series who has less retention points. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.
2. Restoration - Restoration shall be in inverse order of layoff. Names of employees with permanent status who have been laid off will be placed on an appropriate restoration list for their classification and department in order of Retention Points. The list will extend for a period of two (2) years. Employees shall also have restoration rights to a classification which has been replaced by a reclassification of the classification which the person previously had permanent status, provided that the duties have remained essentially the same. This list shall be maintained in the Court Administration office. This includes employees taking voluntary demotions in lieu of layoff who shall be placed on a restoration list for the class from which they were reduced. Three refusals to accept restoration from a departmental layoff list will remove the eligible individual's name from that list

A person notified of an offer of restoration must respond within ten (10) working days from the mailing date. Offers of reemployment shall be sent by first class mail to the last address on file in the Court Administration office. It is the employee's responsibility to insure that a current address is provided to the Court.

3. Separation from Court Service - Employees who are to be laid off have the option of leaving Court service rather than displacing in a lower class. In the event an employee is laid off for an indefinite period, he/she may, upon request, receive payment for those benefits normally given to terminated employees.
4. Status on Restoration - An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently restored in their former

classification within a two (2) year period from the date of his/her layoff or voluntary reduction shall receive the following considerations and benefits:

- a. All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.
 - b. All Retention Points held upon layoff shall be restored.
 - c. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.
 - d. The employee shall be placed on the step of the salary range that was held at the time of the layoff.
5. Meet and Confer - Prior to the actual layoffs, the Court's representatives and the Union shall, at the request of the Union, meet and confer over the practical effects of the proposed layoffs.

E. Appeal of Layoff

1. Right of Appeal

- a. Permanent employees receiving a notice of layoff shall have the right to appeal solely on the issue of whether or not there was compliance with the procedures prescribed in this Article.
- b. The right of appeal is limited to the scope and process provided in this paragraph E, "Appeal of Layoff".
- c. The scope of any appeal shall not include such issues as the need for layoff, the reasons for layoff, or the exercise of other Court prerogatives involved in layoff.
- d. Probation, Provisional, Temporary and Extra Help employees have no right of appeal of a notice of layoff.

2. Notice and Timing of Appeal

- a. Appeals shall be filed in writing with the Court Executive Officer.
- b. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in Article 12.B.3.
- c. The notice of appeal shall state the employee's reasons for the appeal consistent with Article 12.E.1.

3. Responsibilities of the Court Executive Officer

- a. The Court Executive Officer shall within three (3) working days of receipt of an appeal, forward a copy of the appeal to the Union.
- b. The Court Executive Officer shall within three (3) working days of receipt of an appeal, determine which employees, if any, will be adversely affected if the appeal is successful and notify all employees potentially adversely affected of the appeal.

4. Arbitration

The decision of the Court Executive Officer may be appealed to arbitration pursuant to the procedures set forth in Article 14.F.

ARTICLE 13. APPEALS

Section 1. Appeals of Disciplinary Actions

An employee in the General (GE) Bargaining Unit, having obtained permanent status and successfully passed their probation period, shall have the right to appeal a termination, demotion in class or suspension without pay. Such appeal shall be in accordance with the Disciplinary Procedures of the Court's Personnel Policies & Procedures.

Section 2. Letter of Reprimand

- a. A letter of reprimand issued on or after ratification of this agreement, may be appealable through an administrative review of the reprimand by submitting a request in writing within 10 working days to the Assistant CEO or designee. The Assistant CEO or designee shall schedule a private meeting within 10 working days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Assistant CEO or designee within 10 working days of the meeting. This section shall not be subject to the grievance or arbitration procedure.
- b. After two years from the date a letter of reprimand is received, an employee may request a letter of reprimand be removed from his/her personnel file. Such a request shall not be unreasonably denied.

ARTICLE 14. GRIEVANCE PROCEDURE

A. Intent

It is the intent of this procedure to provide for an orderly and equitable procedure for the resolution of misunderstanding and disputes between the Court and its employees and/or the Union.

B. Informal Discussion

Every effort should be made to settle grievances, performance issues, and related disputes at the lowest level of supervision possible. If an employee has a complaint

relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor and may seek assistance from a Union Business Representative, to discuss the problem in an effort to clarify the issue and to work cooperatively toward resolution.

C. Scope of Grievances

1. A grievance is a claimed violation, misapplication or misinterpretation of the provisions of a Memorandum of Understanding or employee protections contained in ordinances, resolutions, written Personnel Rules or written policies, adversely affecting an employee's wages, hours or conditions of employment.
2. Specifically excluded from the scope of grievances are:
 - a. Subjects involving the amendment or change of Court policies, resolutions and ordinances, which do not incorporate the provisions of this Memorandum of Understanding or other employee terms and conditions of employment or protections contained in ordinances, resolutions, personnel rules or written policies.
 - b. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination which shall be processed under the Court Discrimination and Harassment Policy.
 - c. Appeals of the Reduction in Force Articles and Policies which fall under the appeal process contained within that policy.
 - d. Appeals of disciplinary actions resulting in termination, demotion, or suspensions without pay, or disciplinary documentation.
 - e. Internal Court operational policies and procedures which determine the methods, processes, means and places of providing services except as those policies affect the terms and conditions of employment.
 - f. Any other item or issue specifically excluded from the grievance procedure identified in this MOU or Court Policies and Procedures

D. Definitions

1. Grievant - A grievant is (1) an employee in the unit who is filing a grievance as defined herein or (2) if two or more employees have essentially the same grievance, they may, if approved by the Court Administration submit their combined grievances as one grievant.
2. Working Day - Shall mean day(s) in which the Court's main administration office is open for business.

E. Grievance Procedure

The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

1. Employee grievance

- b. If the parties fail to reach a timely settlement satisfactory to the employee through the Informal Discussion, the employee shall prepare a written grievance on the Court's Grievance Form within twenty-five (25) working days of the incident or occurrence giving rise to the complaint. The employee shall submit the grievance to the immediate supervisor and or designated manager. The grievance shall describe the issue, a statement of facts which clearly identify the circumstances surrounding the allegation, and specifically identify the Article of the Memorandum of Understanding or section of written policy, rule, resolution or ordinance which the employee feels has been violated and the requested remedy.
- b. The designated manager shall investigate the grievance. The designated manager's investigation should include a meeting with the grievant and their representative. The designated manager shall respond to the grievance in writing within ten (10) working days of receipt of the grievance.
- c. If the designated manager's written response does not resolve the grievance, the grievant, within ten working days, shall submit the grievance to the Court Executive Officer or his/her designee.
- d. The Court Executive Officer or designee shall investigate the grievance. The Court Executive Officer or his/her designee's investigation should include meeting with the grievant or his/her representative. The Court Executive Officer or designee shall respond to the grievance in writing within fifteen (15) working days.

2. Union Initiated Grievance

- a. The union shall submit a written grievance to the Court Executive Officer within twenty-five (25) working days of the incident giving rise to the grievance.
- b. The Court Executive Officer shall investigate the grievance and, within twenty (20) working days, shall issue a written response to the grievance.

F. Arbitration

- 1. If the Court Executive Officer's written response to either an employee or union initiated grievance fails to resolve the grievance, the Union may submit the grievance to arbitration for resolution within fifteen (15) working days. The decision of the arbitrator is final and binding on all parties.

2. The grievant's representative, and the Court Executive Officer shall attempt to mutually agree on an acceptable arbitrator for the dispute. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Mediation and Conciliation Service (CSMCS) shall be obtained. The parties shall alternately strike names until only one name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot.

The arbitrator shall have no power to add to, subtract from, alter, modify or go beyond the applicable provisions of the Memorandum of Understanding.

G. Basic Rules

1. Costs

All costs of arbitration incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the party incurring them. The Court and Union shall continue to share equally in the cost incurred jointly by both parties for arbitration heard after the expiration of this Memorandum of Understanding.

2. Time Limits

If a grievant or the Union fails to file the grievance within the time requirements defined in 14.E.1.a. and 14.E.2., or carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled and withdrawn based upon the decision rendered at the most recent step utilized. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level. Time limits may be waived by mutual written consent of the parties.

3. Representation

The grievant may be accompanied by a Union Business Representative at the informal level of this procedure. At the formal and final stages of this grievance procedure, an employee may be represented by the person designated by the Union unless otherwise agreed upon by the Union and the Court.

4. Shop Stewards

The Union may designate a reasonable number of shop stewards. Only such shop stewards as are recognized by the Court will be given release time as provided below.

5. Release Time

The grievant may take reasonable Court time without loss of pay to meet with the Union Business Representative regarding the grievance.

Union designated shop stewards may take a reasonable amount of time, as determined by the Court and with the approval of the supervisor, without loss of pay to assist the Union Business Representative with the grievance investigation, preparation and process. Only one shop steward will be allowed release time to assist.

ARTICLE 15. PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the Court employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of El Dorado. During the term of this Agreement, the Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in any strike, site-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the Court, nor curtail any work or interfere with any operation of the Court. The Court agrees that it shall not lock out employees in the General Court employee bargaining unit.

In the event of such a workplace stoppage, the Union agrees to notify members of their obligation and responsibility to maintain compliance with this section, including their responsibility to remain at work during an interruption which may be caused by others, and to encourage employees violating this Section to return to work.

The Court may take disciplinary action against employees who initiate or engage in the actions prohibited by this Section up to and including termination. Use of Sick Leave during a job action may be verified by the appointing authority pursuant to Article 10, Section 3 of this MOU, and Court Personnel policies and Procedures.

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ARTICLE 16. TERM

The Memorandum of Understanding shall be effective upon ratification by the Court and Union and shall expire on October 31, 2023, unless extended by mutual agreement of the parties.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF EL DORADO**

UNITED PUBLIC EMPLOYEES

Suzanne N, Kingsbury
Presiding Judge

Ted Somera
Executive Director

Vicki Ashworth
Assistant Presiding Judge

Angel Barajas
Business Representative

Tania Ugrin-Capobianco
Court Executive Officer

Shannon Alexander
Member, Negotiating Team

Shelby Wineinger
Assistant Court Executive Officer

Cindy Billalon
Member, Negotiating Team

Trish Davy
Member, Negotiating Team

APPENDIX A

SUPERIOR COURT OF CALIFORNIA								
COUNTY OF EL DORADO								
COURT GENERAL - SALARY SCHEDULE								
Effective 01/06/2020 PP 2 PPE 01/17/20 (+2%)								
APPENDIX A - 2020								
POSITION #	POSITION TITLE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	UNIT CODE
2001/2	Court Clerk I	H	\$ 15.29	\$ 16.05	\$ 16.85	\$ 17.70	\$ 18.58	GE
		P.P.	\$ 1,223.20	\$ 1,284.00	\$ 1,348.00	\$ 1,416.00	\$ 1,486.40	
		Mo.	\$ 2,650.27	\$ 2,782.00	\$ 2,920.67	\$ 3,068.00	\$ 3,220.53	
2001/2	Court Clerk II	H	\$ 16.83	\$ 17.68	\$ 18.56	\$ 19.48	\$ 20.45	GE
		P.P.	\$ 1,346.40	\$ 1,414.40	\$ 1,484.80	\$ 1,558.40	\$ 1,636.00	
		Mo.	\$ 2,917.20	\$ 3,064.53	\$ 3,217.07	\$ 3,376.53	\$ 3,544.67	
2001/2/3	Court Clerk III	H	\$ 18.47	\$ 19.38	\$ 20.35	\$ 21.37	\$ 22.44	GE
		P.P.	\$ 1,477.60	\$ 1,550.40	\$ 1,628.00	\$ 1,709.60	\$ 1,795.20	
		Mo.	\$ 3,201.47	\$ 3,359.20	\$ 3,527.33	\$ 3,704.13	\$ 3,889.60	
2001/2/3	Court Clerk IV	H	\$ 20.32	\$ 21.34	\$ 22.41	\$ 23.53	\$ 24.72	GE
		P.P.	\$ 1,625.60	\$ 1,707.20	\$ 1,792.80	\$ 1,882.40	\$ 1,977.60	
		Mo.	\$ 3,522.13	\$ 3,698.93	\$ 3,884.40	\$ 4,078.53	\$ 4,284.80	
2001/2/3	Court Clerk V	H	\$ 23.37	\$ 24.53	\$ 25.78	\$ 27.06	\$ 28.42	GE
		P.P.	\$ 1,869.60	\$ 1,962.40	\$ 2,062.40	\$ 2,164.80	\$ 2,273.60	
		Mo.	\$ 4,050.80	\$ 4,251.87	\$ 4,468.53	\$ 4,690.40	\$ 4,926.13	
3002a	Court Fiscal Technician	Hr.	\$ 22.20	\$ 23.31	\$ 24.47	\$ 25.68	\$ 26.98	GE
		P.P.	\$ 1,776.00	\$ 1,864.80	\$ 1,957.60	\$ 2,054.40	\$ 2,158.40	
		Mo.	\$ 3,848.00	\$ 4,040.40	\$ 4,241.47	\$ 4,451.20	\$ 4,676.53	
4004a	Court Info. Tech Technician	Hr.	\$ 27.37	\$ 28.72	\$ 30.17	\$ 31.68	\$ 33.27	GE
		P.P.	\$ 2,189.60	\$ 2,297.60	\$ 2,413.60	\$ 2,534.40	\$ 2,661.60	
		Mo.	\$ 4,744.13	\$ 4,978.13	\$ 5,229.47	\$ 5,491.20	\$ 5,766.80	
2006a	Court Reporter	Hr.	\$ 32.83	\$ 34.48	\$ 36.20	\$ 38.01	\$ 39.91	GE
		P.P.	\$ 2,626.40	\$ 2,758.40	\$ 2,896.00	\$ 3,040.80	\$ 3,192.80	
		Mo.	\$ 5,690.53	\$ 5,976.53	\$ 6,274.67	\$ 6,588.40	\$ 6,917.73	
5007a	Judicial Secretary	Hr.	\$ 21.62	\$ 22.71	\$ 23.84	\$ 25.02	\$ 26.28	GE
		P.P.	\$ 1,729.60	\$ 1,816.80	\$ 1,907.20	\$ 2,001.60	\$ 2,102.40	
		Mo.	\$ 3,747.47	\$ 3,936.40	\$ 4,132.27	\$ 4,336.80	\$ 4,555.20	
5007B	Administrative Assistant (South Lake Tahoe)	H	\$ 23.37	\$ 24.53	\$ 25.78	\$ 27.06	\$ 28.42	GE
		P.P.	\$ 1,869.60	\$ 1,962.40	\$ 2,062.40	\$ 2,164.80	\$ 2,273.60	
		Mo.	\$ 4,050.80	\$ 4,251.87	\$ 4,468.53	\$ 4,690.40	\$ 4,926.13	