

MEMORANDUM OF UNDERSTANDING

Between
The Superior Court of California
County of Yuba
And
United Public Employees
Representing
Court General Bargaining Unit



January 1, 2019– December 31, 2022

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ARTICLE 1 – DEFINITIONS

Annuitant: Any person who has retired within 120 days of separation from employment and who receives any retirement allowance under any state or University of California retirement system to which the state was a contributing party. GC 22754(e)(1).

Base Rate is the pay rate assigned to a classification, which is multiplied by the index rate to determine an employee's salary.

Business Day means the standard operating hours of the Courts, typically Monday through Friday from 8 a.m. to 5 p.m.

Certification means the action by which persons on an eligible list are certified for hiring either on an open or promotional basis.

Classification: means a position or group of positions having duties and responsibilities sufficiently similar that:
the same title may be use,
the same qualifications may be required AND
the same base rate is applied with equity.

Close Family Member: is defined as a spouse or domestic partner; child, stepchild, or person for whom the employee is legal guardian; parent, stepparent, grandparent, grandchild, sibling; the child, parent, grandparent or sibling of a spouse or domestic partner; son-in-law, or daughter-in-law; and other family members in the discretion of the CEO or designee.

Compensation means the salary, wage, allowances, benefits and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position.

Compensable Time Off (CTO) means compensable time earned in place of overtime pay at the rate of 1 ½ times the amount of time worked.

Day means a period of time between any midnight and the midnight following day.

Demotion means a reduction in an employee's classification which results in a reduction in the employee's salary range, whether on a voluntary or involuntary basis.

Displacement means the bumping of an employee in a position by another employee from a class assigned a higher salary level when said bumping is in lieu of lay-off.

Eligible means a person who has successfully passed all examinations for a classification and whose name is placed on an eligible list or maintained in an eligible name file.

Eligible List means a list of persons who have been examined in open or promotional competitive examinations and are eligible for certification to a specific class.

Employee means a person legally holding a position in the Court service, which is covered by this Memorandum of Understanding.

Extended Illness means an injury or illness which requires the absence from work of an employee for more than fifteen calendar days.

Extra-Help Employee means any employee who is employed for a period of short duration, not to exceed 1,000 hours in any fiscal year.

Fraction refers to the minimum charge for use of sick leave or vacation, or one-quarter hour.

Hourly Rate means the amount of compensation, for a full hour's service. Hourly rate is determined by multiplying the Base Rate of the classification by the appropriate Index Rate and rounding up to the nearest whole dollar and multiplying by 12 and then dividing the result by 2,080 and rounding to the nearest whole penny.

Index Rate means a specific rate identified in the Index Table which is based on length of permanent Yuba County Court service or other qualifying service. The Index Rate is used to determine a monthly salary by multiplying the Index Rate by the Base Pay of a classification.

Lay-Off means termination of service without fault of the employee because of lack of work, lack of funds or other causes unrelated to the employee's job performance.

Limited Term Position means a position which is allocated to a specific mission for a defined period of time.

Minimum Qualifications means the minimum qualifications of education, experience, ability, knowledge, licenses and other requirements for an applicant to participate in the recruitment/examination process and to be appointed or promoted.

Month means a calendar month.

Monthly Salary means the amount of cash compensation for a full month of service. Monthly Salary is determined by multiplying the appropriate Index Rate and the classification's Base Salary Rate and rounding up to the nearest whole dollar.

Overtime means work specifically authorized by the CEO or designee which is performed in excess of the regular 40 hours per week.

Part-Time Employee means a regular employee who is regularly assigned to work a specific number of hours less than a normal 40 hour work week.

Performance Improvement Plan (PIP) means a written document to facilitate constructive discussion between an employee and his/her supervisor and to help clarify the work performance to be improved.

Permanent Position means a position approved by the CEO and included in the Court's budget.

Permanent Status means an employee has completed an initial probationary period working for the Yuba County Superior Courts.

Probation Period means that period of paid time which is an extension of the examination process required before an employee gains permanent and during which an employee can be released from service without cause.

Probationary Employee means an employee who has been certified and appointed from an employment list, or has been reinstated after resignation, but who has not completed a probationary period or has been promoted or demoted and is subject to probation.

Promotion means the movement of an employee from one class to another class that has a higher base rate of pay.

Promotion List means a list of names of Court employees who have passed a promotional selection procedure for a classification ranked in the order of score earned.

Rank means all candidates receiving the same range of scores on an eligibility list.

Reassignment means the movement of an employee from one position to another position of the same classification.

Regular Employee means an employee who occupies a permanent position, whether the position is limited term, part-time, or full-time.

Salary Anniversary Date (SAD) means the date on which an employee will receive his/her annual salary increase, normally the first day of the month following of an employee's hire date Service Computation Date.

Selection Procedure means the process of testing, evaluating and/or investigating the fitness and qualification of applicants based on merit procedures, validity and reliability.

Separation means any termination of employment either voluntary or involuntary which may include death, discharge, lay-off, resignation or retirement.

Service Computation Date (SCD) means an employee's most current hire date with the Court, adjusted for any prior service with the County, other Trial Court and/or for any Leave taken Without Pay.

Workweek A workweek is a period of seven (7) consecutive 24 -hour periods. It may begin on any day of the week and at any hour of the day.

Workday Generally means the period between the time on any particular day when an employee commences his/her work and the time on that day at which he/she ceases such work. The workday may therefore be longer than the employee's scheduled shift or hours.

Y-RATE means a monthly salary rate which is greater for an individual employee than the established range for his/her class.

ARTICLE 2 – GENERAL PROVISIONS

2.01 Preamble

This comprehensive Memorandum of Understanding (hereinafter "MOU") is between the Superior Court of California, County of Yuba (hereinafter "Court"), and United Public Employees

(hereinafter "Union"), for the purpose of setting forth a mutual understanding of the parties as to wages, hours, and working conditions pursuant to the provisions of the [Trial Court Employment Protection and Governance Act \(hereinafter "the Act"\), Chapter 7, Section 71600 of Title 8, et seq.](#) In the event any provision herein is deemed to be in conflict with the Act, the Act will be controlling.

2.02 Term

The Court and the Union have met and conferred in good faith regarding wages, hours, and working conditions. The term of this MOU shall be for the period beginning January 1, 2019 through December 31, 2022.

2.03 Adoption by Court

This MOU constitutes a mutual recommendation to be jointly submitted to the Court's governing authority for adoption. It is agreed that this MOU shall not be binding upon the parties, either in whole or in part, unless and until said authority acts formally to approve said MOU.

2.04 Gender

Whenever words denoting the feminine or masculine gender are used in this MOU, they are intended to apply equally to either gender.

2.05 Exercise of Power

Unless expressly otherwise provided, whenever a power is granted or a duty imposed upon the Court Executive Officer or (hereinafter "CEO") or the Deputy CEO, the power may be exercised or the duty performed by a designee of the CEO or Deputy CEO, respectively, or by a person authorized by him/her pursuant to law.

2.06 Cooperation

All employees of the Court shall aid in all proper ways in carrying into effect the MOU herein or hereafter adopted.

ARTICLE 3 - RECOGNITION

3.01 Recognition of Unit

The Court recognizes the United Public Employees (Union) as the recognized exclusive bargaining representative for the purpose of negotiating wages, hours, and working conditions for all employees of the Court whose classifications are contained within the Court's General Unit as established in accordance with the Court's Employer-Employee Relations Policy. Both parties recognize their mutual obligation to cooperate with each other to ensure maximum service of the highest quality and efficiency to the citizens served by the Court.

3.02 Included Employees

Regular full-time or part-time employees in the following job classifications shall be included in the general bargaining unit:

- A.** Court Clerk series (I, II, III)
- B.** Senior Clerk

- C. Court Collections Clerk series (I, II, III, IV)
- D. Legal Office Assistant series (I, II)
- E. Office Assistant series (I, II)
- F. Court Reporter
- G. Child Custody Recommending Counselor (I,II)
- H. Information Specialist Series (I, II)
- I. Financial Analyst (I, II, III)

If additional classifications are created within the general bargaining unit, they will be added by Addendum.

3.03 Non-Discrimination

Neither the Court nor the Union shall interfere with, restrain, or coerce employees in the exercise of the rights recognized, granted or guaranteed by this MOU and/or state or federal law.

The Court and the Union agree not to discriminate against any employee for exercising his/her legal rights to organize and bargain collectively. The Court and the Union further agree that there shall be no discrimination against any employee because of membership or non-membership in the Union; on the basis of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex (including gender, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth), age, or sexual orientation (including heterosexuality, homosexuality, and bisexuality), or the perception that a person has any of those characteristics, or that the person is associated with a person who has or is perceived to have any of those characteristics.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Vested with Court

The Court's rights and functions, except those which are expressly abridged by this MOU, shall remain vested with the Court.

4.02 Exclusive Right

The rights of the Court include, but are not limited to, the exclusive right to determine the methods, means, and personnel by which the Court operations are to be conducted. This includes the right to determine policies, standards, and procedures subject to any meet and confer obligation as specified in [Government Code section 71634](#) or as established by case law. The Court retains the right to hire, retain, promote, transfer, assign, classify positions, determine/modify job specifications; suspend, demote, discharge, or take other disciplinary action against employees, subject to the employee's right to appeal; and to determine the need for workforce reductions initiated because of lack of work, lack of funds, or organizational changes, including the elimination or modification of programs.

4.03 Scope of Representation

Consistent with [Government Code section 71634\(a\)](#), the scope of representation shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. However, 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.

4.04 Exclusions from Scope of Representation

Consistent with [Government Code section 71634\(b\)](#), in view of the unique and special responsibilities of the trial courts in the administration of justice, decisions regarding the following matters shall not be included within the scope of representation:

- A. The merits and administration of the Court system.
- B. Coordination, consolidation, and merger of the Court's organization and staffing.
- C. Automation, including but not limited to fax filing, electronic recording, and implementation of information systems.
- D. Design, construction and location of Court facilities.
- E. Delivery of Court services.
- F. Hours of operation of the Court.

4.05 Impact Meet and Confer

Consistent with [Government Code section 71634\(c\)](#), the impact from matters in paragraph 4.04 above shall be included within the scope of representation as those matters affect wages, hours, and terms and conditions of employment of trial court employees. The Court shall be required to meet and confer in good faith with respect to that impact.

4.06 Assignments and Transfers

Consistent with [Government Code Section 71634\(d\)](#), the trial court shall continue to have the right to determine assignments and transfers of trial court employees, provided that the process, procedures, and criteria for assignments and transfers shall be included within the scope of representation.

4.07 Changes in Rules, Policies and Procedures

The Court retains the right to determine the need to implement changes in rules, policies and procedures. When the Court implements a change to meet an emergency situation consistent with [Government Code section 71634.1](#), the Court will provide notice to the Union, and an opportunity to meet at the earliest practicable time following the adoption of the emergency rule, policy or procedure.

4.08 Court's Right to Manage its Operation

Nothing in this MOU shall be construed to interfere with the Court's right to manage its operation in the most economical and efficient manner consistent with the best interest of all the citizens of Yuba County.

ARTICLE 5 – UNION RIGHTS

5.01 Maintenance of Membership

Employees who are Union members as of the effective date of this MOU, or who become members during the term of this MOU, shall maintain such membership during the duration of this MOU.

A. Revocation of Membership

An employee who desires to revoke his authorization for Union membership shall notify the Union in writing of such revocation during the thirty-day period immediately prior to the expiration of this MOU.

B. Deduction of Dues

If an employee does not revoke his authorization for Union membership during the period specified above, Union dues shall continue to be deducted from the employee's earnings during the term of any successor MOU.

C. Confidential Assignment

Union members who accept a confidential assignment shall not be involuntarily required to pay Union dues during the pendency of such assignment.

D. Indemnification

Since the Union is the sole judge of its standards, requirements and conditions for membership, the Union agrees to indemnify and hold the Court, its officers, managers, agents and assigns harmless in any legal action which might be brought by any court employee under the terms and conditions hereof.

5.02 Communication/Access Policy

With the approval of the Presiding Judge, Court Executive Officer or other Court authorized official, the United Public Employees may use certain Court facilities, resources and supplies, including the Court e-mail systems, as long as the Court is reimbursed for the cost of any supplies or materials provided to the United Public Employees and that such use or supply does not interfere with the efficiency, safety and security of Court operations. The Court shall provide a list of other officials authorized to permit United Public Employees usage of Court facilities, resources and supplies.

ARTICLE 6 - HOURS OF WORK

6.01 Determination of Court Executive Officer

The Court shall determine the hours of work for each employee in accordance with the needs of the Court, which shall include but not be limited to 5/8/40, part-time work schedule, or other alternative work schedules.

6.02 Hours of Work

Except as may be otherwise provided, the official work week shall be 40 hours of work in any 7 consecutive calendar days, typically defined as Sunday midnight to Saturday midnight.

6.03 Alternative Work Schedules

The Court may establish work week schedules which differ from the normal schedule. Full-time employees on an alternative work schedule shall accrue leaves and holidays on the same basis as employees working the standard 5/8/40 work schedule, that is 8 hours per day. Full-time

employees on an alternative work schedule will be required to use a leave category to cover their normal schedule on holidays when his normal workday would be more than 8 hours.

6.04 Arrangement of Work Schedule

Each manager is responsible for arranging the work schedule of his division so that each employee therein shall work not more than 40 hours in any work week, except that a manager may require any employee of his division to temporarily perform service in excess of 40 hours when public necessity or convenience so require.

6.05 Performance of Duty

Nothing contained in this MOU shall prevent, relieve or otherwise excuse any Court employee from the performance of any duty imposed by law or from the rendering of service at such times and places as are necessary in order to properly perform the functions of the Court. Managers may adjust the hours of employment of employees in such a manner as to enable them to keep the Court open at all times required.

6.06 Part-Time Employees

The hours of work, including authorized absences with pay, for all part-time employees shall be established by the Court, but shall be less than the hours of work established for full-time employees.

6.07 Rest Periods

Subject to the discretion and control of the Court, all employees shall be allowed rest periods not to exceed 15 minutes during each three consecutive hours of work but the total number of rest periods in any one working day shall not exceed two. The Court supervisor(s) will set up automatic Microsoft Outlook, or other suitable technology, reminders for the judicial officers to remind them in the morning and afternoon to allow courtroom employees to take breaks. Rest periods shall be considered hours worked.

6.08 Lunch

Except for emergency situations, all Court employees shall be allowed a lunch period of not less than 30 minutes or more than 1 hour which shall be scheduled generally in the middle of the work shift. The exact time and duration of such lunch period shall be within the discretion of the Manager. Lunch periods shall not be counted as part of total hours worked.

6.09 Flexible Work Schedule

The Court offers all of its employees "flex time" work schedules when legitimate circumstances preclude the employee from working the standard 8:00 a.m. to 5:00 p.m. Court work schedule. An employee desiring flex time shall submit a written request to his/her division manager who will consider the request in light of the operational needs of the Court. Requests will be granted or denied based solely in the discretion of Court management, under the following guidelines:

A. Day/Week

Employees must work an eight hour day and a forty hour week.

B. Flex Time

Flex time may be utilized only by modifying the beginning and ending times of the workday. Employees may not arrive at work earlier than 7:45 a.m. and may not leave work later than 5:15 p.m. Flex time may be modified in winter months due to safety considerations.

C. Arrival at Work

If an employee is scheduled to clerk calendared matters, he/she must arrive at work no later than fifteen minutes prior to the commencement of court. Failure to comply with this provision may result in rescission of flex time approval.

D. Request for Flex Time

Each request for flex time must be in writing and will be analyzed by the employee's division manager to determine its impact on (1) the division's ability to provide services to the public; (2) the division's ability to provide office and courtroom support; and (3) individual safety considerations. A request will not be granted if it interferes with the normal course of the Court's business or with an employee's ability to satisfactorily perform his duties.

E. Request for Modification

Requests for modification of flex hours must be made in writing to the division manager.

F. Suspension of Flex Time

Flex time is suspended on organizational and divisional staff meeting and/or training days.

ARTICLE 7– APPEARANCE STANDARDS

7.01 General Statement

Employees of the Court are expected to dress professionally. Since litigants and the public view Court employees as role models, employees should project both a professional image and demeanor. This is important **regardless** of an employee's assignment since the employees represent this Court and many times, they may be the only contact a person may have with the Court.

7.02 Expectation

Employees are expected to maintain an appearance that is businesslike, neat and clean and that does not constitute a safety hazard as determined by the requirements of the area in which they work. Management may authorize exceptions on a day-to-day basis based upon particular assignments and may allow occasional "casual days" when appropriate.

7.03 Policy Revisions

With the shared goal of establishing reasonable appearance standards that may be more consistently enforced by the Court, the Court and Union agree to meet and confer over said policy changes, starting no later than the week of December 12, 2016.

ARTICLE 8 – COMPENSATION

8.01 Salary Adjustments

A. Effective January 1, 2019, the base salary of employees in the bargaining unit shall be adjusted as follows:

- a. The following classifications shall be increased by 5%
 - i. Court Clerk series (I, II, III)
 - ii. Senior Clerk
 - iii. Court Collections Clerk series (I, II, III, IV)
 - iv. Court Reporter
 - v. Child Custody Recommending Counselor (I, II)
 - vi. Information Specialist series (I, II)
 - vii. Financial Analyst (I, II, III)

- b. The following classifications shall be increased by 7%
 - i. Legal Office Assistant (I, II)
 - ii. Office Assistant (I, II)

B. Effective January 1, 2020, the base salary of employees in the bargaining unit shall be adjusted as follows:

- a. The following classifications shall be increased by 4%
 - i. Court Clerk series (I, II, III)
 - ii. Senior Clerk
 - iii. Court Collections Clerk series (I, II, III, IV)
 - iv. Court Reporter
 - v. Child Custody Recommending Counselor (I, II)
 - vi. Information Specialist series (I, II)
 - vii. Financial Analyst (I, II, III)

- b. The following classifications shall be increased by 5%
 - i. Legal Office Assistant (I, II)
 - ii. Office Assistant (I, II)

C. Effective January 1, 2021, the base salary of employees in the bargaining unit shall be adjusted as follows:

- a. The following classifications shall be increased by 3%
 - i. Court Clerk series (I, II, III)
 - ii. Senior Clerk
 - iii. Court Collections Clerk series (I, II, III, IV)
 - iv. Court Reporter
 - v. Child Custody Recommending Counselor (I, II)
 - vi. Information Specialist series (I, II)
 - vii. Financial Analyst (I, II, III)

- b. The following classifications shall be increased by 5%
 - i. Legal Office Assistant (I, II)
 - ii. Office Assistant (I, II)

D. Effective January 1, 2022, the base salary of employees in the bargaining unit shall be adjusted as follows:

- a. The following classifications shall be increased by 3%
 - i. Court Clerk series (I, II, III)
 - ii. Senior Clerk
 - iii. Court Collections Clerk series (I, II, III, IV)
 - iv. Court Reporter
 - v. Child Custody Recommending Counselor (I, II)
 - vi. Information Specialist series (I, II)
 - vii. Financial Analyst (I, II, III)

- b. The following classifications shall be increased by 5%
 - i. Legal Office Assistant (I, II)
 - ii. Office Assistant (I, II)

8.02 Union Notification

The Court shall give the Union seven calendar days to review and respond to newly created or modified job descriptions, position allocations and salary adjustments related to such changes.

8.03 Payment of Compensation

The court pay period is established as monthly.

Employees will be paid once a month, on the 5th workday of each month, not including holidays, for the previous pay-period month. The compensation and leave accruals for part-time employees will be in proportion to full-time and reflect the employee's scheduled working hours.

Leaves of absence without pay will result in a reduction of compensation based upon the actual hours or fraction (.25 hours) thereof, during which the employee is in a non-paid status.

8.04 Salary Determination

All non-exempt employees shall be compensated on an hourly basis and shall receive overtime when eligible as referenced in Article 10 – Overtime and Comp Time.

ARTICLE 9 – PROCEDURES FOR LONGEVITY INDEX

9.01 Salary Based upon Longevity

A regular employee's salary will be determined based upon years of service to the Court.

9.02 Salary Determination or Adjustments

Unless specifically stated otherwise, employees hired on or before December 31, 2016, will have their salary determined or adjusted by multiplying the base rate for their classification, as specified on the Court's salary schedule, by the index rate on the table below as determined by their service computation date (SCD), consistent with the applicable sections of this Article.

LONGEVITY INDEX:				
Number of Years' Service	Index Rate		Number of Years' Service	Index Rate
Less than 1	1.0000		21	1.4550
at least 1	1.0500		22	1.4700
" 2	1.1030		23	1.4850
" 3	1.1580		24	1.5000
" 4	1.2160		25	1.5150
5	1.2160		26	1.5300
6	1.2300		27	1.5450
7	1.2450		28	1.5600
8	1.2600		29	1.5750
9	1.2750		30	1.5900
10	1.2900		31	1.6050
11	1.3050		32	1.6200
12	1.3200		33	1.6350
13	1.3350		34	1.6500
14	1.3500			
15	1.3650			
16	1.3800			
17	1.3950			
18	1.4100			
19	1.4250			
20	1.4400			

Unless specifically stated otherwise, employees hired on or after January 1, 2017, will have their salary determined or adjusted by multiplying the base rate for their classification, as specified on the Court's salary schedule, by the index rate on the table below as determined by their service computation date (SCD), consistent with the applicable sections of this Article.

LONGEVITY INDEX:				
Number of Years' Service	Index Rate		Number of Years' Service	Index Rate
Less than 1	1.0000		25	1.5150
at least 1	1.0500		30	1.5900
" 2	1.1000			
" 3	1.1500			
" 4	1.2000			
5	1.2160			
10	1.2900			
15	1.3650			
20	1.4400			

9.03 To Determine an Employee's Monthly Salary

- A. Determine the number of years of service an employee has completed based on his/her SCD.
- B. Refer to the "Number of Years' Service" column; go to the number of years of service that an employee has completed and locate the "Index Rate" immediately to the right.
- C. Refer to the Court's salary schedule and find the current title of the employee's position. Multiply the corresponding index rate by the base rate for the employee's classification.
- D. Round up to the nearest whole dollar.

9.04 To Determine an Employee's Hourly Rate

- A. Determine the Monthly Salary from above.
- B. Take the Monthly Salary and multiply it by twelve months.
- C. Divide the total by 2,080 average work hours in a year.
- D. Use standard rounding to the nearest whole penny.

9.05 Service Computation Date (SCD) and Index Rate Determination

A regular employee's SCD determines his/her index rate. The SCD is computed by adjusting the employee's current hire date for any qualifying prior service with either the County or a California trial court ([see Section 9.07](#)), and adjust for any leave without pay (LWOP.) The employee's SCD does not affect or determine his/her probationary period or when he/she receives performance evaluations.

9.06 Salary Anniversary Date (SAD) For Longevity Index Rate Adjustments

A. Salary Anniversary Date

The employee's SAD will be the first day of the month during which his/her SCD occurs (instead of hire date.)

B. Longevity Index Increases

Longevity Index increases will occur automatically on the employee's SAD.

9.07 Prior Service

A. County Service

For Court employees hired prior to December 1, 2014 who have previous work history in a Yuba County department who previously either transferred or were hired off a list will receive prior service credit for their time worked for the County. The prior service credit will be the total number of calendar days between a current employee or applicant's previous hire date and termination dates with the County as a regular employee.

B. California Trial Court Service

The Court recognizes the benefit in having employees with qualifying prior California trial court experience. In order to acknowledge and reward employees who have such service, the Court established a Prior Court Service Policy for permanent full-time or part-time employees. The Court's acceptance of an employee's prior service will not impact a probationary period or evaluation date.

1. Qualifying Service Credits

The Court will recognize and credit qualifying prior work experience acquired in a California trial court, whether the service was full-time, part-time, or extra help, for purposes of calculating an employee's longevity adjustment and vacation accrual. For other than full-time prior employment, time will be calculated on an hourly basis but will be credited only in increments of full, eight-hour days. (For example, if an employee has 244 hours of qualifying prior service credit, the 244 hours will be divided by 8 and the employee will be credited with 30 days.)

2. Application Time Restrictions

- a. An individual who has been offered employment with the Court may request credit for prior service prior to his/her actual start date, but no later than thirty days from his/her date of hire, using the Court's Application for Prior Service Credit form.
- b. In the discretion of the Court Executive Officer, this deadline may be extended for an additional thirty days on a case-by-case basis.
- c. Recognition and credit for qualifying prior court service will begin on the 1st day of the month following the Court's acceptance of such service.

3. Documentation

To apply for prior service credit, an employee must complete the Court Application for Prior Service Credit form and attach to it verification of prior qualifying service. Verification of prior service may be in the form of pay stubs, verification of employment notice, or other official communication from the previous California trial court employer. The completed application form and documentation must be submitted to the Court Executive Officer within the timelines set forth above.

9.08 Leave With Out Pay (LWOP)

LWOP will be computed as follows:

A. Effective January 1, 2004

Each accumulated eight-hour increment of LWOP (excluding non-scheduled work days and weekends) will reduce an employee's SCD by one day.

B. Prior to January 1, 2004

For LWOP prior to January 1, 2004, the granting of any leave of absence without pay exceeding fifteen (15) calendar days shall cause the employee's SAD to be postponed (moved forward) a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave.

9.09 Salary upon Promotion or Demotion

When an employee is promoted or demoted to a classification with a different Base Rate the employee will have their salary adjusted by multiplying the Base Rate for their new classification as specified on the Salary Schedule, by the Index Rate as determined by their Service Computation Date (SCD), unless the employee is Y-rated in accordance with Section 9.10.

9.10 "Y-rated" Salary

A. Reclassification

An employee shall be eligible for a Y-rate when he/she is reclassified as a result of a management-initiated classification or compensation study to a classification with a lower base rate that is more than ten percent (10%) lower than the employee's classification. The employee's salary (i.e. current base rate when multiplied by his/her longevity index rate at the time of reclassification) will be Y-rated (or frozen). The Y-rated salary will not be subject to any change due to a general salary increase or an increase in the employee's longevity index rate. The Y-rated salary will remain in place for a maximum of two years or until the Y-

rated salary no longer exceeds the salary determined by multiplying the base rate of the employee's classification by his/her longevity index rate, whichever first occurs.

B. Y-rate Removal

The Y-rate will be removed under the following circumstances:

1. General Increase/Index Rate Advancement

A general salary increase and/or change in the employee's longevity index rate, such that when applied to the base rate of the employee's classification it equals or exceeds the employee's Y-rated salary.

2. Promotion to Higher Class

The employee promotes to a position with a higher base rate, such that when the employee's current longevity index rate is applied, his/her salary is equal to or exceeds the employee's Y-rated salary.

3. Two Year Maximum

Upon reaching the maximum two year period following the date on which it was applied, as allowed in Section 9.10 (A), the employee's salary will be adjusted to the current salary and longevity index rate in accordance with Sections 9.02 and 9.03 of this Article.

C. Effect on SCD and SAD

The employee's Salary Computation Date (SCD) and his/her Salary Anniversary Date (SAD) will not be affected by the application and/or removal of a Y-rate.

D. Applicability

Y-rates will not apply to:

1. Demotions that are a result of a disciplinary action.
2. Voluntary demotions or transfers.

9.11 Salary Upon Reclassification

A. No Change

When a reclassification results in no change to the base rate of the classification, there will be no change to the employee's salary.

B. Higher Class

If a reclassification results in an employee's position being assigned to a classification having a higher base rate of pay, their salary shall be determined consistent with Section 9.09.

C. Lower Class

If a reclassification results in an employee's position being assigned a lower classification having a lower base rate of pay, the employee's salary shall be determined consistent with Section 9.09, unless the employee is Y-rated in accordance with Section 9.10.

ARTICLE 10 – OVERTIME AND COMP TIME

10.01 Overtime

A. Overtime Work Defined

1. 40-Hour Work Period

Overtime work shall be defined as all work specifically authorized by Court management that is performed in excess of 40 hours per week.

- a. Time worked beyond the official 40 hour work week shall not be considered overtime unless it has been specifically ordered or authorized by Court management. In sudden emergency situations when prior authorization for overtime is not possible, the approval of the Court Executive Officer shall be sufficient.
- b. Overtime earned shall be rounded up or down to the nearest quarter ($\frac{1}{4}$) hour worked.

2. Time Worked Calculation

The following shall be counted as time worked for purposes of computing overtime:

- a. Actual hours worked
- b. Sick Leave
- c. Holidays (including Floating Holidays)
- d. Compensatory time off (CTO) used during the week.
- e. Special provisions as described in this Article.

3. Application of Paid Vacation

Time spent on paid vacation shall not be counted as time worked for purposes of computing overtime except:

- a. When an employee is required to work overtime for an emergency situation after taking a scheduled vacation in that work week, that vacation time shall be counted as time worked for overtime purposes in that week.
- b. When an employee is called off vacation for a Court-wide declared emergency resulting from a natural disaster.
- c. When an employee is called in to work on a regular day off.

B. Application of Overtime

1. Overtime Work

If, in the judgment of Court management, work beyond the official 40 hour work week is required, a court manager may order such overtime work. This overtime work will be compensated for as provided in this section. The Court will make a good faith, reasonable effort to identify overtime opportunities for those employees capable of performing the work with

minimal direction. The Court will make a good faith, reasonable effort to assign overtime work equitably among all qualified employees. In the assignment of overtime under this provision, Court management may consider special skills required to perform particular work.

Notwithstanding the above:

- a. If the responsible manager/supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.
- b. When assigning overtime, the Court will give first consideration to those employees who are currently assigned to the job.

2. Counting Overtime / Comp Time

Time worked as overtime shall not be counted as service time for purposes of employee benefits, eligibility or accrual or early completion of probationary period or for longevity increases. Compensatory time off taken by an employee may be used as part of the established work week to earn employee benefits and to serve out probation and longevity increase periods.

3. Limitation on Hours Worked

No permanent or probationary or limited term employee may be employed in one or more positions, full-time or part-time, more than a total of 40 hours per week, except for authorized overtime, unless authorized by the Court. Nothing in this section shall preclude an employee from temporarily serving in another capacity in the event of an emergency, provided he has the approval of his manager.

4. Application of Comp Time

Except as otherwise provided in this section, an employee who works compensable overtime shall be paid or given compensatory time off at the discretion of Court management for such compensable overtime at the rate equal to one and one-half times the hourly equivalent of such employee's monthly salary as of the time that the overtime was worked.

C. Overtime Payment

1. Overtime Compensation Rate

Employees are assigned FLSA Non-Exempt status. Non-Exempt employees shall be compensated for overtime at one and one-half times their regular rate of pay, or comp time off at one and one-half times the hours actually worked, in excess of 40 hours per week. Courtroom overtime is paid in cash compensation. However, if the employee wishes to receive compensatory time off (CTO) credit for courtroom overtime, he must designate such preference on the applicable timesheet.

2. Work in Excess of Twelve Hours

If a Court employee is required to work in excess of twelve hours, the employee will be compensated at the rate of two times their normal hourly rate of pay for all hours worked in excess of the normal eight hour workday.

10.02 Compensatory Time Off

A. Use of Compensatory Time Off

1. Written Approval

The Court Executive Officer shall determine the period when accrued compensatory time off may be taken by each employee consistent with the needs of the department. Managers must give prior approval in writing before compensatory time off may be granted.

2. Denial of Request

Denial of an employee's request for use of compensated time off must be based on business necessity.

3. Last Day of Work

Employees who are terminating their employment for reasons other than Court retirement (with no other employment) shall not use comp time as their termination date (e.g. requesting comp time to begin March 7 while actual termination date is March 13, etc.).

B. CTO Minimum Charge

CTO must be taken in at least one quarter (1/4) hour increments.

C. CTO Maximum Accruals

At no time shall compensatory time off (CTO) carried by an employee be more than 80 hours unless otherwise indicated in this article. When the CTO balance reaches the maximum and the department cannot let the employee off, the Employee shall be paid for all hours over the maximum.

10.03 Cash Compensation

A. Separation of Employment

Any employee separating from Court service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.

ARTICLE 11 – BILINGUAL PAY

11.01 Qualification

An employee is a “qualified bilingual employee” if he or she has taken and passed the Court qualifying language test in a language for which the Court has determined there is a regular and recurring need for bilingual language skills. If the Court determines a need for bilingual skills in

a language for which the Court does not have a qualifying language test, the Court will arrange for the employee to take a language test administered by the State.

11.02 Premium Compensation

Employees who use bilingual language skills in the course of their duties shall receive a differential for only the hours the skill is utilized. Hours will be rounded to the nearest quarter hour. Employees must complete a monthly log showing the date, time, and matter for which the bilingual skill was used. Employees shall receive \$1.50 per hour in addition to his/her regular hourly rate of pay. Premium compensation shall also be included when calculating the overtime hourly rate for any overtime hours earned.

ARTICLE 12 – EDUCATION INCENTIVE PROGRAM

12.01 Education Incentive Program

The Court encourages educational achievement to enhance services to the public by employing staff who are better equipped to meet the needs of the public.

12.02 Eligibility

All permanent full-time or part-time employees of the Court who are in good standing are eligible to participate in this program, as long as the degree is not a requirement for the employee’s position.

12.03 Qualification Criteria

In order to qualify, an eligible applicant must have attained an Associate of Arts or Science, a Bachelor of Arts or Science, or a Masters’ degree from an accredited college or university.

12.04 Program

A. Award Amounts

In recognition of an employee’s educational achievement additional salary shall be awarded as follows:

Degree	Salary Differential
Associates	2%
Bachelors (with Prior Associates Degree Credit)	2%
Bachelors (without Prior Associates Degree Credit)	4%
Masters	2%
Licensed Clinic Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Marriage and Family Therapist (MFT), or equivalent.	5%

B. Limitation on Salary Differential

If an employee obtains a bachelors' degree and has not already received credit for an associates' degree, he/she will be awarded a 4% salary differential. However, if an employee was previously awarded a 2% salary differential for an associates' degree, then subsequently obtains a bachelors' degree, the employee will be awarded a 2% salary differential for the bachelors' degree.

C. Salary Differential

The salary differential is calculated on the employee's base pay.

D. Application of Salary Differential

The salary differential will be awarded to each qualifying employee once for each type of degree, i.e., an employee will receive a 2% pay differential for one associates' degree, regardless of how many associates degrees the employee has or may obtain in the future.

E. Subsequent Application

Once an employee has officially qualified, no further application is required in subsequent years unless there is a change in the employee's qualification status or a break in service has occurred.

12.05 Procedure

A. Application Form

To apply for education credits, an employee must complete the Court Application for Education Credit form and attach to it satisfactory verification of such education.

B. Submission of Form

The completed application shall be submitted to the Court Executive Officer or designee for review and approval.

C. Expediency in Processing Application

The Court will make every effort, in processing the application, to ensure that if approved, the education credit salary increase will take effect for the first pay period following the application's submittal. However, the Court Executive Officer or designee, in his/her discretion, may extend the deadline to allow an employee additional time to provide supplementary documentation, if required by the Court.

ARTICLE 13 – TUITION REIMBURSEMENT

13.01 Program Purpose

The Tuition Reimbursement Program was established for the purpose of achieving the following objectives:

- A.** Developing employee administrative, professional, technical, supervisory and management knowledge, skills and abilities;

- B. Providing employees with assistance in developing their potential for promotion with the Court;
- C. Increasing employee job interest and morale;
- D. Providing financial assistance for employee development which is in the best interest of the employee and the Court;
- E. Assisting in the development of more effective and efficient employer/employee relationships;
- F. Fostering and encouraging continuing education and training for Court employees resulting in more highly skilled, effective and efficient public service.

13.02 Program Funding

A total of \$2,500 per year will be made available to fund the program. Due to limited program funding, employee participation shall be on a first-come, first-served basis and shall be available only for employees who are performing their jobs satisfactorily; however, the Court may consider allowing an employee who has performance issues to participate in the program if the course he/she is taking will likely result in an improvement in his/her performance.

13.03 Eligibility

Permanent full-time or part-time Court employees who meet all requirements and comply with all requisites and procedures of this program are eligible to participate. Probationary and extra help employees are not eligible.

13.04 Qualifying Programs

Financial assistance will be provided for eligible Court employees who enroll in an accredited college or university.

13.05 Program Criteria

For eligible employees, this program will reimburse for college/university tuition, registration fees and books based on the following criteria:

- A. **Tuition and Books**
Tuition, registration fees and book expenses will be reimbursed to a maximum of \$500 per employee per fiscal year.
- B. **Approval Required**
Application for reimbursement must be submitted within one week from the date the employee becomes enrolled in the class or coursework.
- C. **Course Related to Employment**
The course must be directly related to the employee's job and the employee must obtain a "C" average or better grade. A "Pass" is equivalent to a "C" average if the course is graded as "Pass" or "Fail". Coursework receiving a grade designation other than a letter grade or Pass/Fail *may* not be eligible under this program. It is the responsibility of the employee to provide the college/university's grade policy to the Court Executive Officer (CEO) or designee for determination of eligibility.
- D. **Reimbursement and Other Restrictions**

1. **Duplication**
No reimbursement will be made for any course that duplicates available in-service training, or that duplicates training an employee has already had.
2. **Cost Defrayed by Other Agency**
No reimbursement will be made if an employee's education cost is being defrayed by another agency, such as the State or Federal Department of Veterans' Affairs.
3. **Failure to Complete Course**
If an employee fails to complete an approved course for any reason, no reimbursement will be made.
4. **No Paid Time for Course Work**
This program does not encompass granting paid time for education or travel time. Employees attending coursework during their regular work hours must use vacation, CTO or, upon Department Head approval, a flexible work schedule.
5. **Other Uncovered Costs**
This program will not pay for conventions, workshops, institutes or retreats, transportation or travel expenses, parking, toll fees, student body fees, (unless required for registration) lodging or meals.

E. Determination of Course Eligibility

Determination of course eligibility will be made by the employee's supervisor and the CEO or designee. Courses which may be part of a degree program but are not Court-related may be considered for reimbursement; however, the employee must declare a degree objective consistent with the mission and goal of the Court.

13.06 Program Procedures

The following procedures will be used by employees who are interested in participating in this program:

A. Application for Approval

1. **Application Form**
An application for reimbursement must be made on the approved form provided by the Court within one week from the date the employee becomes enrolled in the class or coursework. Review and a decision regarding approval or denial will be provided as soon as possible, which may not occur prior to the beginning of the course work beginning.
2. **Approval of Supervisor**
The completed form must be presented to the employee's supervisor who will review it, approve or deny it, and deliver it to the CEO or designee.
3. **Completion of Application**
All information required on the application form must be complete, including:
 - a. Full course title, course days and times, and timeframe of coursework;
 - b. Units/Credits and grade designation;

- c. Requested amount for tuition and/or book expense reimbursement;
- d. Description of the course and how it relates to employee's Court position or career field/degree work;
- e. Catalog or schedule-of-classes description of the course.

B. Application for Reimbursement

1. Submission of Claim for Reimbursement

After successful completion of the course, a completed claim form must be submitted to the employee's supervisor within 45 days after completion of the course.

2. Required Claim Attachments

Attached to the claim form must be:

- a. Proof of successful completion of course, i.e., grade report, transcript, etc.;
- b. Original receipt of tuition amount paid;
- c. Original receipt or proof of purchase of the approved course textbook(s) showing amount paid;
- d. Copy of approved Application for Course Approval with Part Two completed.

C. Invalidation of Claim

Failure to follow these procedures or provide requisite documents invalidates a claim for reimbursement.

ARTICLE 14 – ASSIGNMENTS REQUIRING TRAVEL

If a Court employee is required or authorized to travel in the course of his employment, he shall be subject to the terms, conditions and restrictions set forth in the Court's Travel Policies and Procedures in effect at the time of said travel.

ARTICLE 15 – BENEFIT PROGRAMS

15.01 Benefit Program Coverage

All regular employees working an average of 20 regularly scheduled hours per week and the employee's dependents shall be entitled to participate in the Court health plans which are currently administered by the Court. Coverage shall commence when the employee is eligible for coverage under PERS rules and the health plan carriers' rules. If the employee elects medical coverage, the employee must participate in a dental plan option and the vision insurance.

15.02 Medical, Dental and Vision Insurance

The Court currently offers health, dental and vision insurance through CalPERS Health Insurance Program which is administered by the Court. Employees have a variety of PPO and HMO medical plans available through CalPERS, however the HMO's are available through zip code eligibility. Dental/Vision plan options include a basic plan and a buy-up plan. Once the selection is made, it will remain in force until the current calendar year-end and will automatically renew unless the employee makes a new selection during an open enrollment

period. Changes made during open enrollment will be effective January 1st of the next calendar year.

The Court will maintain health insurance through the CalPERS Health Insurance Program and make available all plans for which employees are otherwise eligible to participate in as employees of the Court, except as otherwise provided herein in subparagraph D below.

A. Basic Plan

The basic plan for determining the Court's contributions shall be the CalPERS Choice PPO plan and Delta Dental Base Plan and MES Vision Plan.

B. Court's Contribution for Employee

The Court will pay 100% of the basic plan premium for Health / Dental / Vision for the employee only.

C. Court's Contribution for Dependent(s)

The Court will pay 80% of the basic plan premium for Health / Dental / Vision for the employee plus one dependent and the employee plus more than one dependent.

D. Level of Coverage

Should a health benefit program become available that is comparable and cost-efficient to the existing Court-offered health, dental and vision plan, the Court may transfer employees out of the existing plan into the new plan after meeting and conferring with the Union.

E. Opt Out Provision

The cash benefit paid to employees who waive their health, dental and vision insurance as of this date shall be increased to \$350. Employees who elect to drop their health, dental and vision insurance after the effective date of this agreement shall receive the \$350 effective the month following the termination of their coverage.

15.03 Health Insurance Review Committee

Upon request by the Union, the Court and Union agree to the formation of a committee composed of equal members from the Union and management, but no more than two members from each, to meet each year of the contract to review health insurance cost-containment measures and explore less expensive alternatives to the existing health insurance plans. The committee may also include a member from non-management unrepresented staff. The committee may prepare in writing any findings it makes and present them to the CEO.

The CEO agrees to review these recommendations and to provide a response to the committee regarding the recommendations. The Court and the Union understand that the Court is not obligated to implement any of the committee's recommendations.

15.04 Conditional Reopener

If the Court and Union agree that changing providers is in the interest of the Court and the employees, the parties will reopen negotiations to only change provisions of the MOU as they relate to the designated health insurance provider.

15.05 Life Insurance

The Court provides life insurance coverage in the amount of \$20,000 for employees represented by the Union.

ARTICLE 16 – RETIREMENT

16.01 Retirement Formula

Regular Court employees in the general bargaining unit shall be members of the Public Employees' Retirement System (PERS) as provided by law and the terms of the contract in effect between the County of Yuba, current plan administrator for the Court, and the Public Employees' Retirement System, which provides for a 2% @ 55 PERS formula.

16.02 Credit for Unused Sick Leave

Court employees may convert unused accumulated sick leave at time of retirement to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave in accordance with the PERS formula. For policy and procedures regarding this provision, review [Section 18.14](#) of this MOU.

16.03 Pre-Retirement Optional Settlement 2 Death Benefit

Effective January 1, 2007, Yuba County amended its Miscellaneous Employee contract with the Public Employees Retirement System (PERS), which covers Court employees, to provide the Pre-Retirement Optional Settlement 2 Death Benefit. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit, which is the highest monthly allowance a member can leave a spouse or domestic partner, in lieu of the lump sum Basic Death Benefit.

ARTICLE 17 - VACATION LEAVE WITH PAY

17.01 General Policy

Vacation leave with pay shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay.

17.02 Vacation Accrual

A. Vacation Leave Accrual

Vacation leave begins to accrue the first day of the month in which the employee begins work.

B. Effect of Leave Without Pay

No vacation leave shall be earned when an employee is on leave without pay for half of a working month or more.

C. Separation from Employment

No credit shall be earned for less than a full final month's service when an employee separates for any reason.

17.03 Date of Appointment

For purposes of this Article, the date of appointment shall be an employee's SAD as determined in Section 9.06a.

17.04 Part-Time Employee

A part-time employee shall accrue vacation leave in the proportion that his regularly scheduled hours of service compares to regular full-time service.

17.05 Rates of Accrual

Each regular full-time employee shall accrue and receive vacation leave based on the following as computed from his/her SCD:

Length of Service	Number of Hours Per Month
Through completion of 5 years	8 hours
More than 5 through completion of 10 years	11 hours
More than 10 through completion of 15 years	13 hours
More than 15 through completion of 20 years	14 hours
More than 20 years completed	16 hours

17.06 Maximum Accrual

Vacation leave shall be accumulated to a maximum limit as set forth below:

Unit	Hire Date	Maximum Accrual
General Unit	Before 8/19/1986	2 Years (384 hours)
General Unit	On or After 8/19/1986	240 Hours

The manager and employee shall, while considering the needs of the Court, schedule sufficient vacation to avoid the employee exceeding the maximum accrual by the end of the fiscal year (June 30.) Should the employee fail to request time off, the manager may schedule the vacation to the extent necessary to insure the employee does not exceed the maximum accrual. In the event an employee goes over the maximum accrual as a result of vacation denial, the employee shall be compensated for all lost hours.

17.07 Use of Vacation Leave

A. Vacation Leave Usage

Vacation leave credit shall be available on the first day of the month following the month when vacation leave credit is earned.

B. Scheduling Vacation Leave

The manager shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.

C. Denial of Leave Request

Denial of an employee's request for use of vacation leave must be based on business necessity.

D. Last Day of Work

Employees who are terminating their employment for reasons other than Court retirement (with no other employment) shall not use vacation as their termination date (e.g. requesting vacation to begin March 7 while actual termination date is March 13.)

E. Re-Employment

A person receiving pay in lieu of unused vacation may not be re-employed by the Court in any other capacity until a number of working days equal to the number of days he was paid for vacation have elapsed following the effective date of separation.

17.08 Workers Compensation / SDI Exception

An employee on Workers' Compensation or SDI may make an irrevocable choice before he exhausts his sick leave not to use his vacation to supplement his disability benefits. However, should he do so, he may not use his vacation until he has returned to work full time for one month, nor may he be eligible for donation of catastrophic leave (see Article 22, Leave of Absence Without Pay.)

17.09 Minimum Charge

In any use of vacation, the minimum charge to the employee's vacation account shall be one-quarter hour. Additional actual absence over one-quarter hour shall be charged to the nearest one-quarter hour and shall not exceed the employee's accrued vacation hours.

17.10 Cash Compensation upon Separation of Court Service

An employee whose employment is terminated for any reason shall be paid a sum equal to his accrued vacation leave. Such sum shall be computed on the basis of the hourly equivalent of such employee's monthly salary as of the date of separation of employment.

17.11 Approval of Vacation Leave

Approval of vacation time is dependent upon the following factors:

- The Court's workload requirements and business needs;
- The order in which the requests are received;
- Current or future vacation accrual balances.

A. Requests

Vacation requests must be made in writing on the approved Court form and must be approved in advance by the employee's manager. Requests may be submitted up to one calendar year in advance. (A calendar year is considered to be January 1st to December 31st.) An employee must either (a) have the vacation time requested accrued on the books prior to requesting vacation, or (b) have the ability to accrue the vacation time prior to the anticipated vacation date.

B. Approval Rescinded

If an employee with approved vacation expends all available leave balances prior to the approved vacation, the vacation approval for any time not covered by leave balance shall be rescinded. If the employee wishes to request leave without pay, he/she must submit an official leave without pay request form to his/her supervisor, who shall recommend approval or denial and submit the form to the CEO, Deputy CEO (or designee) for final determination. Managers do not have the authority to approve leave without pay.

C. Timeliness of Request

The time-off request form must be submitted no later than the Friday prior to the requested vacation. In special circumstances, when a vacation of two days or less is requested, approval must be obtained no later than the business day before the requested vacation, unless a manager waives this requirement due to the circumstances. If an employee wishes to take less than eight hours off, a manager may approve this leave the same day as requested if the business needs of the Courts are met; however, this shall only be used for unusual situations and shall not be a routine practice.

D. Multiple Requests

During certain times of the year when numerous vacation requests are received, the possibility exists that not all requests can be granted. Where a conflict arises in which not all employee vacation requests can be approved for the same date(s), the operational needs of the Court shall govern. However, the manager shall consider whether any of the employees requesting vacation worked the prior year on the date(s) requested, and if so, the employees who previously worked will be given priority, on a first-come, first-served basis.

E. Christmas Eve

The Courts will determine the staffing requirement for December 24th during the early part of December so that as many employees as possible can plan to have that day off.

F. Appeal of Denial

A manager's denial or failure to act on a request for vacation may be appealed to the CEO, Deputy CEO (or designee) within fifteen calendar days of the date it was submitted or denied. The CEO, Deputy CEO (or designee) shall have five calendar days to respond.

17.12 Sick Leave While on Vacation

If an employee or a member of the employee's immediate family (for purposes of this section shall be defined as the employee's spouse, domestic partner, child or parent, and the child or parent of employee's spouse or domestic partner) and other family members in the discretion of the CEO or designee, becomes ill or injured during an employee's authorized vacation leave, the employee may apply to terminate his/her vacation and use sick leave or apply to convert his/her use of vacation to sick leave upon return to work. In order to exercise this option the employee must provide written verification that is satisfactory to the Court that demonstrates that had the employee been working the illness or injury would have qualified for the employee to use his/her sick leave accruals.

ARTICLE 18 – SICK LEAVE WITH PAY

18.01 General Policy

Sick leave with pay shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay.

18.02 Definition

Sick leave means the necessary absence from duty of an employee because of:

- A. The employee's illness or injury;
- B. The employee's exposure to a contagious disease;
- C. Any medical treatment or recovery from such treatment prescribed by a licensed practitioner.
- D. The death of a person in the employee's close family as set forth in Article 22.
- E. The illness of a member of the employee's immediate family who requires the care and assistance of the employee. Up to 80 hours per calendar year of the employee's accumulated unused sick leave may be used for this purpose.

18.03 When Sick Leave Begins to Accrue

Sick leave begins to accrue the first day of the month in which the employee begins work.

18.04 Part-Time Employee

A part-time employee shall accrue sick leave in the proportion that his/her regularly scheduled hours of service compares to regular full-time service.

18.05 Rate of Accrual

Sick leave shall be earned and accrued without a maximum limit and shall be earned as follows:

- A. **Full-Time Employee**
Each regular full-time employee shall accrue sick leave with pay at the rate of eight hours per month.
- B. **Part-Time Employee**
A part-time employee shall accrue sick leave in the proportion that his regularly scheduled hours of service compares to regular full-time service. (Extra help employees do not receive sick leave.)
- C. **Leave Without Pay**
No sick leave credit shall be earned when an employee is on leave without pay for half of a working month or more. No sick leave will be earned for less than a full final month's service when an employee separates for any reason.

18.06 Use of Sick Leave

- A. **Earned Accruals**

Sick leave accruals may be used in accordance with the provisions of this MOU once they are earned. Sick leave accruals earned on the last day of the month are available for use the first of the following month.

B. Determination of Usage and Return to Work

Sick leave usage and ability of an employee to return to work shall be determined by Court rules, regulations, and procedures regardless of determinations made by the State of California under the State Disability Insurance (SDI) or Worker's Compensation (WC) program.

C. Return to Work

An employee shall return to work as soon as he recovers from an illness or injury including the return to a work day in progress.

D. Reporting Absences Due to Illness / Injury

1. Notification

Employees who are too ill or injured to work are required to contact their manager before the beginning of their work shift, if feasible, but no later than within the first hour of work. Managers or designees shall have the option of instructing employees to either leave a message for the manager or a department designated contact person. If a message is left, it shall include a call-back number for any follow-up information.

2. Call-In Waiver

An employee that has been directed by a medical professional to remain off work for more than one day shall not be required to report their absence each day, if they have provided acceptable documentation to the Court verifying the attending medical professional's directions.

3. Required Information

An employee may be required to provide sufficient information of the need for and use of sick leave to determine if leave requested is legitimate and/or qualifies for FMLA / CFRA leave.

18.07 Minimum Charge

In any instance involving use of a fraction of a day's sick leave, the minimum charge shall be one-quarter hour. Additional actual absence over one-quarter hour shall be charged to the nearest one-quarter hour and shall not exceed the employee's accrued sick leave hours.

18.08 Workers Compensation/SDI Exception:

An employee on workers' compensation or SDI may make an irrevocable choice before they exhaust their sick leave not to use their vacation to supplement their disability benefits. However, should they do so, they may not use their vacation until they have returned to work full time for one (1) month, nor may they be eligible for donation of catastrophic leave. (Refer to [Article 19 Catastrophic Leave](#)).

18.09 Recovery of Overpayment; Sick Leave Usage in Conjunction with SDI / WC

A. Supplement to SDI / WC

For employees covered under the State Disability Insurance (SDI) program or Worker's Compensation Program (WC), sick leave may be used to supplement these benefit payments. In no instance, however, shall the combination of SDI, WC, sick leave, or other Court benefit payments exceed one hundred percent of

the employee's monthly salary calculated on an hourly, weekly, bi-weekly, or monthly basis.

B. Notification of Overpayment

Employees are required to notify the Court Human Resources Manager within five business days upon receipt of benefits so that the benefits can be integrated. In some cases, due to delays in receiving checks under WC or SDI, employees may be overpaid. When this occurs, employees must make arrangements to pay back the overpayment within five business days unless the employee's condition prevents this. Failure to make arrangements to pay back the overpayment violates Court rules. Accordingly this may result in the Court taking progressive disciplinary action up to and including termination from employment.

C. Voluntary Repayment

If an employee voluntarily makes arrangements for repayment prior to notification of disciplinary action, the Court may agree to limit his/her repayment to 10% of his gross pay each month, or a more substantial amount agreed upon, until the total amount is repaid.

18.10 Exclusions

No employee shall be entitled to sick leave while absent from duty on account of any of the following cases:

- A. Sickness or injury sustained while on leave of absence without pay;
- B. Sickness or injury purposely self-inflicted or caused by willful misconduct;
- C. Subsequent to a determination by the Public Employees' Retirement System that a sickness or injury qualifies an employee for disability retirement.

18.11 Proof Required

The manager shall approve sick leave only after having ascertained that the absence was for an authorized reason. The manager may require the employee to submit substantiating evidence including but not limited to a physician's certificate. The request for substantiating evidence must be made either on or before the time the employee informs the department of his absence or prior to the employee's return to work. If the manager does not consider the evidence adequate, he shall disapprove the request for sick leave.

18.12 Sick Leave While on Vacation

If an employee or a member of the employee's immediate family (for purposes of this section shall be defined as the employee's spouse, domestic partner, child or parent, and the child or parent of employee's spouse or domestic partner) and other family members in the discretion of the CEO or designee becomes ill or injured during an employee's authorized vacation leave, the employee may apply to terminate his/her vacation and use sick leave or apply to convert his/her use of vacation to sick leave upon return to work. In order to exercise this option the employee must provide written verification that is satisfactory to the Court that demonstrates that had the employee been working the illness or injury would have qualified for the employee to use his/her sick leave accruals.

18.13 Loss of Sick Leave

A. Continuity of Employment

Any employee whose continuity of employment is broken for any reason other than Section 18.14 below shall lose his entitlement to any sick leave which he/she has accrued.

B. Re-Employment

When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, such employee shall be credited with any sick leave which he/she had accumulated prior to such break in service. In addition, the prior service of such employee shall also be counted for purposes of vacation entitlement.

18.14 Conversion of Unused Sick Leave for CalPERS Service Credit Upon Retirement

- A.** For Court employees hired on or before August 19, 1986 who have ten (10) continuous years of permanent employment with the Court, upon separation of employment by death or retirement in accordance with provisions of the Public Employees Retirement Law, as amended, or by resignation or layoff, an employee shall be paid a sum equal to 25% of his/her earned sick leave computed on the basis of the hourly equivalent to such employee's monthly salary as of the time of death, retirement, lay-off or resignation.
- B.** Court employees hired after August 19, 1986 are covered through the County contract with CalPERS to provide Section 20965 Unused Sick Leave. In accordance with provisions of the Public Employees Retirement Law, as amended, employees retiring may elect to:

 - 1. Convert all of their unused sick leave to service credit (at a conversion rate of 0.004 year of service credit for each unused day (8-hours) of sick leave certified to CalPERS by the Court); OR
 - 2. If the retiring employee has 10 continuous years of permanent employment with the Court/County, upon retirement the employee may elect to receive up to 25% of his/her unused sick leave as pay at the regular rate of pay in accordance with subsection A above and convert the remaining balance of unused sick leave to service credit.

ARTICLE 19 – CATASTROPHIC LEAVE

Permanent employees of the Court may be entitled to receive donated vacation and/or sick leave hours from other Court employees based on the following criteria:

19.01 Review of Case

Each case will be reviewed individually on its merits and either approved or rejected based upon the principal criteria that the purpose of the catastrophic leave is to attempt to (1) ensure that the employee's medical coverage continues without interruption and (2) provide continued salary for these catastrophic incidents. The final approval or denial will be by the CEO.

19.02 Eligibility

To be eligible, the affected employee must (1) have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., or (2) have a member of his immediate family (for purposes of this section shall be defined as the employee's spouse, domestic partner, child or parent, and the child or parent of employee's spouse or domestic partner) and other family members in the discretion of the CEO or designee with a long-term illness or injury which results in the employee being required to take time off from work to care for that family member **and** (3) must have exhausted all personal vacation, sick leave, compensatory time off (CTO), and management leave, or soon will have exhausted such leave, resulting in the employee being on a non-paid status.

19.03 Types of Requests

The two ways by which catastrophic leave may be requested are: (1) a request by the affected employee (recipient), or (2) a request by a co-worker of the recipient employee, as follows:

A. Recipient Request

A recipient employee may submit a written request on his own behalf to the employee's manager, the Deputy CEO or the CEO specifying the reasons and circumstances surrounding the request.

B. Co-Worker Request

Any employee who feels that another employee has the need for catastrophic leave shall submit the reasons and circumstances in writing to his manager, the Deputy CEO or the CEO, but the recipient must be agreeable to accept any catastrophic leave donations.

19.04 Approval of Request

If the request is approved, the employee desiring to donate time (donor) shall complete the appropriate form as set forth in 4 below.

19.05 Procedure For Donating Hours

The following procedure shall be used for donating hours:

A. Donor

An employee wishing to donate time to another Court employee shall:

1. Complete the Court's Request to Donate Hours to Co-Worker form, **and**
2. Submit the form to his supervisor for verification that the prospective donor has the requested time on the books.

B. Manager's Verification

The manager shall verify that the prospective donor has the time on the books and shall deliver the form to the CEO.

C. Review by CEO

The CEO shall approve or deny the request and, if approved, deliver the form to the Administrative Fiscal Officer ("AFO").

D. Processing by AFO

The AFO shall process the paperwork to effectuate the donation of hours and return a complete copy of the form to the donor and his supervisor.

19.06 Waiver of Dependent Care Sick Leave Limit

When an employee has sufficient sick leave hours accrued and has exhausted 80 hours of family sick leave, the CEO, on a case-by-case basis, may consider waiving the 80 hour limitation on the use of sick leave for dependent care.

19.07 Specified Individuals

Donations may be made to specified individuals only.

19.08 Permanent Status Requirement

The recipient employee must have obtained permanent employment status with the Court.

19.09 Eight-Hour Increments

Donated vacation or sick leave hours must be in increments of eight (8) hour blocks.

19.10 Reclaiming Donated Hours

Once the donor employee has pledged his leave hours, he/she cannot reclaim them until it is determined they are no longer needed by the recipient employee.

19.11 Restriction on Recipient's Accruals

When a recipient employee is utilizing donated hours, he/she will not accrue additional vacation or sick leave time.

19.12 Effect on Employment Rights

In no event shall donated time have the effect of altering the employment rights of the Court or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.

19.13 Voluntary Donation

It is understood that the donation of leave time is strictly voluntary. Information regarding the approval and option to donate shall be made available to employees through the Human Resources Manager, who will issue written notice to all employees when an employee is authorized to receive leave donations.

19.14 Solicitation Prohibited / Confidentiality

Solicitation or other pressure to require employees to donate from their leave balances shall be strictly prohibited, and all donations shall remain confidential.

ARTICLE 20 – HOLIDAYS

20.01 Coverage

All regular full-time and part-time (including probationary) employees shall be entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

20.02 Holidays

The following are declared holidays for all Court employees pursuant to [Government Code § 6700](#) (see also [California Code of Civil Procedure § 135](#)):

1st day of January (New Year's Day)

3rd Monday in January (Dr. Martin Luther King, Jr. Day)

12th day of February (Lincoln's Birthday)
3rd Monday in February (Washington's Birthday)
31st day of March (Cesar Chavez Day)
Last Monday in May (Memorial Day)
4th day of July (Independence Day)
1st Monday in September (Labor Day)
12th day of October (Columbus Day)
11th day of November (Veteran's Day)
4th Thursday in November (Thanksgiving Day) and the following day
25th day of December (Christmas Day)

20.03 Floating Holidays

A. General Policy

On January 1st of each year, the Court grants two floating holidays (16 hours) to each regular full-time employee to be used within the calendar year. Failure to request the use of the floating holidays within the specified time shall result in the loss of any unused holidays at the end of the calendar year, unless otherwise indicated within this section.

B. Rate of Accrual

Floating holidays shall be granted in regards to new hires as follows:

1. **Start Date January 1 through February 28/29**
Employees who began work between January 1 and the last day of February of any given year shall receive 2 floating holidays.
2. **Start Date March 1 through September 30**
Employees who began work between March 1 and September 30 of any given year shall receive 1 floating holiday for that year.
3. **Start Date October 1 through December 31**
Employees hired on or after October 1st will not receive any floating holidays for that year.

C. Part Time Employees

Part Time employees shall receive floating holidays with pay based on the equivalent actual time worked.

D. Usage

Subject to advance approval by the Court, these holidays may be taken at any time during the calendar year but must be taken within the calendar year in which they are given. Failure to take the floating holiday within the specified time shall result in the loss of any unused holidays at the end of the calendar year.

E. Minimum Charge

Floating holidays are to be taken 8 hours at a time and are not to be utilized on a partial basis except for employees on a 4/10 schedule who may use them in 2 hour increments to supplement 8 hour holidays.

20.04 Miscellaneous Provisions

A. If Holiday Falls on Weekend

If a legal holiday falls on a Saturday, then Friday will be observed as a holiday. If a legal holiday falls on a Sunday, then Monday will be observed as a holiday.

B. Eligibility for Holiday Pay

A regular full-time or part-time employee shall be entitled to a holiday with pay only if, but for such holiday, the employee would be scheduled to work and such employee is in a paid status on any part of the workdays immediately preceding and succeeding the holiday (as defined in this Article). The employee shall be entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

ARTICLE 21 – PAID LEAVE

21.01 Paid Administrative Leave

Any regular or probationary employee of the Court may be placed on administrative leave with pay by the CEO when extraordinary circumstances exist and is necessary for the operation of the department.

21.02 Bereavement Leave

Regular Court employees will be allowed to use up to 10 days of accrued leave (sick, vacation, comp time, floating holiday) per death of a close family member. “Close family member” is defined as a spouse or domestic partner; child, stepchild, or person for whom the employee is legal guardian, parent, stepparent, grandparent, grandchild, sibling; the child, parent, grandparent or sibling of a spouse or domestic partner; son-in-law, or daughter-in-law; and other family members in the discretion of the CEO or designee. If all leave balances are expended, an employee may apply for Leave Without Pay, which may be granted in the discretion of the CEO or designee.

If a Regular Court employee prefers not to use the above accrued leave, s/he may elect to use up to five (5) days paid time off — a separate bereavement leave — for death of a close family member as defined above. Requests for bereavement leave 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 the Court Executive Officer or designee. The five-day bereavement leave referenced above cannot be rolled over or compounded if not used within one (1) year of the date of death, and unused bereavement will not be paid out to the employee upon separation from the Court. Upon request, employees must provide the Court with verification of the family member's death.

21.03 Military Leave

The Court will follow the provisions of the [Military and Veterans Code](#) and will establish such rules and procedures as are necessary or expedient.

21.04 Jury Duty

Each regular employee shall be allowed such time off with pay as required in connection with jury duty provided, however, that payment shall be made for such time off only upon remittance of full jury fees (not to include mileage), or upon submission of acceptable evidence that jury fees are waived.

A. Duty to Notify

An employee shall notify his manager immediately upon receiving notice of jury duty.

B. Vacation or CTO Usage

An employee who uses vacation leave or compensatory time off while on jury duty shall not be required to remit or waive jury fees in order to receive his regular salary.

C. Return to Work

The employee shall be required to return to work on any day they are excused from jury duty with over an hour remaining of their work day, or charge the remainder of the day to vacation.

21.05 Witness Duty

A. Leave for Witness Duty

Each regular employee shall be allowed leave with pay in any case where such employee is required by law to appear as a witness in any judicial or administrative proceeding connected with or arising out of the performance of such employee's official duties as a Court employee provided, however, that the payment shall be made for such leave only upon remittance to the Court of all witness fees to which the employee is entitled by law.

B. Payment of Traveling Expenses

In any case where a regular employee is required by law to appear as a witness in any proceeding connected with or arising out of the performance of such employee's official duties as a Court employee, such employee shall be reimbursed for all reasonable and necessary expenses incurred by such employee in making such appearance, including transportation, lodging and meals provided, however, that in order to be entitled to such reimbursement, such employee must remit to the Court any amount which such employee is entitled by law to receive as a witness including, but not limited to, any per diem or mileage allowance.

21.06 Worker Compensation Leave

When an employee incurs an injury/illness in the course of his/her employment and the Court has accepted the worker compensation claim, such employee will be allowed paid release time of 20 hours to receive medical care and/or physical therapy per claim.

ARTICLE 22 – LEAVE OF ABSENCE WITHOUT PAY

22.01 General Policy

An employee shall be authorized leave without pay only after all accumulated vacation leave, floating holidays and compensatory time off have been utilized by such employee. If such leave is requested because of illness or injury of an employee, such employee shall also utilize all accrued sick leave before taking such leave of absence.

22.02 Workers Compensation/SDI Exception

An employee on Workers' Compensation or SDI may make an irrevocable choice before they exhaust their sick leave not to use their vacation to supplement their disability benefits. However, should they do so, they may not use their vacation until they have returned to work full time for one (1) month, nor may they be eligible for donation of catastrophic leave. (Refer to [Article 19 Catastrophic Leave](#).)

22.03 Impact of Leave of Absence Without Pay

A. Leave Accrual

Employees granted a leave of absence without pay in excess of 15 calendar days shall not accrue any annual vacation or sick leave benefits during the period of such leave.

B. Health/Dental/Vision and Life Insurance

Employees granted a leave of absence without pay shall be entitled to maintain any Health/Dental/Vision or Life Insurance program in effect; provided that the cost of all such insurance shall be borne solely by the employee. Exception: in the case of an employee on non-paid leave of absence caused by a job-related injury or illness, the Court will continue to pay the Court's portion of the insurance premiums if, at the time the employee went out on worker's compensation, he had a sick leave balance of 192 hours or more. The employee will be exempt from the accrual requirement if he can demonstrate he would have had the 192 hours had it not been for a serious injury or illness requiring the use of sick leave in excess of 4 weeks (160 hours) at one time

C. Seniority

Seniority credit will not be earned for any period during which the employee did not receive compensation unless the employee is on a non-paid leave of absence caused by a job-related injury or illness. (Refer to [Section 29.02 Lay-Off List Computation Seniority Defined](#) of this Agreement.)

D. Probationary Period

The granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's probationary period to be postponed a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave. (Refer to [Section 27.04 Postponement of Probationary Period](#) of this Agreement.)

E. Service Computation Date (SCD)

A regular employee's Service Computation Date will be adjusted by one day for each 8-hour increment of LWOP.

22.04 Official Leave Without Pay

Initially, an official leave of absence may be authorized for any regular employee for a period of time in **excess** of 15 calendar days but not to exceed 1 year. An official leave of absence without pay may be extended for an additional year provided that the request for the extension is processed in the same manner as the original request and is made at least 10 days prior to the end of the originally authorized leave.

A. Request and Approval or Denial

A request for an official leave of absence shall be made upon forms prescribed by the Court and shall state specifically the reasons for the request; the date when it is desired to begin the leave of absence; and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her manager. In the event that an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, his/her spouse or immediate next of kin may request such leave. The manager shall indicate on the request form his/her recommendation as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Deputy CEO (or designee). If the Deputy CEO (or designee) concurs in the request, he shall deliver a copy to the Human Resources Manager. If the Deputy CEO (or designee) does not concur in the request, the request for an official leave of absence will be forwarded for review to the CEO. The CEO shall determine whether the request shall be approved or denied. If the CEO concurs with the Deputy CEO (or designee) that the request be denied, it is denied.

B. Return to Work after Leave Without Pay

The Court Human Resources Manager shall be promptly notified by the manager of the return of an employee from an official leave of absence.

C. Filling Vacant Position

When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof.

22.05 Failure to Return from Authorized Leave of Absence

Failure of an employee to return upon termination of an authorized leave of absence shall be considered as an automatic resignation. Such resignation may be rescinded by the manager if the employee presents satisfactory reasons for the absence within 3 days of the date the resignation became effective.

ARTICLE 23 – AWOL / Tardy

Employees are expected to report to work in sufficient time to begin work at their designated start time and to return to work promptly from their break and lunch periods. Should an employee be tardy without authorization, their time sheet shall reflect that they were Absent Without Leave (AWOL) for the amount of time they were tardy. It is understood that flexibility is in the interest of both the Court and the employee; however, should the employee's position

require prompt arrival or return to work; or the employee's tardiness becomes excessive or abuse; progressive discipline may be imposed.

A. Absent Without Leave

Employees determined to be Absent Without Leave (AWOL) will be charged Leave Without Pay (LWOP) and will not be required to use vacation hours.

B. Quarter Hour Increments

Leave Without Pay will be charged in quarter hour (1/4) increments for any part of each quarter hour an employee is AWOL.

C. Approval

The employee's leave accruals shall not be charged due to tardiness unless requested by the employee and approved by the Deputy CEO, or the CEO (or designee). Such approval is completely at the discretion of the Deputy CEO or CEO (or designee).

ARTICLE 24 - PROTECTED LEAVES

The Court recognizes and complies with the Family and Medical Leave Act (FMLA Leave), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL) as mandated by Federal or State law.

If an employee feels he is entitled to a leave, he should contact the Court Human Resources Manager for the appropriate paperwork. The leaves will run concurrently where applicable.

ARTICLE 25 – OFFICE CLOSURE AND WORK CESSATION

25.01 Authority of the Chairperson of the Judicial Council

[Government Code § 68115](#) outlines actions which may be taken by the Chairperson of the Judicial Council to close courts and/or move court proceedings in situations of war, insurrection, pestilence or other calamity.

25.02 Unscheduled Closures

A. Local Court Authority

In the event of a loss of electrical power or circumstances justifying the unscheduled closure of the Court facilities or the unscheduled cessation of work, any decision to close the Yuba County Superior Court work site(s) may be made by the Presiding Judge, Court Executive Officer or designee, but in no event will employees be required to remain at the workplace if to do so would jeopardize individual health or safety.

B. Short Duration Outages

Employees must remain at work if electrical outages or cessation of work are one to two hours in length during the regular work schedule, unless to do so would jeopardize employee health or safety or unless the Presiding Judge, Court Executive Officer or designee decides the Court should be closed immediately.

In buildings without generators, alternate lighting sources such as battery lanterns, light sticks, etc. will be used. If service to the public cannot be reasonably provided after two hours, the Presiding Judge, Court Executive Officer or designee may make the decision to close a building to the public, deploy the employees to generator-powered buildings, or to send employees home.

C. Closure Conditions and Criteria

If In the event that it is no longer possible to perform work duties at the current or another departmental work site, and the Presiding Judge, Court Executive Officer or designee, determines it is necessary to temporarily halt work or close the work site, the following information should be considered and communicated to employees prior to excusing them from work:

1. Meal Period Adjustment

If circumstances giving rise to the Presiding Judge's, Court Executive Officer's or designee's decision occurs within two hours of the regular meal period (generally, but not always, defined as Noon to 1:00 p.m.) for employees working at the affected work site, supervisors and managers are expected to keep the worksite open, but are encouraged to allow employees to take a meal break. If a manager chooses to send employees to lunch early due to a work stoppage, employees should be informed to return to their work site immediately following completion of their meal break. In these situations, meal breaks should be neither shorter nor longer than the employee's normal assigned meal break except as agreed to between the Presiding Judge, Court Executive Officer or designee and the affected employee.

2. Ready and Available

Regular employees who are sent home shall be paid for the balance of their regular work day; however, such employees shall remain ready and available to be called back to work by their supervisor for the duration of their regular work day should such a circumstance arise. If an employee who has been called back cannot return to work due to an extenuating circumstance, the employee will be charged the appropriate leave time from the time of call back until the end of the employee's regular shift.

3. Leave Pending Closure

Employees who seek approval to leave work to care for persons or property without having been ordered to leave due to the office closure in accordance with this policy shall use appropriate leave time for time off. If the Presiding Judge, Court Executive Officer or designee subsequently close the employee's work site and no alternate site is chosen, the employee will be charged leave time for the period of time between his/her leaving the work site and the time of closure.

4. Following Day Return to Work

Unless personally notified otherwise by a supervisor or manager, regular employees who are sent home and who are not called back to work that day will be expected to return to work at their regularly scheduled work time on the next scheduled workday.

5. Multiple Day Closure

If the work site closure or work stoppage extends beyond the first work day of closure, employees are expected to remain ready and available for

assignment to their original or another Court work site as quickly as possible.

6. Closure While on Leave

Employees who requested leave in advance of a workday closure such as previously scheduled vacation, sick time or other leave shall have their pre-selected leave balances charged accordingly.

7. Employees Working Alternate Schedules

Employees scheduled to start work at any time after the decision has been made to close a Court worksite or have temporary work stoppage shall be notified as soon as possible by their supervisors or designee that they need not attempt to come to work that day. These employees shall be provided "paid leave" for their regular hours that they were unable to work. This paid leave will not be charged against an employee's sick leave, vacation leave, or CTO balances. Employees are expected to remain ready and available for assignment to their original or another Court work site as quickly as possible.

8. Vacation Call Back

Time spent on paid vacation shall not be counted as time worked for purposes of computing overtime except:

- a. When an employee is required to work overtime for an emergency situation or unscheduled work cessation of work after taking a scheduled vacation in that work week, that vacation time shall be counted as time worked for overtime purposes in that week.
- b. When an employee is called back from vacation to perform work related to the event or events giving rise to the worksite closure or temporary work stoppage.
- c. When an employee is called in to work on a regular day off.

D. Vacation Hours In Lieu of Release

Whenever an employee is required to work during the period that the facility to which he/she is assigned has been closed or the work that he/she normally performs has been temporarily halted, such employee shall receive additional vacation hours equal to the hours he/she was required to work during the closure/work stoppage. This section specifically does not apply to circumstances where all the employees assigned to the worksite are temporarily reassigned to another worksite.

ARTICLE 26 – EMPLOYEE PERFORMANCE EVALUATION

26.01 Purpose

To assess employee work performance in order to enhance the career growth and development of Court employees; to recognize above standard work performance and to identify below standard work performance so that it can be corrected; thereby, effectively utilizing human resources to provide a high level of service to the public while conducting the Court's business.

In furtherance of this purpose, evaluations will include the following:

A. Less Than Meets Standards Criteria

Evaluations that include ratings of less than meets standards will include:

1. A factual narrative statement that identifies specific problems with the employee's work performance that justifies the poor ratings; and
2. Specific reference to when and how the employee received prior counseling regarding the employee's performance deficiencies covered by the performance evaluation; and
3. Constructive recommendations for improving or correcting performance deficiency within a reasonable period of time.

B. Balanced Evaluation

Above standard performance shall be recognized on performance evaluations as well as below standard performance.

C. Evaluation Scope

Performance ratings and narrative comments included on the evaluations shall only address work performance that occurred during the particular period covered by the evaluation.

26.02 Review of Performance Evaluation

A. Employee Discussion

The Manager conducting the evaluation will discuss his/her ratings and narrative comments with the employee prior to the Deputy CEO (or designee) reviewing and signing the evaluation.

B. Evaluation Review

Every employee has the right to meet with his or her Manager concerning the results of the performance evaluation. The employee may also request a meeting with the Deputy CEO (or designee) to review the performance evaluation if the overall evaluation is below standard or unacceptable. Such review(s) must follow the formal chain of command established for the Court. The performance evaluation may be modified by or at the direction of the Manager or the Deputy CEO (or designee) if he/she determines that it is unsupported by the facts or if it is determined that the evaluation is arbitrary and/or capricious.

C. Employee Response

The employee may not formally appeal a performance evaluation. However, if the employee does not agree with evaluation ratings or narrative comments, after meeting with the Manager and the Deputy CEO, he/she shall have the right to file a written response within 30 days from the date the review is completed. A copy of the employee's response shall be attached to all copies of the performance evaluation maintained by the Court.

ARTICLE 27 – PROBATIONARY PERIODS

27.01 Probationary Periods

All persons entering Court Service by appointment to a permanent position shall serve a probationary period of 12 months. Probationary periods are considered as a continuation of the selection process and apply to all initial appointments, promotions, and employee-initiated lateral transfers to a different position.

27.02 Computing the Probationary Period

Probationary periods shall run from the 1st day of the month following the date of employment, or in the event the date of employment is on the 1st day of the month, then from that date.

27.03 Temporary Appointment

The period of Court Service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, shall not be included in computing the probationary period.

27.04 Postponement of Probationary Period

The granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's probationary date to be postponed a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave.

27.05 Acquisition of Permanent Status

A probationary employee acquires permanent status upon successful completion of the probationary period.

27.06 Probationary Period Upon Promotion

An employee with permanent status who is promoted to a position in a class having a higher base rate shall serve a 12-month probationary period before attaining permanent status in that position.

27.07 Separation During Probationary Period

A probationary employee may be discharged by the CEO or designee without cause during the probationary period. The CEO or designee may, at any time before the effective date thereof, withdraw or cancel such notice of termination. A discharged probationary employee shall have no right of appeal for dismissal or demotion.

27.08 Probation Upon Reclassification

An employee reclassified with a position will not be required to serve a new probationary period because of the reclassification. However, the employee will be required to complete any probationary period regardless of reclassification.

27.09 Failure to Pass Probation Upon Promotion

Notwithstanding any other provision of this MOU, an employee who has attained permanent status in a Court position, and who fails probation in a position to which he/she has been promoted, shall be restored to the position from which he/she was promoted. If the employee has never held permanent status in a Court position, he/she may go back to his old position only with the approval of CEO or designee and shall otherwise have no return rights to any other position. Upon returning to his/her former position, if the employee has held permanent status in that position, a new probationary period shall not be required. If the employee had not

completed probation in that position, he/she shall be required to complete the probationary period not served in that position.

ARTICLE 28 – TRANSFERS AND PROMOTIONAL OPPORTUNITIES

28.01 Transfers

- A. Employee Request**
When a vacancy occurs, an employee may request a transfer to a classification with the same pay in any division within the Court provided the employee meets the minimum qualifications.
- B. Employee Notice**
When the Court plans to fill a vacancy or vacancies, it shall notify current employees of the vacancy for purposes of applying at least 5 business days prior to publicly advertising or filling the vacancy.
- C. Consideration of Transfer Requests**
Current employees who wish to request transfer to a vacant position within their same classification may do so in writing any time after notification, until the position is filled. The qualifications of the employee(s) who have submitted a written request for transfer shall be considered and fairly evaluated.
- D. Court Discretion**
The Court maintains discretion to fill any vacant position. Any employee who has requested transfer to a vacant position will be notified whether or not he/she has been chosen to fill the position.

28.02 Promotions

- A. Filling Vacancies by Promotion; Promotional Lists**
Vacancies in positions shall be filled insofar as possible and consistent with the best interests of the Court from among Court employees.
- B. Advancement According to Merit and Ability**
 - 1. The Court shall encourage economy and efficiency in and devotion to Court service by encouraging promotional advancement of employees showing willingness and ability to perform efficiently the services assigned to them.
 - 2. Effective January 1, 2017, promotional movement through a job series (e.g., I, initial assignment level; and levels II, III, etc.) will not be automatic. Professional movement will be based on the process outlined below in Section 28.02 (selection procedures, eligibility, etc.). This provision applies to all job classifications within the Court, including, but not limited to:
 - a. Legal Office Assistant I & II
 - b. Court Clerk II & III

c. Court Collections Clerk I, II, III & IV

For progression between Court Clerk I and Court Clerk II, the employee will be eligible for promotion upon successful completion of probation and a performance evaluation of meets standards or above. Promotion will be subject to manager's recommendation.

C. Selection Procedures

Whenever the CEO or designee determines that the needs of Court service so require, he/she may announce and hold promotional selection procedures for purposes of establishing Court promotional lists.

D. Eligibility

Promotional examinations shall be limited to current employees of the Court.

E. Qualifications

No employee may participate in a promotional selection procedure unless he/she has the minimum education and experience requirements and any license, certificate or other evidence of fitness as prescribed for the class for which the selection procedure is given.

F. Promotional List

In establishing the promotional list following the selection procedure, the names of the persons who have attained a passing mark shall be placed in the order of final earned ratings. The names of employees who separate from Court service shall be removed from the promotional list.

ARTICLE 29 - LAY OFF AND REINSTATEMENT PROCEDURES

The CEO may lay off employees for organizational necessity within the meaning of [Government Code § 71652](#). For purposes of this section "layoff for organizational necessity" means a termination based on the needs or resources of the Court, including, but not limited to, a reorganization or reduction in force or lack of funds.

29.01 Order of Lay-Offs

Persons shall be laid off in the following order:

- A.** Lay-off shall be by class except as otherwise noted herein.
- B.** When it becomes necessary to reduce the work force, lay-off of regular employees shall be in the order in which their names appear on the Lay-Off List for the affected class, as prepared by the CEO or designee, with those persons having the least seniority credit being first laid off.
- C.** A designated position which requires special or unique knowledge or skills critical to the operation of Court business which is in the same class as other positions within a division of the Court may be exempted from the provision in this Section when recommended by the CEO or designee. Any such action shall be subject to meet and confer notification to the Union.

29.02 Lay-Off List Computation

When it becomes necessary to reduce the work force, the CEO or designee shall establish a lay-off list by class. Said lay-off list shall be based upon seniority as follows:

A. Seniority Defined

1. For each regular employee hired after January 1, 2010, seniority will be measured from such employee's initial appointment to permanent Yuba County Superior Court service. For each regular employee hired before January 1, 2010, seniority will be measured from such employee's initial appointment to permanent Yuba County or Yuba County Superior Court Service, whichever occurred first. Except as modified in Subsection 2, seniority will be measured from such employee's initial appointment. Seniority shall not be calculated nor included for any period during which the employee did not receive compensation. For any employee who is re-employed after separation, seniority shall be measured from the date of his/her most recent appointment.
2. Regular Court employees who held seasonal or limited term status prior to permanent appointment to either County or Superior Court service shall receive seniority credit for said status only if the service was continuously compensated employment prior to a permanent position.
3. One point seniority credit shall be given for each full calendar month of service as specified in (1) and (2) above or for any period of one-half (**1/2**) or more of a calendar month for the first or last months of employment. Except that permanent part-time employees shall receive seniority credit on a proportionate basis to their monthly regular schedule services.

B. Tie Breaking

When two or more regular employees have the same total Lay-Off credit, the tie shall be broken and preference given in the following sequence:

1. Highest position on the employment list of permanent appointment to the employee's present class.
2. Date and time of offer and acceptance of employment with the Court.
3. Random drawing.

29.03 Notice of Lay-Off

The CEO or designee shall either personally serve or mail written notice to the last known mailing address of the employee and UPE as found in the records of the Court at least fifteen (15) days prior to the effective date of the action. If possible, the Court will give thirty (30) days' notice to the effective employee(s) and UPE. Said notice shall include:

- A.** Reason for layoff.
- B.** Regulations pertaining to demotion and displacement in lieu of layoff.
- C.** Effective date of the action.
- D.** Conditions governing retention on and reinstatement from re-employment lists.

- E. Rules regarding waiver of reinstatement and voluntary withdrawal from the re-employment list.
- F. Layoff list credit of the employees.

All employees not in regular positions shall be notified of appointment termination at least forty-eight (48) hours prior to the effective date of the action. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof.

29.04 Demotion and Displacement in Lieu of Lay-Off

- A. In lieu of being laid off, a regular employee may elect demotion and displacement in lieu of lay-off to a class previously held by said employee with a lower base rate or to a lower class within a class series which the employee either holds or previously held a class. Class series means a class with the same title but different levels as identified as I, II, III, with a possible IV or Senior.
- B. Demotion and displacement rights to specified classifications shall be applicable only within the Court and subject to lay-off list provisions in this Section based on seniority and ability.
- C. To be considered for demotion and displacement in lieu of lay-off, an employee must notify Court HR in writing of this election no later than 5 calendar days after receiving the notice of lay-off. Regular employees shall have an additional 5 calendar days after each notification that lay-off credit is insufficient to allow displacement. Court HR must be notified in the time frame noted above for a regular employee to elect to displace to the next lower class.
- D. A Manager may request that his division be exempted from this subsection if he is able to demonstrate to the CEO or designee that this process would damage the overall efficiency and effectiveness of the division.

29.05 Extra Help Employment for Laid Off Employees

The Court shall offer available extra help employment to laid-off employee(s), if such work is within the scope of the classification previously held by the laid-off employee(s) Utilization of extra help shall not supplant regular employees.

29.07 Re-employment List (Lay-Off or Displacement in Lieu of Lay-Off)

Court HR shall establish re-employment lists by class, listing only those regular employees who are laid off or who displace into another class.

- A. **In Lieu of Layoff Displacement and Re-employment Order**
Any person who is laid off or displaces into another class because of temporary or permanent abolishment of his/her position shall have his/her name placed on the re-employment list for the class from which he/she has been laid off. When a vacancy occurs in a classification for which a re-employment list exists, the entire list of eligible individuals will be certified to the Manager seeking to fill the vacancy. The Manager shall re-employ the eligible person with the most Court seniority that was laid off from his/her division and is actively seeking re-employment. Should there be no eligible person on the list that was laid off from the hiring division, the Manager shall re-employ the eligible person with the most

Court seniority who is actively seeking re-employment. Should an eligible individual reject two offers of re-employment, his/her name shall be removed from the re-employment list

B. Duration of Re-employment List

The name of any person who is laid off or displaced into another class shall continue on the appropriate re-employment list for a period of one year after it is placed there. The name of any eligible on a re-employment list shall be automatically removed from said list at the expiration of such one year period.

29.08 Re-Employment

When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, such employee shall be credited with any sick leave which he had accumulated prior to such break in service. In addition, the prior service of such employee shall also be counted for purposes of vacation entitlement.

ARTICLE 30 – REINSTATEMENT AFTER RESIGNATION

If an employee separates in good standing and returns to the Court within one year, the following conditions will apply:

- A. The employee’s past service with the Court will count toward the employee’s vacation accrual rate.
- B. The employee’s past unused sick leave accruals will be reinstated.
- C. The employee will not be required to serve a new probationary period unless his/her probationary period had not been completed prior to separation, in which case only the remaining portion of the probationary period will be served.

ARTICLE 31 - DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL

31.01 Purpose/Progressive Discipline

A. Purpose

The purpose of discipline is to administer equitable and consistent discipline to correct unsatisfactory conduct in the workplace. The Court’s own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and ensure satisfactory work performance and conduct in the future.

B. Definition

Progressive discipline generally involves taking the following steps to correct work performance or conduct: a letter of reprimand to ensure the employee understands the Court’s expectations; a suspension without pay if an offense of a similar nature occurs; and a more serious suspension, demotion or termination of

employment if a further offense occurs or work performance continues to be unsatisfactory. Progressive discipline may not be appropriate if a serious offense is committed by the employee.

31.02 Regular Employees - Disciplinary Action and Notice

Any regular employee may be reprimanded, suspended, demoted or dismissed by the CEO or designee. The procedures outlined below shall be adhered to in all instances where said action(s) is/are contemplated.

A. Formal Written Reprimand

1. When an employee receives a formal written reprimand from a Manager, the employee has 10 work days after receipt of the letter to file a written and/or oral response to the letter with the Manager. The employee's response will be considered by the Manager. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified, amended, or revoked. The Manager may modify, amend, or revoke any part of the formal written reprimand that he/she believes does not objectively represent the factual circumstances. Unless revoked completely, the formal written reprimand as amended or modified by the Manager along with any written response shall be placed in the employee's permanent personal history file. The written reprimand and response shall remain in the employee's file for a period not to exceed two (2) years from the date the final reprimand was issued.
2. After review by the Manager, the employee has 10 work days to request review by the Deputy CEO or designee. If the Deputy CEO or designee determines that any part of the formal written reprimand is inaccurate or not factually supported, it will be modified, amended, or revoked. Any amended or modified formal written reprimand shall be placed in the employee's permanent personal history file for a period not to exceed two (2) years as set forth in 1 above.

B. Suspension, Demotion or Dismissal

Before taking more serious disciplinary action, the Manager must contact and discuss such action with Court HR.

C. Notice of Intent

After the discussion in Paragraph B, a Manager who concludes that suspension, demotion or dismissal is justified shall notify the affected employee in writing of the proposed action by serving the employee with a Notice of Intent. Such Notice shall include: the factual support for the charges and material on which the charges are based and the right to respond to the Deputy CEO or designee. Said notice must be served on the employee at least 10 work days before the effective date of the intended action. At the same time, service shall be made to UPE.

D. Paid Administrative Leave

Prior to the written notice and until a final decision is made regarding the employee's job status, the Court reserves the right to immediately remove an employee from the workplace for irrational or improper behavior and place the employee on paid administrative leave. The reviews and notices required shall

be served on the employee as soon as possible after the employee is placed on such leave. At the same time, service shall be made to UPE.

E. Written Notification

All directives and decisions shall be served on the employee by personal service if impossible. If personal service is not possible, such communications shall be sent by registered mail to the employee at his or her last known address. At the same time, service shall be made to UPE.

F. Administrative Hearing

The employee shall be entitled to respond to the charges by meeting with the Deputy CEO or designee within 10 working days of receiving the Notice of Intent to answer to the charges and/or by submitting an answer in writing to the charges during the same period. Subsequent to meeting with the employee or review of written material provided by the employee, the Deputy CEO or designee may:

1. Carry out the disciplinary action by written order;
2. Rescind the proposed action;
3. Impose a lesser disciplinary action; **or**
4. Withdraw and amend the proposed action and serve another notice of proposed action, if further areas for discipline were discovered prior to the disciplinary action being imposed.

G. Notice of Discipline

If the Deputy CEO or designee does not rescind the proposed action in writing, he/she shall serve the employee with a Notice of Discipline. At the same time, service shall be made to UPE. If the decision is to carry out the proposed action, such notice need only reference the Notice of Intent to inform the employee of the charges and the grounds for imposing the discipline. If a decision is made to reduce the charges and/or discipline to be imposed, the Deputy CEO or designee shall provide a written explanation for the decision.

31.03 Causes for Discipline

The following are examples of actions or activities which may constitute cause for suspension, demotion or dismissal of an employee or person whose name appears on any employment list:

- A. Fraud in securing appointment, including but not limited to falsification of application in securing appointment, and false information concerning professional licenses or certifications.
- B. Incompetency.
- C. Inefficiency.
- D. Inexcusable neglect of duty.
- E. Insubordination.
- F. Dishonesty.
- G. In possession of, trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on Court property.
- H. Inexcusable absence without leave or excessive absenteeism without medical substantiation.
- I. Conviction of a felony or a misdemeanor involving moral turpitude.
- J. Discourteous treatment of the public or other employees.
- K. Political activity which is in violation of federal, state or local laws and regulations.

- L. Use of Court property in violation of law or Court Policy.
- M. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service.
- N. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- O. Violation of any provision of the Court's Policy and Procedures Manual, Code of Ethics for Court Employees or the Local Tenets, or other written Court policies including those relating to safety issues and sexual harassment.
- P. Negligent or willful damage to public property, waste of public supplies or equipment, or misuse of Court resources.
- Q. Failure or refusal to cooperate in an investigation being conducted by the Court.
- R. Knowingly making false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.
- S. Threats of physical harm to the public, representatives of other agencies, or co-workers.
- T. Possession of firearms or other weapons on Court premises.

31.04 Right of Appeal

A. Formal Appeal

1. Any regular employee who is suspended, demoted or dismissed may appeal such decision without the assistance of the Union by filing notice of appeal with Court HR within 15 working days after service on such employee of the decision. Employees appealing without the assistance of the Union are responsible for their own representation during the entirety of the appeals process, including all costs and fees associated with the Hearing Officer. By filing an appeal without the assistance of the Union the employee affirmatively waives their right to Union representation in all matters relating to the discipline. UPE shall also have the right to appeal on behalf of an employee who is subject to disciplinary action pursuant to the same time period, 15 working days. Probationary employees shall have no right of appeal for dismissal or demotion except if the employee can show by prima facie that the decision was based upon illegal discrimination. This policy is intended to comply with the provisions of the [Trial Court Employment Protection and Governance Act, Government Code § 71600, et seq.](#)
2. An employee for whom notice of appeal is as provided herein shall be entitled to a hearing, as provided in this article and no other remedy.
3. An appeal of a disciplinary action is a complaint of a permanent employee with permanent status regarding whether there was good cause for the disciplinary action taken against the employee.
4. If the employee who has been served with an order of disciplinary action fails to file a notice of appeal within the time specified in Subsection 1 of this section, the disciplinary action shall become final without further action.

B. Request for Hearing Officer/Arbitrator

If the employee files an appeal, Court HR will contact the State of California, Office of Administrative Hearings to request the assignment of a Hearing Officer to hear the appeal. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within 30 days

from the date of the appeal, the Court HR may obtain a list of 5 hearing officers submitted by the American Arbitration Association and a Hearing Officer may be selected from said list by alternatively striking names until one name remains. The party to strike the first name shall be selected by lot. The parties to the hearing may directly select a neutral third party to hear the matter and render a decision. The employee and/or his or her representative must agree within 10 calendar days to a hearing date after contact by Court HR or the appeal will be considered to have been abandoned by the employee and will not be scheduled. The selected or appointed Hearing Officer will commence hearing the matter as soon as possible.

31.05 Hearing Procedure and Subpoenas

The following rules shall apply to any Hearing conducted under the provisions of this Article.

- A. The Hearing shall be public except that, if the employee requests that the matter be heard privately, it shall be so heard.
- B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with [Code of Civil Procedure §1282.6](#).
- C. The Hearing shall be conducted in accordance with [Government Code § 11513](#).
- D. The provisions of [Government Code § 11507.6](#) shall apply to any hearing conducted pursuant to this Article and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Hearing Officer.
- E. All costs related to the Hearing directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties.

31.06 Decision

A. Hearing Officer's Decision

The Hearing Officer shall, within 30 calendar days after the hearing is closed, make a finding as to whether or not the employee was suspended, demoted, or dismissed for the reasonable cause set forth in the notice of disciplinary action and shall also make a recommendation as to the appropriate disposition of the case. Written findings and recommendations shall be forwarded by the Hearing Officer to the Court.

The Court shall have 30 calendar days from receipt of the Hearing Officer's recommended decision or receipt of the hearing record, whichever is later, to issue a written decision accepting, rejecting or modifying the Hearing Officer's decision.

B. Court's Decision

In making its decision, the Court shall be bound by the factual findings of the Hearing Officer and shall give substantial difference to the recommended disposition of the Hearing Officer, except the Court shall not be bound by factual findings that are not supported by substantial evidence.

C. Modification of Hearing Officer's Recommended Decision

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

1. The recommendation places an employee or the public at an unacceptable risk of physical harm from an objective point of view.
2. The recommendation requires an act contrary to law.
3. The recommendation obstructs the Court from performing its constitutional or statutory function from an objective point of view.
4. The recommendation disagrees with the Court's penalty determination, but the Hearing Officer has not identified material, substantial evidence in the record that provides the basis for that disagreement.
5. The recommendation is contrary to past practices in similar situations presented to the Hearing Officer that the Hearing Officer has failed to consider or distinguish.
6. From an objective point of view, and applied by the Court in a good faith manner, the recommendation exposes the Court to present or future legal liability other than the financial liability of the actual remedy proposed by the Hearing Officer.

D. Impartial Review

If the Court's review of the decision results in rejection or substantial modification of the Hearing Officer's recommendation, then the final administrative review shall be conducted by an individual who is impartial and has not previously been involved with the imposition of the discipline under review. Should a request for review be necessary, the CEO or designee shall meet with the employee or his/her representative to determine if the parties can mutually agree upon an impartial third party to conduct such review. If the parties are unable to agree upon an impartial third party, they shall mutually request the services of a State Mediator through the State Department of Mediation and Conciliation Services. The decision of the of the third party or State Mediator shall be final and binding.

E. Abuse of Discretion Court Review

The employee may challenge the decision of the disciplining court made pursuant to [Section 71654](#) by filing a writ of mandamus pursuant to [Code of Civil Procedure § 1094.5](#) in the appropriate court. Such review by that court shall be based upon the entire record. If required by the writ procedure and if not previously provided to the disciplined employee, the disciplining court shall furnish a certified copy of the record of the proceedings before the Hearing Officer to the disciplined employee or if the employee is represented, to such representative without charge. The reviewing court shall be bound by the Hearing Officer's material factual findings that are supported by substantial evidence. The denial of due process or the imposition of a disciplinary decision

requiring a due process hearing may also be challenged by a petition for a writ of mandate.

ARTICLE 32 - GRIEVANCE PROCEDURE

32.01 Purpose

The grievance procedure is intended to provide employees a means to have their grievance heard in a fair, clear, and expedient manner. At the same time, supervisors and managers must be given an opportunity to address the specific grievance at the lowest possible level.

32.02 Definition

A grievance may be filed by an employee if an action taken by management is in direct violation of the express terms of this MOU or if the actions of a representative of the Court adversely affects the terms or conditions of employment. Excluded from the grievance procedure are:

- A.** Disciplinary matters or appeal of disciplinary actions resulting in termination, demotion or suspensions without pay, or documentation in support of such actions.
- B.** Performance evaluation ratings.
- C.** Court policies, resolutions and ordinances which do not incorporate the provisions of this MOU.
- D.** Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination, which shall be processed under the Court's discrimination and harassment policy.
- 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.** Other matters specifically excluded by the terms of this MOU.

32.03 General Provisions

- A.** Employees are entitled to Union representation or a representative of his/her choice at any level of the grievance process.
- B.** Employees are entitled to reasonable release time at each level of the grievance process to prepare and present the grievance.
- C.** Timeliness: The timelines set forth herein may be extended by mutual consent to the parties.
- D.** If the response deadline falls on a weekend or holiday, the response is due before the close of business the following work day.

32.04 General Procedures

Step 1:

All grievances must be filed initially with the employee's Manager either orally or in writing within 15 calendar days of (a) the situation used as the basis of the grievance or (b) from the date the employee should have reasonably been aware of the situation used as a basis for the grievance. The employee must clearly state the date, time, and all other circumstances giving rise to the grievance, as well as the remedy being sought.

The Manager shall provide a written response to the employee within 15 calendar days of the date on which the grievance was filed. The Manager will (a) respond to all issues presented in the grievance, and (b) indicate whether the requested remedy is granted, offer an alternative remedy or deny the remedy being sought. An explanation will be provided to the employee if the Manager denies the employee's requested remedy.

If the manager fails to provide a response within 15 calendar days of receipt of the grievance, the employee may present the grievance to the Deputy CEO or designee.

Step 2:

If the grievance is not resolved at Step 1, and is submitted to the Deputy CEO or designee, the Deputy CEO or designee will review the original grievance and Manager's response. After considering the documents and facts related to the original grievance, a meeting may be held to clarify any relevant facts or information. The Deputy CEO or designee shall then render a written decision within 15 calendar days of the date on which the grievance was filed at Step 2. The response will include the Deputy CEO's or designee position regarding the issues presented in the grievance, and whether the requested remedy is granted, an alternate remedy is offered to the employee or that the employee's requested remedy is denied.

If the Deputy CEO or designee fails to provide a response within 15 calendar days of receipt of the Step 2 grievance, the employee may present the grievance to the CEO.

Step 3:

If the grievance is not resolved at Step 2, and is submitted to the CEO, the CEO will review the original grievance and Deputy CEO's or designee response. After considering the documents and facts related to the original grievance, a meeting may be held to clarify any relevant facts or information. The CEO shall then render a written decision within 15 calendar days of the date on which the grievance was filed at Step 2. The response will include the CEO's position regarding the issues presented in the grievance, and whether the requested remedy is granted, an alternate remedy is offered to the employee or that the employee's requested remedy is denied.

Step 4:

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

2. Parties shall select an arbitrator as follows:

a. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Services a list of seven arbitrators.

c. After receipt of the list, the parties shall alternately strike arbitrator's names from the list until one arbitrator's name remains.

d. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as per Subsection b, above, and the selection shall be made.

e. The fees and expenses of the arbitrator shall be shared equally by the parties.

f. The fees and expenses of a court reporter shall be shared equally by the parties.

3. The decision of the arbitrator shall be final and binding.

4. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement nor shall the arbitrator substitute his/her discretion in any case where the Court is given or retains such discretion. The arbitrator shall limit his/her discretion to the application and interpretation of the provisions of this Agreement. This subsection does not authorize the Court to exercise its discretion in an arbitrary or capricious manner.

32.05 External Enforcement

Nothing contained herein shall preclude the Union from filing a Writ of Mandamus or other court pleading to seek the enforcement or application of the terms and conditions set forth in the MOU.

ARTICLE 33 - SAVINGS CLAUSE

If any provision of this MOU shall be held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

ARTICLE 34 – INTENTIONALLY LEFT BLANK

ARTICLE 35 – HEALTH AND SAFETY

The Court agrees that as soon as practicable upon ratification of this agreement, that water service will be supplied and made available to Court employees.

ARTICLE 36 - MISCELLANEOUS

During the term of this MOU, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike, or any other interference with the work and statutory functions or obligations of the Court. During the term of this MOU, neither the Court nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this MOU.

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this section to return to work.

The Court may discharge or discipline any employee who violates this MOU and any employee who fails to carry out his responsibilities under this MOU.

Nothing contained herein shall preclude the Court from obtaining judicial restraint and damages in the event of a violation of this MOU. All economic benefits and work practices which are not set forth in this MOU and are currently in effect shall continue until such time as management provides the Union with an alternative proposal and completes the meet and confer process as required by law.

Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this MOU, even though such subjects may not have been with the knowledge or contemplation of either or both parties at the time they signed this MOU, unless required by state or federal law. Nothing herein shall preclude the parties from meeting or conferring by mutual consent. In the event that the Court implements night court, UPE will meet and confer with the Court regarding impacts and compensation.

It is our sincere hope that this MOU will provide the incentives for our highly trained and dedicated personnel to continue to serve the public for years to come. Therefore, Court representatives, and the designated representatives of the United Public Employees, acting on behalf of its members, hereby confirm understanding on the above matters.

ARTICLE 37 – TERM

This MOU shall become effective immediately when adopted by the Court and ratified by the United Public Employees membership for the period beginning January 1, 2019 through December 31, 2022.

Signed and agreed upon on 1-24-19 by the following parties:
(DATE)

YUBA SUPERIOR COURT

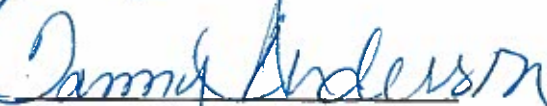

Bonnie Sloan Court Executive Officer

UPE

Ted Somera Executive Director


Angel Barajas Co-Chief Negotiator


Seth Alexander Co-Chief Negotiator


Tammy Anderson


Emily Elder


Maria Hicks


Tonya Villalobos