

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF BUTTE**

*Professional Unit Employees'*

**Memorandum of Understanding  
Between Butte County Superior Court and the Service  
Employees International Union Local 1021**

**DECEMBER 1, 2020 – NOVEMBER 30, 2021**

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## **ARTICLE I – GENERAL PROVISIONS**

### ***1.1 Preamble***

Pursuant to the provisions of the Trial Court Employment Protection and Governance Act, California Government Code Section 71600, et seq., and the Butte Superior Court Employer-Employee Relations Policy, representative of the Service Employees International Union, Local 1021 (“Union”) and the Butte Superior Court (“Court”) have met and conferred concerning the subjects of wages, benefits, and terms and conditions of employment. This Memorandum of Understanding (“MOU”) represents the good faith effort of both the Court and the Union to reach agreement on such matters falling within the scope of bargaining. The signatures at the end of this MOU on behalf of the Court and the Union shall be conclusive evidence that both parties have ratified this MOU.

### ***1.2 Recognition and Scope***

The Court recognizes the Service Employees International Union, Local 1021 (hereinafter “Union”), as the exclusive representative for employees in all permanent full-time, permanent part-time, limited term, temporary full-time, and temporary part-time classifications designated for inclusion in the Professional Unit of Court employees. Such designated classifications are attached hereto as Attachment A.

## **ARTICLE II - MANAGEMENT RIGHTS**

### ***2.1 In General***

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

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

## **2.2 Working Rules**

The Court may establish reasonable administrative rules and regulations governing the conduct of employees subject to any obligation to meet and confer.

## **ARTICLE III – NON-DISCRIMINATION**

### **3.1 In General**

The Court shall not discriminate against anyone employed or applying for employment because of their membership in the Union or their activities on behalf of the Union. Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of the exercise of any rights protected by Government Code Section 71635.1. Neither the Court nor the Union shall discriminate against any employee based on race, color, sex, gender, gender identity, gender expression, religion, ancestry, national origin, physical or mental disability, medical condition, genetic information, political belief, sexual orientation, familial/marital status, age, pregnancy, childbirth or a related medical condition, military or veteran status, or any other condition protected by law.

## **ARTICLE IV – PERSONNEL POLICIES AND PROCEDURES**

### **4.1 In General**

The Court agrees to notify the union of proposed changes to the Court Personnel Manual on matters that fall within the scope of bargaining. The parties agree to meet and confer within twenty (20) calendar days of the date of said notice.

## **ARTICLE V - UNION RIGHTS**

### **5.1 Union Representation**

Any employee at the employee's request, shall be permitted representation by a Union representative. The Union will supply a current list of all Union representatives and stewards to the Court each year.

The foregoing shall apply to employee-required participation in processes leading to due process hearings and disciplinary actions more severe than a written warning.

The Court has no obligation to inform the employee of their right to representation. The Union shall be allowed a reasonable amount of time each month to conduct training on an employee's right to be represented. This training shall be during work hours and on Court premises. The Union agrees to provide the Court reasonable notice of training so that facilities and employees can be made available in advance of the training.

An employee shall not be permitted Union representation in any meeting with a representative of the Court called for the purpose of delivering a performance evaluation, giving instructions, training, needed corrections of work techniques or any other purpose that does not give the employee a reasonable basis to fear an adverse impact more severe than a written warning.

At new employee orientation, the Union will provide Union membership application/payroll deduction authorization forms, and the Court will provide a copy of the MOU. In addition, at each orientation, a Union steward will be afforded an opportunity to make a thirty (30) minute presentation to the new employee.

#### **5.1.1 In-Person Onboarding Meeting**

- A. The Court agrees that each newly hired employee shall participate in a mandatory thirty (30) minute in-person onboarding meeting, during regular work hours, with as small as one individual, within the first seven (7) calendar days from date of hire. Each of the in-person onboarding sessions shall be conducted by the Union and shall be without loss of compensation.
- B. A newly hired employee who does not attend the session, conducted by the Union, shall be required to attend a make-up session during regular work hours and onsite without loss of compensation, as stipulated in 5.1.1.A. The make-up session shall be arranged and conducted by the Union. The Court shall notify, in writing, newly hired employees at least forty-eight (48) hours in advance of the make-up session that the employee's attendance is required.
- C. Union designees including, but not limited to the Union Representative, officers, stewards, and members shall conduct the sessions covered under this agreement.

- 1. Meeting with Union Designee(s)

- Newly hired employees shall be granted release time without loss of compensation to meet with the Union designee(s) during regular working hours and onsite.

2. Release Time

The Court shall grant one (1) Union Designee release time, including reasonable time for travel and set up, without loss of compensation to conduct a new employee onboarding session.

3. Neutrality

Court representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with newly hired employees.

4. Facility and Resource Access

The Union shall have a right to access and use the Employer's facilities and audio-visual equipment (having given Court Human Resources forty-eight {48} hours' notice of the need for such equipment) to conduct sessions with newly hired employees.

5. Notice of Newly Hired Employee(s)

The Court shall provide the Union with at least ten (10) calendar days' notice of any onboarding meeting and send an electronic list of expected participants at least forty-eight (48) hours in advance of the onboarding meeting.

**5.2 Union Membership**

The Court shall deduct membership dues and/or Committee on Political Education (COPE) contributions from the wages of the employees who authorize such deductions with the Union. Deductions for the dues and/or COPE shall start the full pay period after the Court receives notification of the authorization. Such payroll deductions shall be forwarded to the Union within ten (10) business days of the end of the last complete pay period of the month.

Requests to authorize dues and/or COPE contributions, or requests to change status regarding such deductions, shall be directed to the Union rather than the Court. The Court shall rely on the Union's explanations in a certified list, submitted by a representative of the Union has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee. The certified list shall be submitted to the Court monthly, in an electronic malleable format, and include each represented employee's name, Union membership status, date of dues and/or COPE deduction(s) authorization and the amount authorized for payroll deduction.

The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization. The Union agrees to indemnify, defend, and hold the Court harmless against any claims made and against any suit instituted



against the Court resulting from the deduction of employee organization dues. In addition, Union agrees to refund forthwith to the Court any amounts paid to Union in error upon presentation of supporting evidence. The Court agrees to forward forthwith to the Union any amounts withheld from Union in error upon presentation of supporting evidence. Finally, the Court shall not be held responsible to either employees or the Union for errors made in collecting dues or for the collections of dues from employees declining payment of same.

### **5.3 Union Time Bank**

When an employee is required to be away from the work place during normal work hours for the purpose of conducting Union business, such as, but not limited to, Union meetings or training, the employee may use hours donated by other Union members into a Union Time Bank. No ongoing maintenance of such a bank will be required of employer. However, upon reasonable notice to the Court and other Union members of the need for donation of hours, the Court will facilitate payment of regular wages to the requesting employee for any hours donated. Such time shall be used on an hour-by-hour basis, regardless of differing pay scales. The Union Time Bank annual maximum shall be forty-eight (48) hours and shall be composed of any hours donated by employees in the General or Professional units, and no one individual will be approved for more than sixteen (16) hours per year.

### **5.4 Use of Court Facilities**

#### **5.4.1 Use of Court Facilities for Announcements**

Following prior notification of the Court Executive Officer, or his/her designee, Union may use the Court's electronic mail system for purposes of releasing announcements as to meetings and events which affect represented Court staff. The Court Executive Officer or, designee, shall be apprised of the nature of the announcement prior to distribution. The Union shall not use the electronic mail system for purposes of distributing Union information related to bargaining positions, work-place issues (except where a meeting announcement contains reference to such as part of the meeting agenda), or organizing. Union stewards and bargaining team members may use the designated bulletin board or physical mailboxes, if available, for distribution of Union newsletters. If physical mailboxes are not available, such newsletters may be distributed to represented employees at their work stations.

#### **5.4.2 Use of Court Facilities for Business Meetings**

The Court and the Union agree to the following parameters for utilization of Court space for Union business meetings:

- The Union will provide 10 business days' notice to request a meeting space. Said notice shall be made to Human Resources or Court Administration at 532-7013.
- The Union will provide the Court with the projected number of attendees so that the Court can determine an appropriate meeting location.
- Upon approval the Union will have access to the scheduled location from 11:30 am – 1:00 pm. For security purposes, access will be limited to only the provided meeting location. If otherwise necessary, further access in the employee work areas will be accommodated with approval and escort as assigned by Court Administration.
- The Court will provide a scheduled meeting space up to one time per month in each of the two primary Butte Court facilities (Butte County Courthouse in Oroville and North Butte County Courthouse in Chico).
- Any exceptions to the above guidelines must be approved in advance by the Court Executive Officer or his/her designee.
- Parties understand and agree that any granting of requests under this section shall be contingent upon availability of space, and that operational needs may require day-of relocation or cancellation. Court Administration shall advise the requestor promptly upon determination of any such relocation/cancellation.
- Union business meetings conducted in areas as agreed above should be conducted in a manner not disruptive of Court operations. Failure to conduct meetings as described above may result in the Union business meeting being cancelled and revocation of the privilege of further use of Court facilities for meetings.

### **5.5 Employee Lists**

The Court agrees to provide the Union, once per calendar quarter, in a malleable electronic format, a listing of all employees in the unit represented by the Union. Such listing shall include the name, date of employment, job title, limited-term status, department, departmental work location, pay rate, work, home and personal cellular telephone numbers, home address and personal and work e-mail addresses for each employee.

The Court shall also provide the Union the above information of each newly hired employee within fourteen (14) calendar days of the date of hire.

Personal address, telephone numbers, and e-mail address can be withheld if the Court receives a written request from the employee; however, work-related information will still be provided.

The Court shall not provide the home addresses, home telephone numbers, personal cellular telephone numbers and birth dates of employees to third parties, consistent with California Rule of Court 10.500(f)(3), as amended.

### **5.6 Employee Requests Release Time**

Employees desiring representation by the Union shall first request paid release time from their immediate supervisor. Supervisors are to provide, within a reasonable period of time, sufficient time for an employee to receive representation. If the time and duration of release is during an emergency, when coverage for the employee is not possible, or essential services may not be interrupted, the supervisor may temporarily deny the release until such time arrangements can be made. Once a time and duration has been agreed upon between the employee requesting representation and his/her supervisor, the employee may contact his/her Steward or the Union to obtain representation.

### **5.7 Steward Requests Release Time**

The Union agrees to annually notify Court Human Resources of the names of their employee representatives and shall immediately inform Human Resources of any changes to the employee representatives list.

Employee representatives shall be provided a cumulative total of eighty (80) hours of paid release time between all bargaining units annually during the term of this MOU, without loss of pay or benefits, to engage in Union representation on matters covered by this MOU. Said eighty (80) hours of paid release time may be used by one employee representative or divided among any number of employee representatives. If the union assigns more than one employee representative to a representation issue on matters covered by this MOU, only one employee representative will receive paid release time.

A reasonable amount of time shall be granted to an employee and an employee representative to handle matters of representation involving matters covered by this MOU. The parties agree that the employee and employee representative will only use the amount of time actually necessary. The Court is not responsible for any travel, overtime or miscellaneous cost resulting from the exercise of this provision.

Paid release time shall only be provided and used for internal matters concerning Court employees; i.e., the investigation of a grievance or the circumstances leading to proposed suspension, demotion or termination. No paid release time shall be provided or used for any Union related political activities nor other activities not directly connected to those concerning Court employees performing within the scope and duty of their typical work related assignments.

Stewards contacted for assistance in representation or who need paid release time to investigate a grievance or the circumstances leading to proposed suspension, demotion or termination will obtain their immediate supervisor's approval for the time and duration requested. Supervisors are to provide Stewards reasonable time to represent employees, including the investigation of facts alleged, but may restrict release in cases of emergencies, lack of coverage, or where essential services may not be interrupted. Should a Steward be unavailable when the employee has been approved for release, contact should be made with paid staff of the Union to obtain a

Steward or a paid representative who is able to meet with the employee during the time the employee has been released. If no other Steward or paid representative is able to provide representation when needed, the Steward should advise and work with his/her supervisor and the supervisor of the employee to arrange a mutual time when the employee and his/her representative may meet. The parties agree that Steward's representation duties shall not unreasonably affect the ability of a steward or stewards to perform the normal duties of their court employment.

**5.8 Employee Representation Release Time Record**

When an agreed upon release time has been approved, the Steward shall initiate completion of the form and have the employee, employee's supervisor and Steward's supervisor complete and sign the record after the representation has been completed. The original is to be sent to Human Resources, with copies to the Steward, the Union and the employee's supervisor. The Employee Representation Release Time Record is attached as Attachment A.

**5.9 Bulletin Boards**

The Court will provide the Union adequate bulletin board space for the purpose of posting materials relating to official Union business excluding materials regarding matters about which the Court and the Union are in dispute.

**ARTICLE VI – REDUCTION IN FORCE**

**6.1 In General**

The Court may initiate a layoff for a represented employee classification due to lack of funding or lack of work. Whenever it becomes necessary for the Court to lay off employees, the Court will give employees involved as much notice as possible, but in no event will such employees receive less than two (2) weeks' notice of layoff.

Regular and limited term employees will be laid off in the reverse order of the employee's Court seniority. Seniority shall be determined as defined in the Court Personnel Manual, which is based on date of hire. "Date of hire" is the date from which an employee has served continuously without any separation from the Court. When 2 or more employees have the same date of hire, the tie shall be broken and preference given in the following sequence:

1. Employees with the greatest length of service (actual days of service excluding unpaid leaves) in the classification in which the layoff is being made and in related higher classes

2. Employees whose names are drawn by lot by the Court Executive Officer, or designee. This process shall be observed by the paid representative of the Union.

Employees serving an initial probationary period will be laid off before other Regular and limited term employees without regard for their seniority. Part-time employees will be laid off in the reverse order of their date of hire with the Court and shall be laid off prior to any full-time employee.

An employee whose position is being eliminated may elect to displace the least senior employee in any classification in which the employee has formerly served in the Court, and if the employee's seniority is greater than that of the employee in the classification being displaced. Similarly, a Part-time employee whose job is being eliminated may elect to displace a less senior Part-time employee in any classification which the employee has formerly served and if their seniority is greater than that of the employee in the classification being displaced.

For a period of up to one (1) year following layoff, employees who are laid off will be rehired in the reverse order of layoff to fill future vacancies for which they have formerly served in the Court, provided they keep the Court advised of their current address. Employees who are reinstated within one (1) year after layoff shall have their seniority and all previously accrued and unused benefits restored and shall not serve a probationary period. Employees who are rehired within the one (1) year period, but into a classification in which they have not previously served shall have their seniority and all previously accrued and unused benefits restored but shall serve a probationary period.

Notwithstanding the provisions of this Article, the Court and the Union may agree to other procedures for remedying the conditions that caused layoff, including but not limited to furloughs, during the term of the Memorandum of Understanding.

## **ARTICLE VII - COMPENSATION**

### **7.1 *Longevity Compensation***

The Court will provide longevity pay as follows:

Employees who have ten (10) years of uninterrupted service with the Court shall be compensated at three percent (3%) above the employee's base salary step for their classification.

When an employee attains fifteen (15) years of uninterrupted service with the Court, the employee shall be compensated an additional three percent (3%) above the ten -year rate of compensation for their classification.

When an employee attains twenty (20) years of uninterrupted service with the Court, the employee shall be compensated an additional three percent (3%) above the fifteen-year rate of compensation for their classification.

When an employee attains twenty-five (25) years of uninterrupted service with the Court, the employee shall be compensated an additional three percent (3%) above the twenty year rate of compensation for their classification.

## **ARTICLE VIII - EMPLOYEE BENEFITS**

### **8.1 *Benefits***

Benefits include all perquisites of employment except for leave. Subject to Butte County's continued provision of benefits as required by statute, all employees will continue to receive all benefits provided by Butte County. The Court shall not be responsible for the interruption or discontinuation of benefits caused by the County of Butte, any benefit provider, administrator, or vendor. The effect shall be subject to meet and confer between the Union and the Court.

### **8.2 *Benefit Plan Review Committee***

The Court Benefit Plan Review Committee shall consist of an equal number of members from Court management and recognized labor organizations. Upon the Committee's request, the Court's benefits consultant, representatives from health plan providers, and the employee organizations will also attend meetings. No other individuals shall attend the Committee's meetings. The Committee shall obtain necessary data and information on benefit issues. The Committee shall be advisory to the Court and the recognized labor organizations. Decisions as to health insurance providers, Court insurance contributions, etc., shall be determined through the meet-and-confer process between the Court and the individual bargaining units.

### **8.3 *Benchmark Survey***

The Court shall provide to the Union any benchmark report or survey reflecting compensation, benefits, or classification data for trial court positions in the State of California when such a report or survey becomes available to the Court.

### **8.4 *Group Insurance Benefits***

The Court or the Union may reopen this MOU on the subject of group benefit contributions or benefits when changes are proposed by the Court. The Court agrees to notify the union of any proposed changes as soon as they are proposed by the Court. So as to provide as much time as possible for the parties to meet and confer prior to the effective date of such proposed changes.

The Court and the Union agree that the employee assistance program, deferred compensation program, the IRC 125 plan, short/long term disability insurance plan, and any other group benefit required by Government Code section 71600 of the Trial Court Employment Protection and Governance Act shall remain in effect until such time as both parties agree to modify any or all such programs through the mentioned reopener.

## **8.5 Health Insurance**

### **8.5.1 Premiums**

Effective with the January 2019 premium, the Court will make the following maximum employer contribution, per month, not to exceed the total monthly cost for the selected plans and level of employee coverage for health care. For all purposes of this article, the term "health care" or "health insurance," includes medical, dental, and vision insurance plans.

- Employee Only- \$898.43 per month
- Employee Plus One - \$1,599.48 per month
- Employee Plus Family- \$1,987.43 per month

The employer contribution shall be based on the medical coverage level elected by the employee and applied to the combined cost of an employee's selected medical, dental, and/or vision plans. During an open enrollment period or after any other "qualifying event" for insurance purposes, an employee may opt to select any combination of medical, dental, and/or vision coverage provided by the Court. The employee has the option of directing up to the maximum employer contribution to cover the cost of whichever plan(s) the employee elects to utilize, but the employer contribution shall not exceed the actual cost of the plan(s) selected by the employee.

The Court agrees to contribute the Minimum Employer Contribution (MEC) for participating in Public Employees Medical and Hospital Care Act (PEMCHA) for each year of this agreement.

To be eligible for this contribution, an employee must positively enroll in a health care plan provided by the Court.

Regular part time and limited term part time employees who work less than twenty hours (20) per week are not eligible for health insurance benefits. Regular part time and limited term part time employees who work twenty (20) hours or more per week shall earn prorated health insurance contribution benefits.

### **8.5.2 Cash-in-Lieu Option**

Court employees who choose not to enroll in any of the Court's health benefit programs, and can show proof of other qualifying group insurance coverage, shall receive cash-in-lieu of the health benefit contribution referenced in section 8.5.1. Annual recertification is required to maintain the cash-in-lieu benefit.

Effective January 2018, the Court agrees to pay the employee a cash-in-lieu benefit of \$440 per month.

Regular part-time and limited-term part-time employees, who work less than twenty hours (20) per week, are not eligible for cash-in-lieu benefits. Regular part-time and limited-term part-time employees who work twenty (20) hours or more per week shall receive a prorated cash-in-lieu benefit.

### **8.6 Life Insurance**

The Court shall provide a twenty five thousand dollar (\$25,000) life insurance policy for Unit members. The Court shall maintain a program whereby employees may buy additional voluntary life insurance at group rates through the Court.

### **8.7 Court Safety Committee**

The Court shall maintain a Safety Committee consisting of Court management and recognized labor organization representatives, with an equal number of participants from management and labor. The purpose of the Safety Committee shall be to review safety policies and procedures and to make recommendations. The Committee shall meet at the request of the Union or the Court. The Committee shall be advisory to the Court and recognized employee organizations and may publish a written annual report.

### **8.8 Holidays**

Holidays shall be as set forth in the Court Personnel Manual, with one exception:

- ***Lincoln's Birthday (February 12<sup>th</sup>)***
  - A. Employees will now work a regular workday on Lincoln's Birthday, which the Court will use as an employee training day, given that the courthouses are closed to the public on that day. When possible, training will consist of live interactive training sessions.



- B. In lieu of the paid Lincoln's Birthday holiday, the Court will grant full time employees one (1) paid eight (8) hour floating holiday at their regular rate of pay, in the pay period prior to that containing February 12. Part-time employees will receive a floating holiday of fewer hours, pro-rated to their time base.
- C. Floating holiday approval and scheduling will take place consistent with the Court's applicable vacation approval/scheduling process.
- D. If an individual becomes a Court employee after Lincoln's Birthday, said employee will not receive the floating holiday in that calendar year.
- E. If an employee is unable to attend work on the identified employee training day, s/he will use the floating holiday for that absence.
- F. If the CEO, at their sole discretion, determines the employee training day cannot occur, the Court shall allow Lincoln's Birthday to remain a holiday and not issue a floating holiday to Court employees.
- G. This provision will sunset with the term of the MOU (November 30, 2021). Expiration of this provision will not prevent employees from banking floating holidays already accrued under this section.

## **8.9 Retirement**

### **8.9.1 Membership**

Regular and limited-term employees holding Court employment shall be members of the California Public Employees' Retirement System (CalPERS) as provided by law and the terms of the contract in effect between the County of Butte and CalPERS.

Retirement formulas are determined by CalPERS and the County of Butte, and this shall have no effect on employees' current retirement formulas.

- "Classic" member retirement formula = 2% @ 55
- "New/PEPRA" member retirement = 2% @ 62

### **8.9.2 Retirement Contribution**

Beginning the first full pay period including October 1, 2015, the Court shall no longer pay 50% of the employee's required portion (equating to 3.5% of the employee's annual

salary), and the employees agree to pay 100% of the employee's required portion of retirement costs under CalPERS.

The "Classic" member contribution rate is 7%. The "New/PEPRA" member contribution rate is 50% of "normal cost," which is determined annually by CalPERS.

## **8.10 Vacation Leave**

### **8.10.1 Accrual**

Each full-time employee covered by this Memorandum of Understanding shall accrue vacation leave as follows:

- a) 4.615 hours of vacation [one hundred twenty (120) hours per year] for each biweekly pay period in fully paid status until completion of five (5) years of continuous service.
- b) 6.154 hours of vacation [one hundred sixty (160) hours per year] for each biweekly pay period in fully paid status after completion of five (5) years of continuous service and until completion of ten (10) years of continuous service.
- c) 7.692 hours of vacation [two hundred (200) hours per year] for each biweekly pay period in fully paid status after completion of (10) years of continuous service and until completion of twenty (20) years of continuous service.
- d) 8.308 hours of vacation [two hundred sixteen (216) hours per year] for each biweekly pay period in fully paid status after completion of (20) years of continuous service.

The maximum vacation accrued on December 31<sup>st</sup> of any year shall be two (2) times the annual accrual. Each employee who has completed more than one (1) but less than ten (10) years of consecutive service are encouraged to take at least five (5) days of vacation every calendar year. Each employee who has completed more than ten (10) years of consecutive service are encouraged to take at least ten (10) days of vacation every calendar year.

Part-time employees' vacation shall be pro-rated.

### **8.10.2 Vacation Eligibility**

An employee who has less than six (6) months of uninterrupted service shall not be entitled to take vacation leave without the pre-approval of the Court Executive Officer, but shall be entitled to a pay out of accrued vacation upon separation.

## **8.11 Sick Leave**

Use of and eligibility for sick leave shall be in accordance with the Court Personnel Manual, with the following addition:

### **8.11.1 Sick Leave Accrual**

Employees shall earn sick leave with pay at a rate of 3.692 hours per bi-weekly pay period [ninety six (96) hours per year]. Sick leave may be accumulated without limit during a period of continuous employment.

### **8.11.2 Sick Leave at Retirement**

Employees with ten (10) years or more of cumulative service with the Court who, upon separation, immediately retire under the provisions of the Court's contract with CalPERS shall be eligible for the health benefit coverage for themselves (employees only) to age 65. These employees shall be entitled to twelve (12) months of reimbursed health premiums (at the Employee Only rate) immediately following retirement.

In addition, members may elect to continue coverage until age 65 and are permitted one of the following choices:

1) to receive one (1) month of reimbursable health premium for each day (8 hours) of sick leave on accrual at the date of retirement, to cover the employee only, until sick leave credits are exhausted or the employee reaches age 65; or

2) to receive one (1) month of reimbursable health premium for each two and one-half days (20 hours) of sick leave on accrual at the date of retirement, to cover the employee and employee's spouse, until sick leave credits are exhausted or the employee reaches age 65

This election is irrevocable and will revert to employee only coverage if employee's spouse is not eligible for enrollment on the effective date. The sick leave originally allocated for the coverage of the employee's spouse shall be forfeited if the employee's spouse is not enrolled. Rights to continuation of health coverage above is in addition to any rights the employee is entitled to under COBRA.

Upon retirement or termination in good standing, an employee who has accrued more than one-hundred twenty (120) hours of sick leave may be compensated for the hours in excess of one-hundred twenty (120) at one-half (1/2) the employee's regular rate of pay, up to a maximum of three thousand dollars (\$3,000). However, any leave converted to compensation may not be used in exchange for retirement health benefits, as described in this section.

An employee may, upon retirement from the Court under CalPERS, use any sick leave accumulation (not used as part of the calculated options for cash out or as payment for health benefits in retirement) as sick leave converted to service time, in accordance with the PERS contract, unless otherwise precluded by law.

### **8.12 Management Leave**

Employees who are exempt from paid overtime provisions pursuant to the Fair Labor Standards Act shall accrue Management Leave at the rate of forty-eight (48) hours per year, pro rata throughout the year, with the exception that such leave may be accumulated to a maximum of one-hundred sixty (160) hours.

### **8.13 Personal Leave of Absence**

Notwithstanding all other leaves of absence permitted under the Court Personnel Manual or by law, an employee may be permitted to take a personal leave of absence at the discretion of the Court Executive Officer, or his/her designee. To the extent such personal leave of absence is taken by an employee outside of paid status and such employee wishes to maintain group insurance benefits during the leave, the employee shall make monthly payments to the Court in an amount equal to the entire benefit premium. An employee on personal leave shall continue to accumulate seniority pursuant to the definition in the Court Personnel Manual.

### **8.14 Waiver of Promotion**

Any employee promoted by the Court who wishes to return to the employee's position held prior to the promotion may do so during the probationary period established for promoted employees. Any employee who is displaced by this process shall return to his/her former position, if any, based upon seniority. This condition shall apply whether the position to which the employee promoted is covered by this Memorandum of Understanding or not.

### **8.15 Computer Equipment**

In order to provide a safe and healthy work place for its employees, the Court agrees to provide computer equipment that is safe and offer ergonomic assessments upon request.

The Court will offer ergonomic recommendations within ten (10) business days from the assessment date. The Court will make the final decision regarding the purchase of major equipment and will make basic equipment available to employees upon completion of an ergonomic assessment. "Basic equipment" is defined as a keyboard, mouse, and wrist rest pad.

Any denial of ergonomic equipment will be communicated to the employee in writing within ten (10) business days of ergonomic assessment completion.

The Court's decision regarding the purchase of major equipment will not be subject to Article 9, Grievance Procedures.

### **8.16 Work-place Safety**

When an employee has reason to believe a work assignment is in an unsafe work area or involves unsafe equipment, the employee shall immediately report the problem to the immediate supervisor and may refuse to work in the area or use the equipment until it has been inspected by her/his supervisor. Should the supervisor, after such inspection, order the employee to work, the employee shall do so unless the employee believes, within reason, the work environment to be unsafe. In such instance, the employee may request the Court Executive Officer, or his/her designee, to inspect the work area. The employee will be assigned other work until the inspection is made. The decision of the Court Executive Officer is final. Nothing herein shall be deemed to waive the employee's rights under CAL/OSHA.

#### **8.16.1 Reporting Protocol**

When an employee perceives an unsafe workplace condition involving a supervisor, or where a supervisor is not available, the employee may report the unsafe condition to the Court Executive Officer or his/her designee.

#### **8.16.2 Imminent Threat**

In no case shall any Court employee be required to perform work in an area or use equipment which creates or contains an imminent danger to the public, a fellow employee, or the Court employee him- or herself.

## **ARTICLE IX – GRIEVANCE PROCEDURES**

### **9.1 Open Communications Policy**

The Court encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or other management representative, including the Court Executive Officer. Although the Court cannot guarantee that in each instance the employee will be satisfied with the result, the Court will attempt in each instance to explain the result to the employee if the employee is not satisfied.

The Court believes that employee concerns are best addressed through this type of informal and open communication. Because no solution is possible without candid discussion, employees are encouraged to speak openly with their supervisor or other management, and are assured that they may use the Court's open door policy without fear of reprisal.

## **9.2 Grievance Procedures**

### **9.2.1 Grievance Defined**

A grievance is an asserted violation, misinterpretation, inequitable application or non-compliance with Court rules, regulations, policies, past practice or any memorandum of understanding. Performance evaluations, denial of step increases and disciplinary actions are not subject to the grievance procedures.

### **9.2.2 Statement of Policy**

For those issues and concerns that are not resolved through open communications, these grievance procedures are designed to allow employees to address job-related complaints, to have them considered fairly by the Court and to have them resolved at the lowest level possible.

Any employee who is unable to resolve an issue or concern informally may file a grievance per the procedures described in this article.

Each party involved in a grievance should act quickly so that the grievance can be resolved promptly. Every effort should be made to complete the action within the limits specified in the grievance procedures. The parties may extend the time limitations for any step through mutual written consent or verbal consent followed up by written confirmation.

The Court will not take punitive action against any employee for using the grievance procedures.

The grievant has the right to Union representation at every level of the grievance process, and the Union may file on behalf of any grievant.

The Court has no obligation to inform employees of their right to representation relative to this grievance procedure. The Union will be allowed a reasonable amount of time each month to conduct training for newly-hired employees on their representation rights relative to the grievance procedure. This training shall be during work hours and on Court premises. The Court and the Union agree to set a schedule of training so that facilities and employees can be made available in advance of the training.

Every Court employee is required to participate in the investigation process, as directed. This includes truthfully disclosing facts and maintaining confidentiality.

### **9.2.3 Grievance Process**

#### **A. Informal Level**

Whenever an employee believes that he or she has a grievance as defined in Section 9.2.1, the grievance may be discussed orally with the grievant's supervisor or appropriate level unit administrator with the objective of resolving the matter informally, before proceeding to the formal procedure listed below. Upon a verbal request by the grievant, a conference shall be scheduled within five (5) business days, or a mutually agreed time, where the grievant shall discuss the alleged violation and suggest possible remedies. The grievant has the right to Union representation during the informal meeting. If the grievant is not satisfied with the proposed remedy after the informal conference, or if an informal conference is not applicable, the grievant may appeal to step 1 of the formal grievance procedure, as outlined below.

#### **B. Formal Grievance Procedure - Step 1: Initial Grievance Review**

Whenever an employee believes that he or she has a grievance as defined in Section 9.2.1, and the informal meeting was either not applicable or a resolution was not reached, the grievant should complete the Grievance Form (Attachment D), and submit it (or a letter containing all requested information) to Human Resources, as soon as possible but not later than : (1) ten (10) business days after the informal meeting ; or (2) within ten (10) business days after the employee can reasonably be expected to have known of the act or event which is the basis of the grievance. If the grievance is being filed against Human Resources, the matter shall be brought to the attention of a Deputy Court Executive Officer or his/her designee. It is the responsibility of the individual who has properly received the grievance to meet with the grievant (when deemed necessary by the reviewer), investigate the grievance, attempt to resolve it, and communicate a written decision to the grievant within ten (10) full business days of the date the Grievance was submitted. Such communications may be sent electronically. If the Court fails to respond within the ten (10) business days, the grievant may appeal automatically to the next level.

#### **C. Formal Grievance Procedure - Step 2: Appeal to the Court Executive Officer**

If the grievant is not satisfied with the decision resulting from Step 1, he or she may appeal the decision to the Court Executive Officer in writing. The Court Executive Officer may refer the appeal to a designee. The appeal must be filed within ten (10) business days of the issuance of the Initial Grievance Review decision.

The Court Executive Officer or his/her designee will acknowledge receipt, review and investigate the appeal and the underlying grievance, and meet with the grievant (when deemed necessary by the reviewer). Within ten (10) business days of receipt the CEO or designee will ~~then~~ render a decision in writing, of which the grievant will acknowledge receipt. Such communications may be sent electronically. If the Court fails to respond within the ten (10) business days, the grievant may appeal automatically to the next level.

**D. Formal Grievance Procedure - Step 3: Hearing Panel**

If the grievant is not satisfied with the decision of the Court Executive Officer or his/her designee regarding the appeal, the grievant may submit the matter to a hearing panel. In order to do so, the grievant must submit a request in writing, within ten (10) business days of receipt of the decision of the Court Executive Officer, or his/her designee, regarding the grievant's appeal.

The hearing panel shall be composed of one member appointed by the Court Executive Officer, one member appointed by the grievant or the grievant's bargaining representative, and one member mutually agreed upon from a list provided by the State Mediation and Conciliation Service, unless the parties otherwise agree.

The cost of the panel member appointed by the Court shall be borne by the Court. The cost of the panel member appointed by the grievant or representative of the grievant shall be borne by the grievant. The cost of the mutually agreed upon hearing panel member shall be split evenly between the two parties.

At the hearing the grievant and the Court shall have the right to call witnesses and present evidence. Upon request of the grievant, the Court shall release employees to testify at the hearing. The grievant may issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided by Code of Civil Procedure section 1282.6. The grievant shall have the right to representation, including legal counsel paid by the grievant. The hearing shall be conducted within thirty (30) days of the date of the grievant's request unless the parties agree otherwise. An appropriate record of the hearing shall be made at the expense of the requesting party.

The decision of the hearing panel for items related to this grievance process shall be final and binding on both the Court and the grievant or grievant's representative.



## ARTICLE X - MISCELLANEOUS PROVISIONS

### ***10.1 No Strike or Lockout***

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

### ***10.2 Funding Contingency***

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

### ***10.3 Severability***

In the event that any provision of the MOU should be found to be unenforceable, that finding shall have no effect on any other provision.

### ***10.4 Whole Agreement***

This MOU concludes all negotiations required by the Trial Court Employment Protection and Governance Act and sets forth the full and final understanding of the parties regarding all matters on which the parties are required to meet and confer. Any other agreements between the parties are hereby revoked and terminated, with the exception of any side letter of agreement executed as part of bargaining.

No subsequent agreement or notification of any of the terms or provisions contained in this MOU shall be binding unless it is made and executed, in writing, by both parties.

### ***10.5 Judicial Officer-To-Staff Ratios***

The Court shall provide to Union any report which is either produced by or provided to the Court containing the ratio of Judicial Officers to Staff for all fifty-eight (58) trial courts in the State of California, or regional subsets thereof.

### **10.6 Job Descriptions**

Proposed modifications to job descriptions shall be submitted to the Union to facilitate good-faith bargaining over those modifications which fall within the scope of bargaining.

### **10.7 Bar Association Fees**

#### **10.7.1 Association Fees**

The Court agrees to pay the annual state bar association fees for unit members, if applicable.

#### **10.7.2 Continuing Education**

The Court agrees to reimburse Unit members for required continuing education fees and expenses if applicable.

Such reimbursement shall include local bar association dues on the condition that Unit members seeking such reimbursement attend at least two local bar association training sessions per year, if offered.



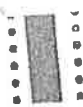
### **10.8 Union Notification**

The Union and Chapter President will be notified regarding the hiring, reassignment (except in cases where the Reassignment only affects the employee's position control number), retirement and voluntary separation of all represented employees. The Court shall also notice the Union and Chapter President of any Court-initiated termination of a represented employee, when possible on the day of, but no later than one business day after, termination.

## **ARTICLE XI - TERM OF MOU**



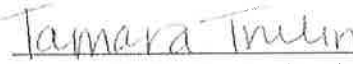
Upon ratification by the Court and the Union, this MOU shall become effective December 1, 2020 and shall remain in full force and effect through November 30, 2021.

This MOU shall thereafter continue in full force and effect from year to year until terminated by either party by the giving of written notice no later than June 30 in any year, to be effective November 30 of the same year.

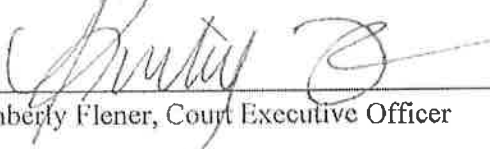
Initial  Initial  

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

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021:

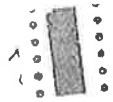
<small>DocuSigned by:</small> 	1/14/2021
<small>2085DD2DD634460</small> John Stead-Mendez, Executive Director SEIU Local 1021	Date
	1/13/2021
<small>CE030513ADF6418</small> Del Mallory, Area Director SEIU Local 1021	Date
	1/24/2020
Tamara Trulin, Professional Unit Bargaining Chairperson	Date

SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE:

	1-21-20
Kimberly Flener, Court Executive Officer	Date



DS  
DM



## ATTACHMENT "A" - PROFESSIONAL UNIT CLASSIFICATIONS

Court Staff Attorney I

Court Staff Attorney II



**ATTACHMENT "B" - EMPLOYEE REPRESENTATION RELEASE TIME RECORD**

Employee Requesting Representation: \_\_\_\_\_

Reason:  Grievance  Discipline Appeal  Other: \_\_\_\_\_

Date of Representation: \_\_\_\_\_ Time of Representation: \_\_\_\_\_ to \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Supervisor: \_\_\_\_\_

Date/Time Request Received: \_\_\_\_\_

Approved for: Date: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Denied – Reason for denial: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Actual Release Time Taken Date: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Union Steward: \_\_\_\_\_

Union Steward's Supervisor: \_\_\_\_\_

Date/Time Request Received: \_\_\_\_\_

Approved for: Date: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Denied – Reason for denial: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Actual Release Time Taken Date: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Steward's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT "C" - PROFESSIONAL UNIT SALARY TABLES

Effective December 1, 2019

BASE PAY RATE

Bi-Weekly Rate					Class Code	Exempt/Non-Exempt	Classification Title
Step 1	Step 2	Step 3	Step 4	Step 5			
2,864.82	3,008.06	3,158.46	3,316.38	3,482.20	7340	Exempt	Court Staff Attorney I
3,228.17	3,389.58	3,559.06	3,737.01	3,923.86	7341	Exempt	Court Staff Attorney II

SPECIAL PAY COMPENSATION - LONGEVITY

10 YEAR LONGEVITY (additional 3% above base pay rate)

Bi-Weekly Rate					Class Code	Exempt/Non-Exempt	Classification Title
Step 1	Step 2	Step 3	Step 4	Step 5			
85.94	90.24	94.75	99.49	104.47	7340	Exempt	Court Staff Attorney I
96.85	101.69	106.77	112.11	117.72	7341	Exempt	Court Staff Attorney II

15 YEAR LONGEVITY (additional 3% above 10 year longevity rate of compensation)

Bi-Weekly Rate					Class Code	Exempt/Non-Exempt	Classification Title
Step 1	Step 2	Step 3	Step 4	Step 5			
174.46	183.19	192.35	201.97	212.07	7340	Exempt	Court Staff Attorney I
196.60	206.43	216.74	227.58	238.97	7341	Exempt	Court Staff Attorney II

20 YEAR LONGEVITY (additional 3% above 15 year longevity rate of compensation)

Bi-Weekly Rate					Class Code	Exempt/Non-Exempt	Classification Title
Step 1	Step 2	Step 3	Step 4	Step 5			
265.64	278.93	292.87	307.52	322.90	7340	Exempt	Court Staff Attorney I
299.34	314.31	330.01	346.52	363.85	7341	Exempt	Court Staff Attorney II

25 YEAR LONGEVITY (additional 3% above 20 year longevity rate of compensation)

Bi-Weekly Rate					Class Code	Exempt/Non-Exempt	Classification Title
Step 1	Step 2	Step 3	Step 4	Step 5			
359.55	377.54	396.41	416.24	437.05	7340	Exempt	Court Staff Attorney I
405.17	425.43	446.68	469.03	492.48	7341	Exempt	Court Staff Attorney II

Note: To determine total compensation the base rate of pay must be added to the applicable longevity rate.



**ATTACHMENT "D" - GRIEVANCE FORM**

Date of Grievance Submission:		Sent Via: <input type="checkbox"/> Mail <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax	
Grievance Submitted By:			
Phone:		E-mail	
<b>Employee Information</b>			
Is the grievance being submitted on behalf of a group of employees? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, please provide the following employee information on a separate page.			
Name:		Title:	
Division:		Facility:	
Phone:		E-mail:	
Name & Title of Direct Supervisor:			
<b>Grievance Information (use additional pages if necessary)</b>			
Date/time the alleged grievance occurred or was discovered:			
Grievance Statement (Briefly state, as clearly as possible, the specifics of your grievance, including dates, locations, people involved, etc.):			
Contract, rule, law, regulation or policy allegedly violated, misapplied or improperly interpreted (please indicate specific section where applicable):			
Attempt(s) at Resolution:			
Desired Resolution:			

Submitted by: \_\_\_\_\_

Signature

