

**October 1, 2017 - September 30, 2020**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LAKE**

**AND THE**

**LAKE COUNTY EMPLOYEES' ASSOCIATION**

**UNIT A**

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**October 1, 2017 – September 30, 2020**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LAKE  
AND THE  
LAKE COUNTY EMPLOYEES' ASSOCIATION  
UNIT A**

**ARTICLE I. GENERAL PROVISIONS**

**A. PARTIES TO THE AGREEMENT**

This Memorandum of Understanding, hereinafter referred to as the MOU, has been executed by the Superior Court of California, County of Lake, hereinafter referred to as the COURT, and by Unit A of the Lake County Employees' Association, hereinafter referred to as the ASSOCIATION.

**B. AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this MOU, the following authorized agents have been designated:

**1. COURT'S AUTHORIZED AGENT**

COURT'S principal authorized agent shall be the Court Executive Officer or his/her duly authorized representative.

Superior Court of California, County of Lake  
255 North Forbes Street  
Lakeport, CA 95453

**2. ASSOCIATION'S AUTHORIZED AGENT**

ASSOCIATION'S principal authorized agent shall be the President, or his/her duly authorized representative of Operating Engineers.

Lake County Employees' Association, Inc.  
P.O. Box 845  
Lakeport, CA 95453

## **C. RECOGNITION**

The ASSOCIATION is hereby acknowledged as the recognized employee organization for the purpose of meeting and conferring in good faith under the auspices of Section 71630 et seq of the Government Code of the State of California. Specifically, such recognition extends to those regular positions assigned to the Court Employees Unit A.

## **D. ASSOCIATION RIGHTS**

### **1. DUES & BENEFITS DEDUCTION**

The COURT agrees to continue the present ASSOCIATION check off system whereby ASSOCIATION dues, as established by the ASSOCIATION, and payments for ASSOCIATION benefits programs, as established by the ASSOCIATION and approved by the COURT, will be withheld from ASSOCIATION members' pay. Such withholding will be remitted promptly to the Treasurer of the ASSOCIATION, or such other officer as designated by the ASSOCIATION, along with a list of the employees who have had said dues and or payments deducted.

### **2. MEET AND CONFER MEMBERS**

Two members of the ASSOCIATION shall be allowed on the Meet and Confer Committee, and two COURT employees, making up part of the Meet and Confer Committee, shall be paid by the COURT for reasonable time spent in meeting and conferring with the COURT, but only for straight time hours they would otherwise have worked on their regular schedules of work.

### **3. USE OF COUNTY FACILITIES**

The ASSOCIATION may utilize COUNTY facilities that are under the COURT'S control so far as such use is not disruptive to the normal operations of the COURT OR COUNTY and the COUNTY permits such use.

#### **a. Bulletin Boards:**

ASSOCIATION shall be allowed reasonable access to bulletin boards currently and normally utilized by the COURT for posting information of primary interest to COURT employees. Such access shall include space on such bulletin boards or other authorized area up to a maximum of twenty percent (20%) thereof. The use of such space shall be limited to the posting of ASSOCIATION matters. Items posted shall be dated and initialed by the person posting. Failure to meet reasonable standards shall result in the ASSOCIATION being required to immediately remove the posted document.

#### **b. Duplication Equipment:**

COURT will continue to provide use of the duplicating equipment at prevailing fees for work done and the use of the Court's internal mail system, and meeting rooms for official Association business. The Court's e-mail system

may be used for communication between Court administration and Association officers, business agent and shop stewards.

#### **4. ORIENTATION**

ASSOCIATION shall have access to all new employees within this Unit for the purpose of informing such employees of the additional benefits available to ASSOCIATION members. A maximum of one (1) hour of employee's time may be set aside for the above service. The ASSOCIATION shall attempt to set group meetings once per month to provide this service. The ASSOCIATION will notify the Court Personnel Officer of the representative it has designated as "Orientation Officer".

#### **5. BARGAINING UNIT ACTIVITIES ON COURT TIME**

In addition to the time allowed during work hours for ASSOCIATION representatives to participate in the meet and confer process with COURT representatives, the COURT shall also allow reasonable time off during working hours, for members the ASSOCIATION designates, to investigate, process, and represent members in grievances and employee disciplinary appeals. No more than two employees shall be so designated at any one time and the COURT by its Court Executive Officer, shall be informed by the ASSOCIATION of the names of the employees so designated. Of the two members so designated, no more than one said designated member at any one time shall be allowed, during working hours, to investigate, process, and represent a member in each particular grievance and/or employee disciplinary appeal. The employee who has filed a grievance and/or is subject to disciplinary action may select his/her representation in such a matter. No other bargaining unit business shall be conducted on COURT time.

#### **E. COURT RIGHTS AND RESPONSIBILITIES**

COURT retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by COURT and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action is necessary, working with COUNTY, to prepare for and operate in an emergency. Nothing in this Article shall be construed to limit, amend, decrease,

revoke or otherwise modify the rights vested in the COURT by any law regulating, authorizing or empowering the COURT to act or refrain from acting.

## **ARTICLE II. COMPENSATION**

### **A. CAREER INCENTIVE SYSTEM**

#### **1. FIVE STEP SALARY SCHEDULE**

The Career Incentive System contained herein is a five-step salary schedule consisting of Steps 1, 2, 3, 4, & 5. Movement in this system shall be based on satisfactory performance evaluation as determined by the Court Executive Officer, or his/her designee. Eligibility for progression through the five steps of the salary schedule shall normally be based upon at least one full year's satisfactory service at the preceding step and is subject to budget constraints. In cases where an employee's performance is exceptional, progression to the next step could occur earlier at the discretion of the Court Executive Officer, or his/her designee. In cases where an employee's performance evaluation is less than satisfactory and, therefore, progression to the next step is denied, an employee may request the Court Executive Officer, or his/her designee reevaluate that employee following ninety (90) days additional service and, if such employee's performance is determined by the Court Executive Officer, or his/her designee to have improved to satisfactory or better at the conclusion of such 90 day period, the employee may be eligible to progress to the next step, subject to the full discretion of the Court Executive Officer, or his/her designee.

#### **2. PROMOTIONS**

An employee who is promoted, or whose position has been reclassified to a higher level, shall receive a salary at the first step of the higher class or at the step which provides for at least a five percent (5%) increase over his or her base salary prior to such promotion, whichever is greater. Except that if placement at Step 5 would result in a salary increase of less than five (5%), the employee shall be placed at Step 5. The employee shall continue to receive any longevity steps for which he/she may qualify.

#### **EFFECTIVE DATE**

Step increases shall become effective on the date the step increase became due.

### **B. SALARY ADJUSTMENT FOR RECRUITMENT PURPOSES**

The COURT reserves the right for recruitment purposes to hire and compensate new employees above the first step of the salary range.



### **C. PROMOTIONAL EXAMINATION LEAVE**

COURT will provide the necessary time off with pay to employees to participate in promotional examinations for the COURT which are held during his/her regular work hours; provided such time off shall not exceed eight (8) hours in any calendar month.

### **D. LONGEVITY**

After an employee reaches the tenth year of satisfactory employment by the COURT the employee shall receive a 2.5% longevity increase. Each fifth satisfactory year thereafter, effective until July 1, 2016, the employee shall receive a 2.5% increase for longevity. Effective July 1, 2016, after an employee has reached the eleventh year of satisfactory employment by the COURT, and annually thereafter, the employee shall receive a .5% increase for longevity, up to a maximum of 7.5%.

Any employee who is receiving more than 7.5% longevity as of July 1, 2016 will continue to receive their current longevity rate and will not receive any further longevity increases.

### **E. WAGE SCHEDULE**

#### **1. EFFECTIVE DATE**

Effective the first full pay period after October 1, 2018, the salary range for each classification in the bargaining unit shall increase by 2%. The salary schedule effective the first full pay period after October 1, 2018 is Attachment "A".

Effective the first full pay period after July 1, 2019, the salary range for each classification in the bargaining unit shall increase by 2%. The salary schedule effective the first full pay period after July 1, 2019 is Attachment "B."

Effective the first full pay period after July 1, 2020, the salary range for each classification in the bargaining unit shall increase by 2%. The salary schedule effective the first full pay period after July 1, 2020 is Attachment "C."

#### **PROPORTIONAL COMPENSATION FOR PART TIME EMPLOYEES**

Employees working less than full time shall receive proportionate compensation.

### **F. COURT PAYMENT OF EMPLOYEE'S PERS CONTRIBUTION**

Until June 30, 2014, the COURT will pay an amount up to seven percent (7%) of the employee's modified gross pay as the employee's contribution to PERS. The COUNTY is the contract agency with the PERS retirement system. Therefore the

County has authority to change benefits without Court approval. The current COUNTY contract provides for the PERS' 2% at 55 formula with final compensation for retirement purposes based on the single highest year of salary, except as modified by PEPRA.

Effective July 1, 2014, employees will be required to pay the employee CalPERS share (7%). Employees subject to PEPRA will continue to be required to pay the employee contribution required by statute.

## **G. WORKING ABOVE CLASS**

### **1. DEFINITION**

Employees who are duly authorized, directed or assigned to work above their normal classifications shall be compensated at five per cent (5%) above their normal salary rate.

### **2. START OF PAY**

Pay for assignment above class shall commence on the eleventh (11th) consecutive workday of such assignment, or the eleventh (11th) day accumulated in any sixty (60) calendar day period.

## **H. BILINGUAL DIFFERENTIAL (SPANISH)**

When certified as bilingual in Spanish and filling a designated bilingual position, an employee will receive two and one-half percent (2.5%) of his/her base pay for all hours worked.

## **ARTICLE III. HOURS OF WORK**

### **A. HOURS OF WORK**

Unit members shall have regularly assigned work hours, which shall not be changed without prior notice. Except in the case of emergencies, written notice shall be given at least five (5) days prior to the effective date of a change in regular work hours. Shifts are defined as any work period not to exceed forty (40) hours in any seven (7) day work week period. All days off will be consecutive and workdays not exceeding twelve (12) hours. Each employee shall be scheduled to work a shift with regular starting and quitting times.

### **B. OVERTIME AND COMPENSATORY TIME OFF (CTO)**

#### **1. OVERTIME DEFINED**

##### **a. Definition**

Overtime is defined as all authorized and directed time worked in excess of the normal daily work shift.

## 2. COMPENSATION FOR OVERTIME WORKED

### a. Compensation Rate

All time worked in excess of the normal daily work shift in any one work week shall be compensated by cash payment at one and one-half times (1 1/2 T) the hourly rate.

### b. CTO Rate

If an employee elects compensatory time off (CTO) for overtime worked in lieu of cash payment, such CTO shall accumulate at one and one-half times (1-1/2T) the hours worked.

### c. Maximum Accrual of CTO

The maximum accumulation of CTO that an employee may have at any point in time is forty (40) hours. CTO shall be utilized in accordance with existing policy.

Employees that have more than forty (40) hours of CTO accumulated as of January 1, 2009, will be paid for all hours in excess of forty (40) on the January 31, 2009 paycheck.

### d. Cash Out of CTO for Medical Expenses

An employee may, with approval of the Court Executive Officer, cash out accrued CTO for medical expenses no more than once per fiscal year.

## C. CALL BACK

### 1. DEFINITION

For purposes of this MOU, Call Back, Call Out and Call In shall have identical meaning. Call Back shall occur when an employee has completed his/her work shift, be it regular or extended; has departed the employer's premises or place of work assignment and is off duty; and is subsequently called back to a place of work assignment by the COURT prior to the beginning of the employee's next designated work shift.

### 2. SHIFT EXTENSION NOT CALL BACK

Call Back shall not mean work that is contiguous to, or an extension of, or an early beginning of a designated regular work shift.

### 3. SCHEDULED WORK OR TRAINING NOT CALL BACK

Call Back shall not mean scheduled work or training assignments that are in addition to the normal scheduled work week.

**4. MINIMUM CALL BACK TIME**

Employees called back shall be credited with the actual time away from home, or three (3) hours, whichever is greater, not to exceed 24 hours in a 24 hour period.

**D. OTHER PROVISIONS**

Provisions of the Court Personnel Rules, not altered by this MOU, shall govern the remaining facets of hours and overtime.

**ARTICLE IV. LEAVE BENEFITS**

**A. HOLIDAYS**

**1. COURT DECLARED HOLIDAYS**

The following days during the contractual period shall be declared as holidays and compensated as such for employees in the represented classifications:

- 1) Independence Day July 4,
- 2) Labor Day First Monday in September
- 3) Columbus Day October 12, or as designated by the State
- 4) Veterans Day November 11,
- 5) Thanksgiving Day Fourth Thursday in November
- 6) Day after Thanksgiving Day Friday following fourth Thursday in November
- 7) Christmas Day December 25,
- 8) New Years Day January 1,
- 9) Martin Luther King Jr. Birthday Third Monday in January
- 10) Presidents' Day Third Monday in February
- 11) Cesar Chavez Day March 31, or as designated by the State
- 12) Memorial Day Last Monday in May
- 13) Any other holiday declared by Judicial Council pursuant to State law.

**2. HOLIDAY OBSERVANCE**

Any holiday which falls on a Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday.

### 3. HOLIDAYS WORKED

#### a. Required to Work

When an employee is required to work on a declared COURT holiday, he/she shall be compensated for the eight (8) hours holiday in addition to one and one-half times (1½T) for the actual hours worked. The department may, in lieu of the pay for the holiday, provide equivalent time off within the succeeding sixty (60) day period.

### 4. REGULAR WORK DAYS OVER EIGHT HOURS

Employees who are regularly assigned work day schedules longer than eight (8) hours shall receive eight (8) hours compensation for each holiday. If requested by the employee in advance, the department shall allow such employee to work additional hours at straight time for each holiday. Such time shall be worked during the same payroll period that contains the holiday(s). The use of approved vacation leave or compensatory time off may also be allowed to augment the eight (8) holiday hours in order to receive a full work day credit for that holiday.

## B. PERSONAL LEAVE DAYS

Each regular full time unit member employed on or before July 1 shall be granted, subject to Court Executive Officer, or his/her designee, scheduling approval based upon the COURT staffing requirements, 28 hours of personal leave per fiscal year. Each unit member hired on or after July 2, shall be granted 14 hours of personal leave per fiscal year. All regular part time employees hired on or before July 1, and work at least 20 per week will be granted 14 hours of personal leave per fiscal year. All regular part time employees hired on or after July 2 and work at least 20 hours per week shall be granted 7 hours of personal leave per fiscal year. Any personal leave hours not used prior to June 30 of each year shall result in a corresponding reduction in the number of personal leave hours accrued in the following fiscal year. Such personal leave shall be taken in accordance with Court policies governing vacation time.

## C. VACATION LEAVE

### 1. ALLOWANCE

All regular, full-time employees shall accrue vacation hours based on the schedule below. Vacation leave hours for all employees will accrue based on the total number of regular hours compensated by the Court per pay period. All regular, part-time employees who work at least 20 hours per week will accrue a prorated share of vacation based on the total number of regular hours compensated by the Court per pay period.

<b>YEAR</b>	<b>ACCRUAL RATE (PER REGULAR COMPENSATED HOUR)</b>	<b>APPROXIMATE ANNUAL EQUIVALENT (BASED ON 2080 REGULAR WORK HOURS)</b>
Beginning of 1 <sup>st</sup> - end of 2 <sup>nd</sup> year	0.0404	84
Beginning of 3 <sup>rd</sup> - end of 4 <sup>th</sup> year	0.0596	124
Beginning of 5 <sup>th</sup> - end of 10 <sup>th</sup> year	0.0712	148
Beginning of 11 <sup>th</sup> - end of 11 <sup>th</sup> year	0.0808	168
Beginning of 12 <sup>th</sup> - end of 12 <sup>th</sup> year	0.0826	172
Beginning of 13 <sup>th</sup> - end of 13 <sup>th</sup> year	0.0865	180
Beginning of 14 <sup>th</sup> - end of 14 <sup>th</sup> year	0.0903	188
Beginning of 15 <sup>th</sup> - end of 19 <sup>th</sup> year	0.0942	196
Beginning of 20 <sup>th</sup> year and thereafter	0.1	208

## 2. UTILIZATION

Accumulated vacation time shall be available for use after six (6) months of continuous service subject to approval of the Court Executive Officer, or his/her designee.

## D. SICK LEAVE

### 1. ALLOWANCE

All regular, full-time employees shall be credited with a maximum of 8 hours sick leave per month based on the number of regular hours compensated. All regular, part-time employees who work at least twenty (20) hours per week, shall accrue a prorated share of sick leave based on the number of regular hours compensated..

### 2. RELATIONSHIP TO PERSONNEL RULES

Sick leave provisions not contained herein shall be as provided for in the Court Personnel Rules.

### 3. PERS SICK LEAVE OPTION

The PERS plan includes the credit for unused sick leave option.

### 4. REGULAR PART TIME EMPLOYEE PRORATION

Regular employees who are regularly assigned to work less than full time but more than half-time shall accrue a pro rata share of the sick leave rate as their scheduled hours bear to those of a full time employee.

## 5. TEMPORARY LIGHT-DUTY POLICY

**Purpose:** The COURT recognizes the value of its employees and wishes to facilitate early return to work whenever it is medically feasible. The COURT will work with its employees and their treating physicians to accommodate work restrictions and provide temporary light-duty assignments whenever possible.

**Reasonable Effort to Provide:** Whenever the treating physician releases an employee to light duty and identifies the applicable work restrictions, the COURT will make every reasonable effort to provide a temporary light-duty assignment.

**Maximum Duration of Light-Duty Assignment:** The maximum time that temporary light duty assignment shall be provided is 90 calendar days. The Court Executive Officer may extend the period of light-duty assignment for an additional 45 calendar days.

**Medical Restrictions:** While on light-duty assignment, employee shall comply with all limitations that have been prescribed by the treating physician and shall make every effort to avoid any activity or action that could aggravate or cause further injury to the existing injury.

**Personnel Rules, Regulations and Policies Applicable:** Except as otherwise specifically addressed herein, all Court Personnel Rules, Regulations and Policies are applicable during temporary light-duty assignment.

## E. BEREAVEMENT POLICY

An employee shall receive bereavement leave of forty (40) hours for the death of an immediate family member, due to the death of his or her parent, step parent, spouse, domestic partner, child, step child, adopted child, grandchild, sister, brother, mother-in-law, father-in-law, or the death of any person residing in the immediate household of the employee at the time of death. An employee shall receive bereavement leave of sixteen (16) hours for the death of the employee's aunt, uncle, grandparent, sister-in-law, brother-in-law, niece, nephew, grandfather-in-law, grandmother-in-law or cousin. Each death of a qualifying individual shall be a separate incident and qualifies the employee to the allowed bereavement leave. Bereavement leave is not subject to accrual and the leave allowed pursuant to this provision must be used for any single incident of bereavement within seven (7) days of the time the employee first takes bereavement leave for said incident. Such bereavement leave is separate and shall not be credited against other forms of leave. Bereavement leave shall be used by the employee before he/she makes use of accrued sick time for purposes of the bereavement leave provision of Section 1504 of the Lake County Personnel Rules.

## ARTICLE V. HEALTH AND WELFARE BENEFITS

### A. GROUP INSURANCE

#### 1. MAXIMUM MONTHLY CONTRIBUTION

For the term of this agreement the COURT shall pay the following amounts per month toward the Court-sponsored medical, dental, and vision insurance plan for each employee who enrolls in a Court-sponsored group medical, dental, and vision insurance plan. In no event shall the Court's financial obligation exceed the specified amounts or the actual monthly premium for an employee's medical, dental, or vision insurance, whichever is less.

2018 Plan Year (Effective 12/31/17)

##### **Medical**

Employee only: \$825 per month

Employee plus one dependent: \$880 per month

Employee plus two or more dependents: \$913 per month

2019 Plan Year (Effective 12/31/2018)

##### **Medical**

Employee only: \$825 per month

Employee plus one dependent: \$980 per month

Employee plus two or more dependents: \$1,100 per month

2020 Plan Year (Effective 12/31/2019)

##### **Medical**

Employee only: \$875 per month

Employee plus one dependent: \$1,030 per month

Employee plus two or more dependents: \$1,150 per month

##### **Dental**

Employee only: \$35.00 per month

Employee plus one dependent: \$58.00 per month

Employee plus two or more dependents: \$90.00 per month

##### **Vision**

Employee only: \$9.00 per month

Employee plus one dependent: \$12.00 per month

Employee plus two or more dependents: \$22.00 per month



Employees will NOT be entitled to receive in cash, other compensation, benefits, or in any form the difference between the amount of the cost of medical dental and vision coverage and the Court's monthly contribution.

## COVERAGE

It is the COURT'S understanding that the scope of coverage under the Court-sponsored plan will not be diminished during the period of this agreement. For purposes of this paragraph, "scope of coverage" is defined as medical, dental, vision, and life insurance coverage.

## 2. RETIREES' COVERAGE

Retiree health benefit is eliminated for those employees hired after October 1, 2017.

In addition, for those retirees with fifteen years of continuous COURT service who participate in the COURT'S retiree insurance program, the COURT shall pay a monthly stipend to the retiree which is equivalent to 50% of the group health insurance premium for active employees with employee-only coverage enrolled in the Silver PPO (or equivalent) plan.. Such stipend shall be discontinued once the employee reaches sixty-five years of age or is eligible for Medicare coverage, whichever is later. For those retirees with twenty years of continuous COURT service who participate in the COURT'S retiree insurance program, the COURT shall pay a monthly stipend to the retiree which is equivalent to 75% of the group health insurance premium for active employees with employee-only coverage enrolled in the Silver PPO (or equivalent) plan. Such stipend shall be discontinued once the employee reaches sixty-five years of age or is eligible for Medicare coverage, whichever is later. For those retirees with 25 years of continuous COURT service who participate in the COURT'S retiree insurance program, the COURT shall pay a monthly stipend to the retiree, which is equivalent to 100% of the group health insurance premium for active employees with employee-only coverage enrolled in the Silver PPO (or equivalent) plan. Such stipend shall be discontinued once the employee reaches sixty-five years of age or is eligible for Medicare coverage, whichever is later.

Employees must be enrolled in the COURT'S medical plan for the five years immediately preceding retirement to receive the described benefits.

Employees who elect the Gold PPO plan will receive the same court stipend as those enrolled in the Silver PPO (or equivalent) plan.

## 3. INSURANCE OPT-OUT WITH ALTERNATIVE COVERAGE

Employees may waive medical or dental care coverage. Proof of similar coverage is required to be provided to the COURT in such a form as the COURT may require. Employees waiving medical or dental care coverage shall receive the following per month. If employees opt out of dental coverage, they must remain opted out for 3 consecutive benefit years.

Medical: \$275

Dental: \$25

#### 4. CAFETERIA/SECTION 125 PLAN

The COURT will continue working with the ASSOCIATION on the existing "Cafeteria" or "Section 125" style benefit plan and to evaluate, when economically feasible, additional employee benefits which may be pre-taxed.

## ARTICLE VI. GRIEVANCE PROCEDURE

### A. DEFINITIONS:

#### 1. GRIEVANCE

A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this MOU or employee protection contained in any statute, Court resolutions, Rules of Court, personnel rules, or written Court policies which adversely affect the grievant.

#### 2. GRIEVANT

A grievant is an employee in the unit who is filing a grievance as defined above, or the ASSOCIATION alleging a violation of an ASSOCIATION right as defined in Article I, section D. Alleged violations, misapplications, or misinterpretations, which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance. In situations where more than one employee is affected, the ASSOCIATION may file grievances on behalf of its members. The COURT may require that the ASSOCIATION provide a list of the names of the employees allegedly affected.

#### 3. DAYS

Day(s)" shall mean day(s) in which the COURT'S main administration office is open for business.

### B. INFORMAL LEVEL

Within seven (7) days from the event giving rise to a grievance or from the date the employee could reasonably be expected to have had knowledge of such event the grievant shall orally discuss his/her grievance with his/her supervisor. The supervisor shall have five (5) days to give a decision to the employee.

## **C. FORMAL LEVELS**

### **1. LEVEL 1- IMMEDIATE SUPERVISOR:**

Within ten (10) days of the receipt of the Informal Level decision, the grievant may file a formal written grievance with his/her immediate supervisor on a form provided by the COURT. The supervisor shall, within five (5) days have a meeting with the grievant and within five (5) days thereafter give a written decision to the grievant on the form provided.

### **2. LEVEL 2 – ASSISTANT COURT EXECUTIVE OFFICER:**

The grievant may within five (5) days from receipt of the decision at Level 1 file a written appeal to the Assistant Court Executive Officer, or his/her designee, who shall, within ten (10) days meet with the employee, and within five (5) days thereafter give a written decision to the grievant.

### **3. LEVEL 3 - MEDIATION:**

The grievant may within five (5) days from the receipt of the decision at Level 2 file a written appeal to the Court Executive Officer and request a mediator be appointed by the State Mediation and Conciliation Service. The Mediator shall meet and hear the grievance within thirty (30) working days. The Mediator shall prepare an advisory written recommendation, and submit it to the Court Executive Officer within ten (10) working days after the hearing.

### **4. LEVEL 4 – COURT EXECUTIVE OFFICER:**

Within twenty (20) days of receipt of the Mediator's written recommendation the Court Executive Officer shall give a written decision to the grievant. If the decision is other than adopting the recommendation of the Mediator, the Court Executive Officer shall, at request of grievant, schedule a hearing with the grievant.

### **5 LEVEL 5 – COURT EXECUTIVE COMMITTEE:**

The grievant may within five (5) days from receipt of the decision at Level 4 file an appeal for final determination by the Court Executive Committee. The appeal, along with any documentation, shall be forwarded to the Committee for its consideration by the Court Executive Officer and the grievant. It shall be placed on the next available regular meeting agenda for consideration by the Committee. The Committee may hear the grievance at that meeting or set it for hearing within two (2) weeks thereafter. Such hearing shall be closed unless the employee requests the hearing to be public. No later than two (2) weeks after the hearing, the Committee shall make a final decision in the matter.

## **D. GENERAL PROVISIONS**

### **1. EMPLOYEE'S TIME LIMIT FOR FORWARDING GRIEVANCE**

If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.

## 2. MANAGER'S TIME LIMIT FOR RESPONSE

If a supervisor or manager fails to respond with an answer within the given time period during the formal levels, the grievant may appeal to the next higher level.

## 3. EMPLOYEE REPRESENTATION

The grievant may be represented by a person of his/her choice at any formal level of this procedure.

## 4. WAVIER OF LIMITS AND LEVELS

Time limits and formal levels may be waived by mutual written consent of the parties.

## 5. PROOF OF SERVICE

Proof of Service shall be accomplished by registered mail.

## 6. PROCEDURE BY MUTUAL AGREEMENT

Nothing in this procedure shall preclude both parties from agreeing to submit an individual grievance to a hearing officer in lieu of hearing procedure in level 5..

## 7. APPEALS

The employee shall receive regular pay for that time in the appeals process which is part of their normal duty shift but shall not receive any compensation for time spent outside of normal duty shift.

# ARTICLE VII. MISCELLANEOUS

## A. LAYOFF

### 1. REASONS FOR LAYOFF

When it becomes necessary, through exercise of the provisions of this MOU, through lack of work, through lack of funds, or whenever it is deemed advisable in the interests of economy or other causes, to reduce the number of employees in the COURT, within a given class, the Court Executive Officer, or his or her designee, shall prepare a layoff list providing that all extra help, temporary and provisional employees in the given class shall be laid off before probationary or employees holding regular status in that class. At the request of ASSOCIATION, the COURT shall meet and discuss possible alternatives to layoffs. Such meetings shall be conducted subsequent to announcement by the COURT that specific layoffs will occur, and shall cease, whether or not there is agreement, prior to the effective date of the first layoff.

## 2. ORDER OF LAYOFF

### a. Probationary Employees

Persons serving in the initial probationary period shall be laid off prior to regular employees.

### b. Seniority

Regular employees shall be laid off by inverse order of COURT seniority except that employees whose last two consecutive performance evaluations were less than "satisfactory" shall be laid off prior to employees whose evaluations were "satisfactory". The evaluations utilized for this determination must have occurred at least one year apart.

## 3. SENIORITY DEFINED

### a. Date Of Appointment

For employees employed by the COURT prior to January 1, 2005 seniority shall be measured from the last date of appointment to COUNTY/COURT service from which there has been continuous service. For employees employed by the Court after January 1, 2005 seniority shall be measured from the last date of appointment to COURT service from which there has been continuous service.

### b. Break In Service

Any voluntary termination of employment except an authorized leave of absence shall constitute a break in service, at which point seniority will terminate.

### c. Leave Without Pay

An authorized leave of absence without pay shall not terminate seniority but shall be deducted from all determinations of COURT seniority..

### d. Ties In Seniority

The above provisions of this Article notwithstanding any ties in seniority shall be broken by lot.

## 4. NOTICE OF LAYOFF

The COURT shall send written notice by certified mail, postage prepaid, return receipt requested, and correctly addressed, to the last known mailing address of the employee as found in his/her personnel file. In lieu of the above, the COURT may serve notice by personal service. Notice of layoff shall be made at least fourteen calendar (14) days prior to the effective date of the action. If the written notice is returned to the COURT marked unable to forward, or is otherwise undeliverable, that shall also serve as proper notice.

## 5. DEMOTION AND DISPLACEMENT IN LIEU OF LAYOFF

### a. Demotion In Lieu Of Layoff

In lieu of being laid off, a regular employee may elect demotion and displacement in the same department to a classification previously held in regular status by said employee with substantially the same or lower salary range. In order to be eligible for demotion or displacement, an employee must have more seniority than at least one of the incumbents in the demotion or displacement class.

### b. Demotion Within Department Only

Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to layoff list provisions in this section based on ability and seniority.

### c. Employee Election

Employees wishing demotion and displacement in lieu of layoff must notify the COURT, in writing, of this election no later than seven (7) calendar days after receiving notice of layoff.

### d. Salary Step

Employees being demoted or displaced shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the classification from which the employee was laid off.

## B. RE-EMPLOYMENT AFTER LAYOFF

### 1. RE-EMPLOYMENT LIST

A regular employee involuntarily terminated from COURT employment, excepting those individuals terminated for cause based on appropriate provisions of the Personnel Rules, shall have their names placed on a reemployment list by the Court Personnel Officer. Persons on such a list shall be provided to employing departments in accordance with the Personnel Rules for a period of twelve (12) months following the date of layoff.

### 2. CONDITIONS OF RE-EMPLOYMENT

If all of the following conditions exist, the hiring department shall be required to rehire former departmental employees from the reemployment list.

#### a. Vacancy In Class

The department has previously laid off employee(s) in the class for which it is now attempting to fill a vacancy.

#### b. Employee On List

The layoff described above resulted in a former departmental employee being placed on the current reemployment list for that class.

**c. Employee Acceptance**

The employee(s) in question accept(s) the appointment to that department position.

These provisions of re-employment apply even if the employee has accepted another position with the COURT.

**3. NEW ANNIVERSARY DATE**

For purposes of salary increases within the classification, the anniversary date of any person re-employed under this provision shall be adjusted by postponing the anniversary date last held in a permanent position by the number of days equal to the days during which the employee was laid off. This above procedure shall establish the employee's new salary anniversary date and all benefit and leave accrual rates.

**4. REINSTATEMENT OF LEAVE BENEFITS**

Any person re-employed under this section may, within thirty (30) days of reemployment, reinstate all unused sick leave benefits formerly accrued by repayment to the COURT of all moneys received for sick leave pay-off resulting from his/her layoff. Furthermore, the employee shall be entitled to utilize sick leave and vacation benefits as if there had been no break in service. Accrual of such benefits shall be based on the new salary anniversary date

**5. TIME LIMIT**

Reemployment rights under this section shall be limited to twelve (12) months from the date of separation from COURT service.

**6. DECLINATION BY EMPLOYEE**

Three declinations by an employee of an appointment opportunity from a reemployment list shall serve to remove his/her name from all reemployment lists.

**7. EMPLOYEE RESPONSIBLE FOR CONTACT INFORMATION**

It shall be the responsibility of the laid-off employee to keep on file with the COURT a current address . If the employee fails to contact the COURT within seven (7) days after the COURT mails notice to the address provided, the employee shall be deemed to have declined an employment opportunity.

**C. PROBATIONARY PERIOD****1. PROBATIONARY PERIOD**

Any person entering COURT employment shall serve an initial twelve (12) month probationary period. Any person promoted within COURT employment shall serve a six (6) month probationary period.

## 2. PROMOTION DURING PROBATIONARY PERIOD

A probationary period resulting from a certified promotion during the initial probationary period, will not serve to extend the initial probationary period described above. The intent of this paragraph is that an employee would gain regular status in the classification from which he/she was promoted at the end of a time period equal to the initial probationary period.

## 3. OTHER PROVISIONS

Provisions of the Court Personnel Rules, not altered by this MOU, shall govern the remaining facets of the probationary period.

### **D. INDIVIDUAL RIGHTS**

Neither the COURT nor the ASSOCIATION shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 71630 et seq. of the California Government Code, including the right to belong or not to belong to the Lake County Employees Association, the right to be or not to be represented by the LCEA or its affiliated union, Operating Engineers Local #3, and the right to engage or not to engage in union activities.

### **E. RECOGNITION OF COUNTY EMPLOYMENT YEARS OF SERVICE**

For employees employed by the Court prior to January 1, 2005 all years of continuous COUNTY/COURT service shall be credited as years of service to the COURT for the purpose of calculating longevity and other benefits tied to years of service. For employees employed by the Court after January 1, 2005 all years of continuous COURT service shall be credited as years of service to the COURT for the purpose of calculating longevity and other benefits tied to years of service.

### **F. PROPOSED PERSONNEL RULES**

ASSOCIATION and COURT agree to meet and confer on proposed personnel rules.

### **G. TUITION REIMBURSEMENT PROGRAM**

The Court will maintain a book and tuition reimbursement program for all employees. Upon approval of the Court Executive Officer or his/her designee, employees may be reimbursed for the cost of books, tuition, and eligible travel expenses at the state allowable rates for pre-approved classes and courses that would enhance their job skills or qualifications for promotion or transfer up to a maximum of five hundred dollars (\$500) per employee per fiscal year. Employees must provide verification of successful completion of the class, and receipts for reimbursable expenses.



## **ARTICLE VIII. CLOSING PROVISIONS**

### **A. FULL UNDERSTANDING, MODIFICATION & WAIVER**

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this MOU. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this MOU. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and, if required, approved and implemented by the Superior Court of California and the ASSOCIATION. The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

### **B. PEACEFUL PERFORMANCE CLAUSE**

The parties to this MOU recognize and acknowledge that the services performed by the COURT employees covered by this MOU are essential to the public health, safety and general welfare of the residents of the County of Lake. ASSOCIATION agrees that under no circumstances will the ASSOCIATION recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the COURT, nor curtail any work or restrict any production, or interfere with any operation of the COURT. In the event of any such work stoppage by any member of the bargaining unit, the COURT shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage during the term of this MOU, whether by the ASSOCIATION, or by any member of the bargaining unit, the ASSOCIATION by its officers, shall immediately declare in writing and publicize that such work stoppage is unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the COURT. If in the event of any work stoppage, the ASSOCIATION promptly and in good faith performs the obligations of this paragraph, and providing the ASSOCIATION has not otherwise authorized, permitted or encouraged such work stoppage, the ASSOCIATION shall not be liable for any damages caused by the violation of this provision. However, the COURT shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the COURT shall also have the right to seek full legal redress, including damages, as against any such employee.

**C. SAVINGS PROVISION**

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

**D. IMPLEMENTATION**

This MOU shall be of no force or effect until ratified and approved by formal action of the COURT and the membership of ASSOCIATION.

**E. TERM**

This MOU represents the entire agreement between the COURT and ASSOCIATION on subjects contained herein and shall become of full force and effect, unless otherwise noted, upon ratification by both parties and shall continue in full force and effect until midnight September 30, 2020; and shall continue from month to month thereafter until superseded by other agreement; or until the COURT, after compliance with the provisions of Government Code Sections 71630 et seq. relating to meeting and conferring, takes action which supersedes the provisions hereof. The ASSOCIATION is required to notify the COURT, in writing, at least 120 days before the end of the term of the agreement if it wishes to propose changes to any provision of this MOU.


**F. OUTSTANDING ISSUES**

Before January 1, 2018, the parties will meet to resolve the issue of Employee Conflicts, Alternative Work Schedule, and vacation scheduling procedures.

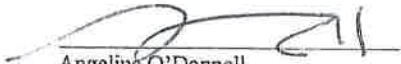
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by affixing their signatures below.

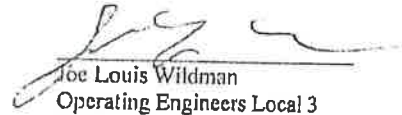
**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LAKE**


**LAKE COUNTY EMPLOYEES ASSOCIATION**  
Affiliated with Operating Engineers Public Employees Council


  
\_\_\_\_\_  
Andrew S. Blum  
Presiding Judge

  
\_\_\_\_\_  
Krista D. LeVier  
Court Executive Officer

  
\_\_\_\_\_  
Angeline O'Donnell  
Chief Labor Negotiator  
Judicial Council of California

  
\_\_\_\_\_  
Joe Louis Wildman  
Operating Engineers Local 3  
Business Representative

  
\_\_\_\_\_  
LCEA President

  
\_\_\_\_\_  
Employee Representative

  
\_\_\_\_\_  
Employee Representative

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**Superior Court of California, County of Lake  
ATTACHMENT A**

**Classification and Compensation for Bargaining Unit**

**2% Increase**

*Effective the first full pay period after October 1, 2018*

Model Class	Position	Step 1	Step 2	Step 3	Step 4	Step 5
203a	Court Clerk I	13.9347	14.6314	15.3630	16.1312	16.9377
		2,415.3510	2,536.1186	2,662.9245	2,796.0707	2,935.8742
		28,984.2019	30,433.4120	31,955.0826	33,552.8367	35,230.4786
203a	Court Clerk II	15.3630	16.1312	16.9377	17.7846	18.6738
		2,662.9307	2,796.0772	2,935.8811	3,082.6752	3,236.8089
		31,955.1731	33,552.9318	35,230.5783	36,992.1073	38,841.7126
203a	Court Clerk III	16.9376	17.7845	18.6737	19.6074	20.5878
		2,935.8637	3,082.6568	3,236.7897	3,398.6292	3,568.5606
		35,230.3679	36,991.8863	38,841.4806	40,783.5547	42,822.7324
201b	Senior Court Clerk	23.1062	24.2615	25.4745	26.7483	28.0857
		4,005.0664	4,205.3197	4,415.5857	4,636.3650	4,868.1833
		48,060.7972	50,463.8370	52,987.0289	55,636.3803	58,418.1993
205a	Court Reporter I	26.4962	27.8210	29.2121	30.6727	32.2063
		4,592.6890	4,822.3235	5,063.4397	5,316.6116	5,582.4422
		55,112.2677	57,867.8811	60,761.2751	63,799.3389	66,989.3058
205a	Court Reporter II	29.2122	30.6728	32.2064	33.8168	35.5076
		5,063.4391	5,316.6111	5,582.4416	5,861.5637	6,154.6419
		60,761.2691	63,799.3326	66,989.2992	70,338.7642	73,855.7024
205a	Court Reporter III	32.2064	33.8167	35.5076	37.2829	39.1471
		5,582.4410	5,861.5631	6,154.6412	6,462.3733	6,785.4920
		66,989.2925	70,338.7572	73,855.6950	77,548.4798	81,425.9038
5003a	SH/FLF Legal Assistant	12.7845	13.4237	14.0949	14.7996	15.5396
		2,215.5522	2,326.3298	2,442.6463	2,564.7786	2,693.0175
		26,586.6264	27,915.9577	29,311.7556	30,777.3434	32,316.2106

**Superior Court of California, County of Lake  
ATTACHMENT B**

Classification and Compensation for Bargaining Unit

*2% Increase*

*Effective the first full pay period after July 1, 2019*

Model Class	Position	Step 1	Step 2	Step 3	Step 4	Step 5
203a	Court Clerk I	14.2134	14.9241	15.6703	16.4538	17.2765
		2,463.6580	2,586.8409	2,716.1830	2,851.9921	2,994.5917
		29,563.8859	31,042.0802	32,594.1842	34,223.8935	35,935.0881
203a	Court Clerk II	15.6703	16.4538	17.2765	18.1403	19.0473
		2,716.1893	2,851.9988	2,994.5987	3,144.3287	3,301.5451
		32,594.2766	34,223.9904	35,935.1899	37,731.9494	39,618.5469
203a	Court Clerk III	17.2764	18.1402	19.0472	19.9995	20.9995
		2,994.5810	3,144.3100	3,301.5255	3,466.6018	3,639.9319
		35,934.9753	37,731.7240	39,618.3102	41,599.2257	43,679.1870
201b	Senior Court Clerk	23.5683	24.7467	25.9841	27.2833	28.6474
		4,085.1677	4,289.4261	4,503.8974	4,729.0923	4,965.5469
		49,022.0131	51,473.1138	54,046.7695	56,749.1080	59,586.5634
205a	Court Reporter I	27.0261	28.3774	29.7963	31.2861	32.8504
		4,684.5428	4,918.7699	5,164.7084	5,422.9438	5,694.0910
		56,214.5131	59,025.2387	61,976.5006	65,075.3257	68,329.0920
205a	Court Reporter II	29.7964	31.2863	32.8506	34.4931	36.2178
		5,164.7079	5,422.9433	5,694.0904	5,978.7950	6,277.7347
		61,976.4945	65,075.3192	68,329.0852	71,745.5394	75,332.8164
205a	Court Reporter III	32.8505	34.4931	36.2177	38.0286	39.9300
		5,694.0898	5,978.7943	6,277.7340	6,591.6207	6,921.2018
		68,329.0784	71,745.5323	75,332.8089	79,099.4493	83,054.4218
5003a	SH/FLF Legal Assistant	13.0402	13.6922	14.3768	15.0956	15.8504
		2,259.8632	2,372.8564	2,491.4992	2,616.0742	2,746.8779
		27,118.3589	28,474.2769	29,897.9907	31,392.8903	32,962.5348

**Superior Court of California, County of Lake  
ATTACHMENT C**

**Classification and Compensation for Bargaining Unit**

*2% Increase*

*Effective the first full pay period after July 1, 2020*

Model Class	Position	Step 1	Step 2	Step 3	Step 4	Step 5
203a	Court Clerk I	14.4977	15.2226	15.9837	16.7829	17.6220
		2,512.9312	2,638.5777	2,770.5066	2,909.0319	3,054.4835
		30,155.1636	31,662.9218	33,246.0679	34,908.3713	36,653.7898
203a	Court Clerk II	15.9837	16.7829	17.6220	18.5031	19.4283
		2,770.5131	2,909.0387	3,054.4907	3,207.2152	3,367.5760
		33,246.1621	34,908.4702	36,653.8938	38,486.5884	40,410.9179
203a	Court Clerk III	17.6219	18.5030	19.4282	20.3996	21.4196
		3,054.4726	3,207.1963	3,367.5561	3,535.9339	3,712.7306
		36,653.6748	38,486.3585	40,410.6765	42,431.2103	44,552.7708
201b	Senior Court Clerk	24.0397	25.2416	26.5037	27.8289	29.2204
		4,166.8711	4,375.2146	4,593.9753	4,823.6741	5,064.8578
		50,002.4534	52,502.5760	55,127.7048	57,884.0901	60,778.2946
205a	Court Reporter I	27.5666	28.9450	30.3922	31.9118	33.5074
		4,778.2337	5,017.1453	5,268.0026	5,531.4027	5,807.9729
		57,338.8034	60,205.7435	63,216.0307	66,376.8322	69,695.6739
205a	Court Reporter II	30.3923	31.9119	33.5075	35.1829	36.9421
		5,268.0021	5,531.4022	5,807.9723	6,098.3709	6,403.2894
		63,216.0244	66,376.8256	69,695.6669	73,180.4502	76,839.4727
205a	Court Reporter III	33.5075	35.1829	36.9420	38.7891	40.7286
		5,807.9716	6,098.3702	6,403.2887	6,723.4531	7,059.6258
		69,695.6600	73,180.4430	76,839.4651	80,681.4384	84,715.5103
003a	SH/FLF Legal Assistant	13.3010	13.9661	14.6644	15.3976	16.1675
		2,305.0605	2,420.3135	2,541.3292	2,668.3956	2,801.8154
		27,660.7261	29,043.7624	30,495.9505	32,020.7480	33,621.7854