



SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN

EMPLOYMENT PLAN
FOR EXECUTIVE, SENIOR MANAGEMENT AND
CONFIDENTIAL EMPLOYEES

OCTOBER 1, 2024-SEPTEMBER 30, 2026

TABLE OF CONTENTS

APPLICABILITY:	4
SECTION 1 - COURT POLICY:	4
SECTION 2 - INSURANCE	6
SECTION 3 - LEAVES FROM EMPLOYMENT	9
SECTION 4 - COMPENSATION	21
SECTION 5 - DAYS AND HOURS OF WORK - OVERTIME	24
SECTION 6 - SALARY ADMINISTRATION	29
SECTION 7 - PART-TIME EMPLOYMENT	31
SECTION 8 - RETIREMENT	312
SECTION 9 - TRAINING AND EDUCATION	34
SECTION 10 - WORKERS' COMPENSATION AND EMPLOYEE SAFETY	34
SECTION 11 - EVALUATIONS AND PERSONNEL FILES	36
SECTION 12 - EMPLOYEE LIABILITY	37
SECTION 13 - EMPLOYEE PROPERTY AND EQUIPMENT	37
SECTION 14- LAYOFFS	38
SECTION 15 - SUBSTANCE ABUSE REFERRALS	38

SECTION 16 - GRIEVANCE PROCEDURE38

SECTION 17 - DISCIPLINARY ACTIONS39

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN JOAQUIN
EMPLOYMENT PLAN
FOR EXECUTIVE, SENIOR MANAGEMENT AND CONFIDENTIAL
EMPLOYEES**

APPLICABILITY:

This Employment Plan, (Plan) hereinafter referred to as the “Plan” covers the employment conditions of employees in the positions that have been designated as “Executive, Senior Management and Confidential” by the Court Executive Officer of the Superior Court of California, County of San Joaquin pursuant to Government Code section 71623 and 71673, and shall be in effect through September 30, 2026. It does not apply to the Court Executive Officer, an elected or appointed Judge; Pro Tem Appointee; or to a Commissioner or Referee appointed by the Presiding Judge or (Executive Bench).

SECTION 1 - COURT POLICY:

On all matters within the Court’s authority to determine, relating to employment conditions and employer-employee relations, including, but not limited to salaries/wages, hours, and terms and other conditions of employment for the unrepresented employees covered by this Plan, the Court policy is to follow the same written practices and procedures which the Court follows for represented employees (exclusive of any Court obligation to meet and consult/confer as with the representative of represented employees), unless;

- A different provision is specifically set forth in this Plan for employees covered by this Plan;
- A different provision is specifically set forth in any written employee relations document for represented employees;
- The CEO exercises their discretionary authority to not follow the practices and procedures; or
- The Presiding Judge exercises their discretionary authority to amend this Plan.

1. **Recruitment Incentives**

Upon the request of the Court Executive Officer and with the approval of the Presiding Judge or their designee, the following recruitment incentives may be provided.

- a. **Reimbursement of moving expenses:** Actual documented cost of moving to a maximum of \$2,000. Costs may include moving expenses, interim housing, and travel expenses related to the move for the candidate and their family. Any approved reimbursement shall be made contingent upon employment, in two incremental payments: the first payment after six (6) months of service, the second after twelve (12) months of service.
- b. **Vacation Accrual Rate:** The Superior Court vacation accrual rate consistent with the

candidate's total years of public service.

- c. Sick Leave: If the candidate is leaving other employment to accept the Superior Court position, credit of the candidate's actual unreimbursable sick leave hours from the candidate's last agency will be a maximum of 160 hours. Such hours shall be subject to Superior Court's minimum sick leave cash out provisions.

2. Discrimination in Employment Prohibited

No employee, or applicant for employment, shall be discriminated against in any aspect of employment because of race, color, religious creed, political affiliation or belief, sex (including pregnancy, childbirth, breastfeeding, or other related medical condition), gender, gender identity, gender expression, sexual orientation, physical or mental disability or medical condition, age, genetic information, family care status, military and veteran status, ancestry, marital status, national origin, or any other basis prohibited by state or federal law, including those listed in Government Code section 12940(a).

Regardless, if an employee believes that discrimination, harassment, retaliation, or inappropriate workplace conduct based on a protected classification is occurring, the employee should promptly report the concern to any of the following, either orally or in writing:

- The employee's supervisor, manager, or director;
- Another supervisor, manager, or director;
- The Court Executive Officer or other member of the court's executive staff;
- Human Resources; or
- The Presiding Judge.

The Court Executive Officer or designee shall act as investigator, and the complaint shall be processed in accordance with the Court's Prohibition Against Discrimination, Harassment, Retaliation, and Inappropriate Workplace Conduct Policy.

The Court shall comply with the provisions of the Americans with Disabilities Act (ADA). Individuals requesting reasonable accommodation under the ADA shall make a request in writing to their supervisor or manager. The request shall identify the requested accommodation. The manager or supervisor shall meet with the employee to provide any documentation or verification in compliance with the ADA. The employee may request that any such documentation which discloses employee medical information be provided to the Court Executive Officer or designee. The manager or supervisor shall respond to the written request in writing within ten (10) days of receipt of supplemental materials. The Court Executive Officer or designee shall be consulted if any dispute arises in regard to an ADA accommodation.

SECTION 2 - INSURANCE

2.1 Health Insurance

Health insurance benefits shall be provided to eligible Court employees. Open enrollment for health benefit plans shall be in the month of May, and shall be effective July 1.

The Court will comply with the Affordable Care Act (ACA).

2.2 Cafeteria Plan Benefits

Regular employees hired into an Executive, Senior Management or Confidential classification before September 1, 2016, may elect to purchase health, dental, vision and life insurance coverage in accordance with this Employment Plan for the employee, and where applicable, their dependents from a cafeteria plan account established for each regular employee. For the purposes of this Employment Plan, a "regular employee" is any employee occupying an allocated position, which is filled through the recruitment, selection, and promotion policy.

2.2.1 Amount of Plan

The Court's bi-weekly cafeteria plan contribution shall be capped at \$894.81. To the extent a regular employee does not fully utilize the Court's contribution, the employee may opt to place such excess in the employee's deferred compensation account (subject to legal maximums) or the employee may receive the unused portion of the contribution as taxable income on a biweekly basis. Employees hired into an Executive, Senior Management or Confidential classification on or after January 1, 2013, who opt to place the unused portion of the cafeteria contribution in their deferred compensation account, or receive the amount in cash, shall be capped at \$500 per month. Employees who are hired or promoted into an Executive, Senior Management or Confidential classification on or after September 1, 2016, shall not receive the Cafeteria Plan Benefit and are eligible to participate in Court sponsored plans like all other regular employees. Employees covered by this Employment Plan retain eligibility for the full amount of the above benefits during any pay period in which they use one (1) hour of paid time.

2.3 Effective Date of Coverage

The effective date of coverage for new employee members in the health, dental, and vision insurance plans provided employees shall be the first day of the first biweekly pay period following the date of appointment to employment as either a regular employee, or as a contract, or part-time employee, who, by such contract or part-time provisions, is eligible for the stated insurance coverage.

2.4 Health Insurance Options

The Court shall provide an option for health insurance coverage for eligible employees and dependents in one (1) of two (2) plans. All health and health-related plan or benefit years shall coincide with the fiscal year.

2.5 Health Insurance Premiums

For employees hired into an Executive, Senior Management or Confidential classification on or after September 1, 2016, the Court will pay 100% of the employee-only premium for employees. For employees electing dependent coverage, the Court shall contribute 80% of the premium and the employees shall pay 20% of the premium.

2.6 Coverage for Qualified Beneficiaries

Consistent with the Federal Consolidated Omnibus Budget Reconciliation Action of 1986, any Court employee who is covered by Court offered health insurance and who dies while employed, whether in paid or unpaid status, their surviving dependents shall be allowed to retain their dependents' coverage, provided that the dependents pay their applicable premiums at least one (1) month prior to the premium due date.

2.7 Dental Insurance

The Court shall provide access for eligible employees and dependents in two (2) dental plans. The Court shall pay the employee-only premium and any increases thereof for the term of this Plan. Dependent dental coverage on either plan is available at the employee's expense.

Orthodontia coverage will be available through at least one (1) of the dental plans provided. See plan details/summary of eligibility, plan maximums and any limitations of this benefit.

The maximum annual Delta Dental benefit per person shall be \$3,000.

2.8 Vision Insurance

The Court shall provide vision insurance coverage for eligible employees under the Vision Service Plan for the term of this Plan. The Court shall pay the employee-only premium and any increases thereof for the term of this Plan. Dependent vision coverage, at the employees' expense, is available to regular employees.

2.9 Life Insurance

A. Life Insurance Coverage

The Court shall provide each eligible regular full-time employee who has at least one (1) year of continuous service and who has successfully completed the twelve (12) month initial probationary period with the court, a court-paid term life insurance plan in the amount of \$85,000 while actively employed by the court (subject to age reduction at age 70 to a 50% benefit). This policy shall include a double indemnity accidental death and dismemberment provision (subject to the same age reduction at age 70).

If an employee separates from employment with a service or disability retirement, the court

shall provide a court paid term life insurance benefit of a maximum of \$50,000 (that does not include double indemnity accidental death and dismemberment) and shall terminate at the end of sixty (60) months after separation.

B. Additional Life Insurance

Employees within this Plan shall have the option to purchase additional term life insurance for self, spouse/registered domestic partner, and/or dependent child(ren), subject to the terms and conditions of the insurance carrier selected by the Court. Premiums will be deducted biweekly on a post-tax basis and is paid entirely by the employee. Please refer to the carrier's plan summary for details and limitations of this employee-paid insurance plan. Please contact the Court's Human Resources Department for carrier contact information.

2.11 State Disability Insurance

Employees within this Plan shall purchase at the employee's expense State Disability Insurance. State Disability Insurance provides weekly benefits in the event an employee is unable to work due to an illness or injury which is not job-related. Employees receiving benefits from State Disability Insurance and supplementing those benefits with accrued leave time to receive a full paycheck, shall receive the Court's contribution, to their health, dental, vision, life insurance and retirement, if applicable.

2.12 Flexible Benefits

Employees within this Plan shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code and applicable IRC sections and regulations) which permits the payment of non-reimbursed health, dental, life and other forms of insurance premiums as well as eligible dependent care costs with pre-tax dollars.

As of June 28, 1992, this flexible benefit program shall be expanded to include other non-reimbursed expenses permitted by the Internal Revenue Code and its related regulations. Any Internal Revenue Code amendments which affect these deductible medical expenses and/or Court liability will void that portion of the flexible benefit program.

2.13 Continuation of Insurance Benefits While on Leave of Absence

When an employee is on an authorized leave of absence without pay, the employee shall be allowed at the employee's own expense to remain under the health, dental, vision, and life insurance coverage for up to twenty-six (26) biweekly pay periods provided that such employee shall pay the applicable premiums at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Court.

Regular employees and eligible part-time employees on payroll for less than forty-one (41) hours in any given pay period will be responsible for paying the premiums necessary to continue their health, dental, vision and life insurance coverage. The premium deduction, unless otherwise stopped, will be withheld from the employee's remaining paycheck.

SECTION 3 - LEAVES FROM EMPLOYMENT

3.1. Vacation

Except as specified below, regular employees within this Plan shall accrue and accumulate vacation according to the following schedule:

(a) Hours on payroll equal to # of full continuous biweekly payroll periods	(b) Hourly accrual rate	(c) Maximum biweekly accrual hours	(d) Approx. hours annually	(e) Maximum accumulate hours
less than 78	.0385	3.080	80	160
78, but less than 260	.0577	4.616	120	240
260, but less than 520	.0770	6.160	160	320
520, but less than 650	.0885	7.080	184	368
650 or more	.0961	7.692	200	384

Whenever an employee's accumulation of vacation reaches its maximum as provided above, any further vacation accrual shall be credited to such employee's sick leave accumulation until such time as the employee's vacation accumulation falls below the maximum allowed.

Leave without pay or disciplinary suspension shall delay the advancement to the next higher accrual rate until the employee has been on payroll the number of pay periods specified above.

Employees may request vacation regardless of their accrued vacation balance; however, employees must have enough accrued vacation at the start of vacation. Previously approved vacation may be denied if the employee does not have sufficient accruals at the start of vacation.

Each manager shall make every possible effort to respond to the employee's request for vacation time within two (2) calendar weeks of the employee's request.

Each manager shall make every possible effort to ensure that vacation time off requested by an employee is utilized at times which are mutually agreeable to the employee and the department; however, the manager has final authority to grant or deny such request.

A. Vacation Cash Out Option

Confidential and Senior Management employees may voluntarily cash out up to sixty-four (64) hours, and Executive employees may voluntarily cash out up to eighty (80) hours of accrued vacation leave once per calendar year, so long as the employee has a remaining balance of eighty (80) hours of accrued compensatory leave (includes vacation, holiday float, and compensatory time) after the cash out.

In order to cash out the accrued vacation leave hours, all of the following conditions will apply:

1. Adequate funding must be available;
2. The employee must have a remaining balance of at least eighty (80) hours of accrued compensatory leave (includes vacation, holiday float, and compensatory time) after the cash out;
3. Applications are available on-line, and must be submitted with sufficient advance notice to Human Resources to review and confirm eligibility;
4. The request must be approved by the CEO; and
5. Vacation hours paid to the employee will be paid at the employee's base, biweekly salary at the time of cash-out, not including any differentials and supplementals.

3.2. Vacation Time for Illness

An employee may choose to use accrued vacation or compensatory time, if any, if the employee is absent beyond the limits of accumulated sick leave for reasons of illness, injury or quarantine, or death in the immediate family as described in Section 3.3 B.

3.3 Sick Leave

A. Sick Leave Accrual

The granting of sick leave with pay is a privilege and not a right. Regular employees shall accrue .0462 hours of sick leave for each straight-time hour on payroll not to exceed eighty (80) straight-time hours per pay period (annual accrual rate, approximately 96 hours).

B. Sick Leave Usage

Subject to the conditions specified in this Plan, sick leave may be authorized for any of the following reasons:

1. Illness, injury or quarantine of the employee;

2. Medical, dental or optical care of the employee;
3. Illness, injury or quarantine of a member of the employee's immediate family which requires the employee to tend, care for, or otherwise provide for the care of such person, up to a maximum of eighty (80) hours in a fiscal year.

For the purpose of this Section, "immediate family" means the spouse or registered domestic partner, child, stepchild, parent, stepparent sibling, grandparent, grandchild, or designated person of the employee; or the child, stepchild, parent, stepparent, sibling, grandparent or grandchild of the employee's spouse or registered domestic partner.

4. Illness, injury or quarantine during an authorized vacation or on a floating holiday as evidenced by satisfactory proof attesting to the nature and length of disability. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted.
5. An amount sufficient which, when added to an employee's disability indemnity under Workers' Compensation, will result in a payment to the employee not more than the employee's regular salary.
6. An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance, (if applicable) will result in a payment to the employee not more than the employee's regular salary.
7. Employees who have sick leave accruals can use up to forty (40) hours of such sick leave time to care for a new or adopted child.

C. Sick Leave Exclusion

No employee shall be entitled to sick leave because of any of the following:

1. Disability arising from any illness or injury purposely self-inflicted or caused by the employee's misconduct;
2. Illness, injury quarantine or disability while on leave without pay;
3. An employee who is scheduled to work on a regular holiday who is absent on that holiday due to illness, injury, or quarantine shall not be permitted to use sick leave but shall be deemed to have used the regular holiday.

D. Sick Leave Verification

Employees absent from work because of illness, injury, or quarantine, or for non-emergency medical, dental or optical care may be required to furnish the appointing authority or designee

with satisfactory proof as may be required by the appointing authority or designee that such absence was the cause. The requirement, need and form for such verification shall be made known to the employee in advance of any absence, but no later than the time the employee calls in sick, provided that the employee has complied with departmental call-in procedures. A manager shall not require "after the fact" verification.

The requirement and the need for medical verification shall be confirmed to the employee in writing within two (2) weeks after the employee's return, explaining the justification for the request.

E. Restrictive Sick Leave

Sick time used for situations covered under state and federal leave laws (i.e., FMLA/CFRA) cannot be used to determine if an employee has abused sick leave.

Employees placed on "restricted sick leave" may be required to provide the appointing authority or designee with satisfactory proof for each individual absence during the period that the employee is on "restricted sick leave".

Employees placed on such leave shall have the restriction reviewed after ninety (90) days by the appointing authority or designee. If the employee has shown significant improvement, the employee shall be removed from "restricted sick leave" status.

The Court shall not place an employee on "restricted sick leave" without first meeting with that employee to explain the concerns and expectations regarding attendance and leave issues.

F. Sick Leave Abuse

Upon information and after investigation and the determination of the Court Executive Officer (CEO) that an employee has abused the privilege of sick leave benefits, the CEO may suspend the employee's privilege of sick leave accrual and/or usage with pay for such period as the CEO determines necessary to deter the employee from again abusing the privilege.

G. Sick Leave Cash Conversion

Upon separation from employment and concurrent assumption of a retiree status in the San Joaquin County Employees Retirement Association each employee on payroll prior to January 28, 1992 shall convert up to fifteen (15%) of accumulated sick leave to cash at the employee's hourly rate at separation if the employee has more than one hundred and sixty (160) hours of sick leave accumulated as of the date of separation and provided that such conversion shall not be in an amount so as to reduce the accumulation below one hundred and sixty (160) hours. Employees within this Plan shall choose to use their remaining sick leave balance to implement Section 8.5 of this Plan provided that the employee has more than one hundred sixty (160) hours of sick leave accumulated as of the date of separation.

Any amount received from conversion of sick leave under this Section shall not be considered compensation for purposes of contributions to, or benefits from, the San Joaquin County Employees Retirement Association.

Any employee hired on or after January 28, 1992 is not eligible for the cash conversion.

H. Sick Leave Incentive Program

In an effort to reduce the level of sick leave usage, the Court agrees to the following sick leave incentive plan.

1. Conditions of Participation: An employee must be on payroll with the Court during the entire calendar year to be eligible for incentive rewards.
2. Qualification and Rewards: Eight (8) hours of administrative leave will be granted to an employee who, at the end of each calendar year, has a sick leave balance which equals at least one half of the cumulative amount that the employee was eligible to accrue based on years of service or the employee used no more than twenty-four (24) hours of sick leave during that calendar year.
3. Definitions: Administrative Leave - For the purposes of this program administrative leave will be granted at the beginning of the calendar year which follows the year in which it was earned. Furthermore, this leave will have no cash conversion value and can only be taken during the year in which it was granted. Should the leave not be used during that calendar year, it will be lost. Scheduling of this time off shall be consistent with the procedures for scheduling compensatory or vacation time. In all instances, it shall require mutual agreement of the employee and the manager or designee.

3.4. Holidays

A. Regular Holidays

Judicial Branch holidays are established by Government Code section 6700 and Code of Civil Procedure section 135, as amended. The following are Judicial Branch holidays for regular employees and part-time employees; however, these are subject to change as laws are amended:

1. January 1 - New Year's Day.
2. The third Monday in January - Martin Luther King, Jr.'s Birthday.
3. February 12 – Lincoln's Birthday.
4. The third Monday in February - Washington's Birthday.

5. March 31 – Farmworkers Day.
6. The last Monday in May - Memorial Day.
7. June 19 – Juneteenth.
8. July 4 - Independence Day.
9. The first Monday in September - Labor Day.
10. The fourth Friday in September – Native American Day.
11. November 11 - Veteran's Day.
12. Any November day designated as Thanksgiving Day.
13. The Friday following the day designated as Thanksgiving Day.
14. December 25 - Christmas Day.

B. Regular Holiday - Weekend Observance

The Court shall comply with the Judicial Council guidelines and the Rule of Court regarding weekend holiday observances. When a regular holiday falls on a Saturday, the Court shall observe the holiday on the preceding Friday. When a regular holiday falls on a Sunday, the Court shall observe the holiday on the following Monday.

C. Regular Holiday Compensation - Regular Employees

Any regular employee whose regularly scheduled day off falls on a regular holiday shall be entitled to accrue eight (8) hours of regular holiday time. The appointing officer or designee has the discretion to approve an employee's request to be paid cash for eight (8) hours at straight time in lieu of accrual, provided that if the employee's regular holiday accrual is at the 60-hour limit, the employee shall be paid in cash, or at the department's option, the employee shall be allowed to roll the time into another leave balance of the employee's choice.

In addition to regular salary, any regular employee who is required to work on a regular holiday shall have the option of being compensated for the hours worked on such holiday by: (1) cash payment at the rate of one and one-half (1-1/2) times such employee's hourly base salary, or (2) the accumulation of regular holiday time at the rate of one and one-half (1-1/2) hours for each hour worked.

D. Holiday Pay-Part-Time Employees

Eligible part-time employees with 1,300 hours of service in the prior calendar year and 2,080 hours of unbroken service (not taken off payroll) who are scheduled to work and work on a regular

holiday will receive holiday premium pay.

E. Floating Holidays

All regular employees shall receive three (3) paid floating holidays annually the first full pay period on or after January 1st. All part-time employees who are eligible for benefits (as defined in Section 7) shall receive paid floating holidays annually the first full pay period on or after January 1st on a prorated basis. Any regular or part-time employee commencing employment after January 1st of a given year shall be awarded floating holidays proportionate to the percentage of the year they are employed. Floating holidays shall be taken on days mutually agreed upon by the employee and their manager. Employees may accumulate up to forty-eight (48) hours of floating holiday time to be used at a deferred date.

3.5. Bereavement Leave

Regular employees who suffer a death in their "immediate or extended family" may be allowed to be absent with pay for three (3) scheduled Court work days for each family member who dies. Two (2) extra days of bereavement leave shall be granted when an employee suffers a death of an immediate or extended family member that requires the employee to travel over five-hundred (500) miles one-way from their home.

If requested by the Court, the employee will provide substantiation of the death and travel to support the request. Verification required by the employer shall be provided within two (2) weeks of the requested leave or as soon as practicable.

Employees must take this leave within three (3) months of the death, and the leave does not need to be used consecutively, and will be paid only for days and hours they were scheduled to work. "Immediate family" includes the spouse or registered domestic partner, child, parent, sibling, grandparent, great-grandparent, grandchild or great-grandchild of the employee; or child, parent, sibling, grandparent, great-grandparent, grandchild or great-grandchild of the employee's spouse or registered domestic partner. "Extended family" includes parent's spouse, grandparent's spouse, grandchild's spouse, as well as aunt/uncle (siblings of your parents or your spouse's parents), niece/nephew (children of your siblings or spouse's siblings). Foster, step, and adopted relationships are included in appropriate generic titles.

Employees may also invoke this leave provision upon the death of a household member, who is neither an immediate or extended family member, but has resided with the employee for at least six (6) calendar months prior to the request for bereavement leave.

In addition, employees may use an additional two (2) days of accrued leave for the death of the employee's spouse, parent, child, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Such additional leave shall be used within three (3) months of the death, and does not need to be used consecutively.

3.6 Military Leave

The Court will comply with all applicable state and federal laws regarding military leave and employer support of military families.

3.7 Leave of Absence Without Pay

In accordance with the Personnel Rules, leaves of absence may be granted to regular employees for any of the following reasons:

- 1) Medical illness or disability not covered by accrued leave.
- 2) Maternity/Pregnancy.
- 3) Personal reasons.
- 4) Education or training.

3.8. Medical Leave Without Pay

Medical leave without pay may be granted to probationary or permanent employees by the manager. Requests must be submitted to the manager with a statement from a California licensed physician stating the estimated duration of the disability. A medical leave may be granted for a maximum of one (1) year (extensions may be possible, usually pending disability retirement). A leave of over thirty (30) days must be approved by the Court Executive Officer. All records of employees' medical issues shall be turned into Human Resources and not shared, except as legally required.

3.9 Pregnancy Disability Leave

Pregnancy disability leave without pay shall be granted to temporary, contract, and regular employees in accordance with state and federal laws. Leave for medical reasons shall be granted with a physician's statement submitted to the manager, and employees may use sick leave or other accrued leave in accordance with Section 3 of this Plan. All records of employees' medical issues shall be turned in to Human Resources and not shared except as legally required.

Current law provides up to four (4) months of leave for pregnancy disability. Employees may also be eligible for an additional twelve (12) weeks of leave under CFRA Section 3.13 of this Plan. The Court will comply with any state or federal law and reserves any rights of restrictions.

3.10 Educational Leave

Educational leave without pay may be granted to permanent employees by the department if the leave furthers the department's goals and the employee's last performance evaluation was satisfactory. Initially, leave of up to one (1) year may be granted and may be extended up to an additional year.

3.11 Personal Leave of Absence

A personal leave of absence may be granted to an employee with permanent status for reasons acceptable to the manager. Leave may initially be granted for up to one (1) year and may be extended up to an additional year.

Leave of Absence Request forms are available online and in the Human Resources Department. Requests for leaves of absence shall be submitted sufficiently in advance of the proposed effective date to permit the manager or designee, and the Court Executive Officer to take action prior to that date.

3.12 Effect of Unpaid Leave of Absence on Other Leaves

No employee who has been granted a leave of absence without pay shall accrue any vacation, sick leave or holiday during the time of such leave nor shall such time count toward gaining permanent status.

3.13 Family Leave

A. State Family Leave

In accordance with state law, any employee with one (1) or more years of service with the Court and a minimum of 1,250 hours on payroll in the twelve (12) months prior to the start date of the leave, may take a family care leave of up to twelve (12) weeks in a twelve (12) month period. An employee who takes such family care leave shall be returned to employment in the same or comparable position upon return from said leave.

Family care leave may be utilized in conjunction with the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, for the serious medical condition or illness of the employee, or to allow the employee to care for a parent, spouse, child, registered domestic partner, grandparent, grandchild, sibling, or designated person who has a serious health condition.

For the purposes of this section, the terms "employment in the same or a comparable position", "child", "parent", and "serious health condition" are as defined in Section 12945.2 of the Government Code.

For the purpose of this section, the term "designated person" is defined as anyone related by blood or whose association with the employee is equivalent of a family relationship. An employee may identify the "designated person" at the time they request leave, and may use only one designated person per 12-month period for family care and medical leave.

The reasonable advanced notice, scheduling and certification requirements of 12945.2 (g), (h), and (i) shall also apply.

An employee who takes family care leave shall be required to use accrued vacation, compensatory time, floating holiday and regular holiday time during such leave. In accordance with

Court regulations governing the use of sick leave, the employee may also use accrued sick leave time. An employee on State Disability Insurance shall not be required to use more leave than is necessary, in conjunction with SDI, to receive a full paycheck.

An employee who takes family care leave in an unpaid status shall be eligible for fringe benefits on the same terms as an employee on any other unpaid leave of absence.

This section applies only to leaves of absence that are greater than forty (40) hours, except if under a modified work schedule.

B. Family Medical Leave Act (FMLA)

The Court will comply with the Family Medical Leave Act, maintaining all rights and restrictions listed in 3.13 which are permitted by the Family Medical Leave Act.

This section applies only to leaves of absence that are greater than forty (40) hours, except if under a modified work schedule.

C. School Activities

The Court shall comply with any federal or state law requiring an employer to grant time off to participate in a child's school activities. Current state law provides that parents may take up to forty (40) hours per year, but not more than eight (8) hours per month, to participate in their children's school activities. Employees working a shift greater than eight (8) hours per day may take one full shift per month, subject to the forty (40) hour maximum. An employee may take unpaid leave or may use accrued vacation, compensatory, floating holiday or regular holiday time.

3.14 Reproductive Loss Leave

Purpose of Leave: Employees are entitled to take time off after either a "reproductive loss event" or after another kind of leave for the same "reproductive loss event." A "reproductive loss event" includes miscarriage, unsuccessful assisted reproduction, failed adoption, failed surrogacy, and stillbirth. This is a new leave entitlement under the Fair Employment and Housing Act.

Eligibility: Employees are eligible to take this leave on the 30th day of employment. In the event of a failed adoption or failed surrogacy, leave is available to a person who would have been a parent had the event been successful. For miscarriages, stillbirths, and unsuccessful assisted reproduction, leave is available to the person who experiences the loss and their spouse or domestic partner, or by another individual if that individual would have been a parent as a result of the pregnancy.

Amount of Leave (Unpaid): Qualified employees are entitled to take five (5) days of unpaid leave per reproductive loss event. Employees may use available leave balances, such as paid sick leave, when taking reproductive loss leave. Leave is capped at twenty (20) days per twelve-month period if an employee has more than one loss event.

Timing of Leave: Employees are entitled to take this leave within three (3) months after a reproductive loss event. This leave does not have to be taken consecutively or all at once. If prior to or immediately following a reproductive loss event, an employee is on or chooses to go on California Pregnancy Disability Leave (PDL), California Family Rights Act (CFRA) leave, or any other leave under state or federal law, the reproductive loss leave must be taken within three (3) months of the end date of such other leave. The reproductive loss leave is a separate leave entitlement and does not count against an employee's entitlement to PDL, CFRA, or other leave under state or federal law.

Documentation: The employee is not required to provide documentation in order to use this leave.

3.15 Catastrophic Leave Program

A. Conditions of Participation

Applications for receipt of catastrophic leave donations can be obtained in the Human Resources Department.

1. A Court employee becomes eligible to receive catastrophic leave donations when the following two (2) conditions both occur:
 - (a) The employee has exhausted, or will soon exhaust all their accrued leave, as a result of a verifiable long-term illness or injury suffered by either the employee or an immediate family member. "Immediate family" includes the spouse or registered domestic partner, child, stepchild, parent, stepparent, sibling, grandparent or grandchild of the employee as well as the child, stepchild, parent, stepparent, sibling, grandparent and grandchild of the employee's spouse or registered domestic partner.
 - (b) The employee has received approval for an unpaid leave of absence from their manager or designee.
2. Employees may donate accrued vacation, compensatory time or holiday time; sick leave may not be donated.
3. Donations may be made in whole hour increments from a minimum of four (4) hours to a maximum of sixteen (16) hours per donor in each pay period.
4. Donors must have an overall leave balance of eighty (80) hours remaining after donated time has been deducted.
5. Once donated to an individual, donated leave cannot be reclaimed by the donor.

B. Processing of Donations

Upon receipt of donation authorizations, the Court shall take the following actions:

1. Verify that donating employee has minimum required leave balance required for the donation and convert donated time to dollars at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.
2. Convert donated dollars as computed above to hours at the hourly rate of the recipient, and add to recipient's sick leave balance.
3. Notify departments of changes in leave balances by noting Court adjustments on the payroll certs for the next payday.
4. Retain a confidential file of donation authorizations.

C. Treatment of Donated Time

Donated time is treated as sick leave accrued by the recipient of the donation. Donated time does not alter the employment rights of the Court or the recipient, nor extend or alter limitations otherwise applicable to leaves of absence or sick leave, except as noted in this Plan.

Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave in accordance with the provisions of this Employment Plan.

If catastrophic leave donations are made due to the medical condition of an employee's immediate family member, the eighty (80) hour limitation on the use of family sick leave is waived for absences resulting from that condition only.

3.16 Leave for Promotional Examinations

Employees shall be allowed the necessary time off with pay to participate in promotional examinations for the Court, which are held during their regular work hours.

3.17 Effect of Re-employment on Leave Accrual Rates

A former employee re-employed in Court service shall not be entitled to accumulative sick leave benefits unless their return to Court service is the result of reinstatement within one (1) year of termination of employment OR is a result of re-employment after a layoff due to lack of work, lack of funds, or in the interest of economy.

Employees who are reinstated within two (2) years of termination of employment will be returned to the same vacation accrual rate at which they left.

SECTION 4 - COMPENSATION

4.1. Salaries

The Presiding Judge may approve a salary adjustment and/or equity adjustment based on an amount consistent with the State Legislature's adjustment of the trial court's baseline budget for salary and benefit increases. Unless expressly provided to the contrary by this Plan, salaries and hourly rates of pay for all additional compensation, including but not limited to supplemental pay, standby pay, call-back pay, and pay for work above class, shall be computed solely by reference to an employee's base salary or base hourly rate. All salaries shall remain as adopted for the life of this Plan unless mutually agreed otherwise in writing.

Payment of base salary increases or other increases in the salary range during the agreement will be made pursuant to the Court's salary range table.

A. Cost of Living Adjustment (C.O.L.A.)

In accordance with the remaining provisions of Section 4.1, all employees within this Plan will receive over the duration of the term of this Plan:

A. Salary increase of 6% shall be paid to employees within this Plan effective the pay period beginning October 7th, 2024.

B. Salary increase of 2% shall be paid to employees within this Plan effective the first full pay period on or after October 1st, 2025.

B. One Time Payment

For the term of this Plan only, the Court agrees to pay each employee within this Plan a gross one-time payment of two-thousand dollars (\$2,000) to be paid on the paycheck to be received on October 11th, 2024. All applicable taxes and withholdings will be applied accordingly.

4.2. General

No employee shall receive supplemental pay when on vacation, sick leave, sick leave in conjunction with the receipt of State Disability Insurance or Workers' Compensation temporary disability payments, compensatory time off, holiday, or paid military leave unless such employee shall have been performing duties for a period of not less than four (4) full bi-weekly pay periods or such supplemental duties are scheduled, upon assignment, to last not less than four (4) full bi-weekly pay periods. Unless otherwise specified by the manager or the manager's designee, such shift assignment shall be presumed to be scheduled upon assignment for at least four (4) full biweekly pay periods.

4.3 Special Assignment Supplement

The Court Executive Officer may authorize a temporary five percent (5%) salary increase to any

employee designated by the Court to be on special assignment.

4.4 Standby Pay

A manager or designee, with the approval of the Court Executive Officer, may designate employees in certain classes to be on standby status. An employee who is on standby status must be at a location where the employee can be reached at all times and upon being called shall return to work immediately. An employee who is recalled to work shall be deemed to be off standby status and the employee shall not receive standby pay for the hours the employee is paid to work, whether on a straight time or overtime basis.

Employees who perform standby duty shall be compensated at twenty percent (20%) of their regular hourly rate.

4.5 Work Above Class

The Court Executive Officer (CEO) or designee may temporarily assign any employee to perform duties normally assigned to a classification with a higher salary without changing the salary of such employee provided the temporary assignment does not exceed five (5) work days in a thirty (30) calendar day period or twenty (20) work days in a one hundred and eighty (180) day calendar period. If an employee is assigned to a classification with a higher salary range for more than five (5) work days in a thirty (30) calendar day period or twenty (20) work days in a one hundred and eighty (180) calendar day period, the employee shall be compensated, beginning with the sixth day of such above-class assignment, at an amount equal to what the employee would receive if promoted to the higher class, or five percent (5%) if no class exists. Such assignment must receive approval of the Court Executive Officer. Assignments to cover routine vacation or sick leave absences will not be approved. Vacation or sick leave absences in excess of two (2) weeks shall not be considered routine.

Employees who are being paid for working in a higher classification are not eligible for merit increases in the higher classification. Whenever an employee working in a higher classification receives a merit increase in the employee's regular classification or the employee's regular salary is otherwise increased or decreased, the employee's pay for working above class shall be adjusted so that the employee continues to be compensated at the rate specified above.

4.6 Paycheck Exceptions

A paycheck exception is defined as the incorrect reporting of payroll or failure to process the following payroll actions, causing an employee to receive less than the pay to which they are entitled for that pay period: step increases, supplemental pays, overtime. Paycheck exceptions (except overtime exceptions) in excess of \$100 in terms of gross pay, if presented by noon on the Friday following payday, shall be paid within two (2) working days of presentation of the claim to the Court. Overtime exceptions shall be paid no later than the following paycheck.

All payroll errors resulting in either gross or net salary overpayment must be repaid to the Court. Employees shall be allowed, at employee's option, to use accrued annual and holiday leave and

compensatory time to repay the Court in cases of payroll errors resulting in gross salary overpayment. Such errors may result from use of an incorrect salary rate, reporting the wrong number of hours worked, or misclassification of hours worked.

Accrued annual and holiday leave and compensatory time may not be used to repay the Court for net salary overpayments that do not result from gross salary errors. Such errors include, but are not limited to, underwithholding of deductions for employee-paid benefits and taxes.

4.7 Mileage and Travel Expenses

Court employees authorized by the appropriate approved level to use a personal vehicle on court business for travel will be reimbursed at the federal standard mileage rate.

Meal and lodging reimbursement shall be authorized and paid in accordance with procedures and requirements as defined by the Judicial Council.

Travel time for Court-authorized training shall be computed in accordance with FLSA procedures.

4.8 Deferred Compensation Contribution

The Court may maintain a Section 457 Deferred Compensation Plan. The allowable contribution shall be the maximum allowed by the Internal Revenue Code.

The Court, at its sole discretion will have the right at any time during the period covered by this Plan to develop charges necessary for the administration of the plan or plans, and implement said charges for active and inactive participants, to be paid by active and inactive participants. In any case, the charge will not exceed the actual cost to the Court for administration of the plan or plans as computed by the Court under standard accounting practices for cost allocation purposes.

Before implementing a payroll deduction charge, the Court will make every effort to negotiate with the plan vendors and/or third-party administrator(s) to recoup the Court cost from their management fees.

For members of this Plan, the Court shall make a contribution equal to one percent (1%) for employees designated as "confidential", two percent (2%) for employees designated as "senior management", and five percent (5%) for employees designated as "Executive" of the employee's base salary to the deferred compensation plan. No charge for participation shall be made for the Court contribution. If the employee elects to contribute an additional amount, that contribution shall be subject to the administrative charges, if any.

4.9 Severance Pay

Any employee covered under this Plan employed by the Court in an allocated position for ten (10) or more years who is laid off from regular Court employment or voluntarily accepts a layoff in lieu of another employee shall receive \$2,500 in severance pay. The employee may elect to receive the money

in lump sum payment or defer receipt for purchase of eligible insurance benefits through an Internal Revenue Code, Section 125 Plan.

4.10 Employee Parking – Downtown Stockton

For the term of this Plan only, the Court shall provide the actual cost up to a cap of eighty-five (\$85) per month for each employee's parking who is assigned to work at the downtown Stockton Court location. Employees must park in the designated parking garages as assigned by the Court.

In the event that the garage owner increases the monthly parking fee above the eighty-five dollars (\$85) cap per month, the employer and employee will equally share financial responsibility for the increase (e.g., fifty percent (50%) of any increase will be paid by the employer, and the employee will assume the other fifty percent (50%) of the increase). Employees will sign authorization for a payroll deduction for their fifty percent (50%) share of the increased amount.

In the event that the Court identifies different designated parking areas as a substitute for either the Ed Coy Garage, Channel Street Garage, Stewart Eberhardt Garage, and Market Street Garage, the Court will notify court staff covered by this Plan at least thirty (30) days in advance of the proposed effective date of the change. The Court has the right to make such change without agreement from the employees covered by this Plan, but before making the change, will consult with the employees about the Court's intended parking relocation.

4.11 Longevity Pay

All employees employed in full-time positions shall receive a gross one-time payment of five hundred dollars (\$500) upon the completion of twenty-five (25) years of continuous full-time service. Payments are non-pensionable, and all applicable taxes and withholdings will be applied accordingly.

SECTION 5 - DAYS AND HOURS OF WORK - OVERTIME

5.1 Work Week

Unless otherwise provided for in this Plan, or in any Resolution or Board Order, the base compensation for employees shall be deemed to be compensation per biweekly pay period and is predicated upon a forty (40) hour work week. A biweekly pay period shall consist of eighty (80) working hours and the base compensation provided shall be payment in full for all services rendered to the Court except as otherwise provided.

5.2 Work Site Closure

If the Court closes a work site because it is unsafe or because work operations cannot be carried out, employees who are scheduled to work and who are not reassigned to alternative work sites and are subsequently sent home shall receive pay for the remainder of their scheduled work day. Such employees sent home shall remain available to return to the work site for the duration of the time for which they are being compensated.

The Court will make all reasonable efforts to relocate or reassign employees affected by such situations and may continue affected employees on paid leave for the duration of the closure. Employees will not be assigned to work in job functions for which they are not qualified.

All attempts shall be made by the Court Executive Officer or designee to locate another work site/facility as quickly as possible.

5.3 Working Hours

In accordance with the Court's policy, a manager or designee may change the working hours of individual employees to accommodate functional needs of the department as long as no change is made in the regular hours of the department. The Court will make every reasonable effort to give reasonable notice to the affected employee(s).

5.4 Overtime

For the purposes of determining an employee's eligibility for overtime compensation, all straight time hours on payroll shall be considered "hours worked". A Judicial Branch holiday shall be counted as time worked for the purposes of overtime.

If, in the judgment of a manager or duly-authorized designee, work beyond an employee's normal work day or work week is required, the Court Executive Officer or designee may order such overtime work. The Court Executive Officer or designee will give reasonable advance notice of such schedule changes, except in unusual or unforeseen circumstances. Except as provided in this Section, employees shall be eligible for overtime compensation when:

1. An employee works in excess of the number of hours in their normal work day except that any part-time employee shall not be eligible for overtime until such employee works at least twelve (12) hours in a day.
2. An employee works in excess of eighty (80) hours in a biweekly pay period;
3. An employee whose normal work week is five (5) scheduled eight (8) hour days in a calendar week of seven (7) days works more than forty (40) hours and five (5) days in a calendar week;
4. An employee who, because of shift changes, works two (2) or more shifts in any twenty-four (24) hour period and is off duty less than eight (8) hours between shifts. In such case, the employee shall be compensated for any additional shift(s) in the same manner as for other overtime notwithstanding (2) and (3) above;
5. An employee is required to work during a lunch period for which the employee does not ordinarily receive compensation.

A. Compensation for Overtime

Employees shall be compensated for overtime in accordance with their Group designation:

1. Group 1 employees within this Plan are those employed in classifications eligible for exemption from the overtime provisions of the Fair Labor Standards Act (FLSA) and designated by the Court to be salaried, and therefore, exempt from the overtime provisions of the FLSA. These employees may be required to periodically or routinely work long or irregular hours to fulfill the responsibilities of their positions. These employees are not eligible to receive overtime compensation or compensatory time off. However, in recognition of the sometimes long and irregular hours which these employees are required to work to accomplish program objectives, the Court will provide paid administrative leave as follows:
 - (a) Each fiscal year, the Court Executive Officer shall grant ten (10) days of administrative leave to eligible salaried employees.
 - (b) The benefits provided by this program are not related to hours worked nor subject to accrual, and under normal circumstances may not be carried over beyond the end of the fiscal year.
2. Group 2 employees are those working in positions that are exempt, and are compensated for working overtime. Group 2 employees shall be compensated for overtime by either cash payment at the rate of one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements) or by the accrual of compensatory time at the rate of one and one-half (1-1/2) times the overtime hours worked. The maximum compensatory time accumulation shall be eighty (80) hours and any additional overtime worked shall be compensated by cash payment at the rate of one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements).
3. Group 3 employees are those employed in grant positions and shall be compensated for overtime as provided in their contracts.
4. Group 4 employees are those working in positions which have been found to be non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Group 4 employees shall be compensated for overtime worked in the same manner as Group 2 employees.

For employees in Group 2 and Group 4, if the manager concludes that the department's budgetary situation allows latitude to confer either compensatory time off or overtime, the department will give good faith consideration to employee preference. Department conditions can change within fiscal years and determinations under this section are not grievable.

B. Overtime Exception

Employees whose normal work week varies from the normal five (5) days in a calendar week of seven (7) days shall not be eligible for overtime compensation except as described in (1), (2), and (4) above.

5.5 Call Back Overtime

A. Definition

Call-back overtime is defined as overtime required of an employee who, following completion of the employee's assigned work day, is notified to and does report back to duty at the Court or alternative worksite designated by the Court. Contiguous overtime, or overtime assigned to be worked within one (1) hour after completion of the regular work shift, or overtime assigned by the Court Executive Officer or designee which is performed at a time convenient to the employee shall be excluded from the three (3) hour minimum unless such overtime is performed on a regular day off.

B. Compensation

An employee who performs call-back overtime shall receive credit for the actual time worked, but not less than three (3) hours credit each time the employee is called back. An employee who performs call-back overtime shall be compensated according to the provisions of Section 5.4 A.

5.6 Meal and Rest Periods

A. Rest Periods

To promote maximum productivity and morale, the Court will work with managers on compliance with the requirement that employees receive a fifteen (15) minute morning and afternoon rest period, regardless of job assignment. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee's normal work hours and meal periods.

B. Meals During Overtime

Meals which must be consumed on the job after the normal workday and while working in an overtime situation are not to be considered as an interruption of overtime work performed. The Court shall neither pay for nor provide meals, nor is an employee who takes a break for a meal to be considered as being in a paid status. An employee, upon request, shall be allowed to take a thirty (30) minute meal break after two (2) hours overtime and every four (4) hours thereafter. The Court retains the right to refuse requests for meal breaks in the event of emergency.

5.7 Alternative Schedules

A. Flex Hours

The Court shall discuss, on request, flex time schedules on a department-by-department basis.

The Court agrees that when a written request for a flexible work schedule is denied, that the manager or designee shall respond to the request in writing (within 14 days) stating the reasons for the denial.

Flex time schedules are those alternate work schedules, including but not limited to a "4-10" plan or a "9-80" plan, which do not violate the Fair Labor Standards Act or Section 5.4 of this Plan, unless otherwise agreed by the parties. No flex schedule arrangement shall be implemented until the Court adopts a policy specifically setting forth provisions of the schedule with respect to overtime, holiday, sick leave and other affected benefits.

5.8 Jury and Witness Duty

A. Jury Duty

Any employee who is summoned for attendance to any court for jury duty during the time they are scheduled to be working shall be deemed to be on duty and there shall be no loss of pay, however any jury fees (excluding payment for mileage) received by the employee shall be paid to the Court.

B. Witness Duty

Any employee who shall be called as a witness in a case arising out of and in the course of the employee's Court employment shall be deemed to be on duty and there shall be no loss of pay. Any witness fees received by the employee shall be paid to the Court together with any mileage allowed if the employee uses Court-provided transportation. If such witness duty is performed on a day on which the employee would normally not be working, the employee shall be deemed to be on duty and shall be compensated for overtime as provided in Section 5.4 A. An employee called as a witness in any other matter shall be deemed off duty.

5.9 Reassignment

In accordance with Court policy, the Court Executive Officer or designee may reassign individual employees to accommodate functional needs of the department.

The Court agrees that one of the factors to be assessed when involuntarily reassigning an employee shall be the seniority of the qualified employees.

The Court will make every reasonable effort to give reasonable notice to the affected employee(s).

Any employee who is involuntarily transferred may request a written statement from the manager as to the reasons for the reassignment. This written response shall be issued within fourteen (14) calendar days from the date of the request.

SECTION 6 - SALARY ADMINISTRATION

6.1. Salary Upon Appointment

New employees shall be appointed at the first step of the salary range adopted for the particular class of position to which the appointment is made. The Court may provide that a particular allocated position be filled at a step above the minimum of the range commensurate with the qualifications of the prospective appointee which are above the minimum requirements set forth in the class specification.

Whenever such allocated position is filled in this manner, all incumbents of allocated positions who have qualifications above the minimum set forth in the class specification in the same class earning less than the step in the particular salary range at which the new employee enters, may be raised to that step or to a lower step in the range upon the request of a manager or designee and subject to approval of the Court Executive Officer.

Notwithstanding other provisions of this Plan regarding merit advancement days, the merit advancement of all employees in that class of position may be changed in order to retain equitable relationships as approved by the Court Executive Officer.

6.2. Step Increases

A. Regular Employees

A regular employee shall be required to serve a merit advancement period of twenty-six (26) bi-weekly pay periods on each step of the salary range assigned to the classification of which the employee is an incumbent before becoming eligible for advancement to the next higher step. An employee shall not advance to the next higher step until the employee receives the affirmative recommendation from their manager, the employee's eligibility for advancement has been verified by Human Resources, and it's approved by the Court Executive Officer.

An employee shall not advance to the next higher step if their overall performance is evaluated as less than satisfactory. Nothing in this Plan shall be construed to provide that step increases are automatic.

Advancement within a salary range shall not be made more frequently than once in any period of twenty-six (26) consecutive pay periods nor shall any employee advance more than one step within a salary range at one time except as provided in Section 6.1 above.

B. Eligibility for Step Increases for Part-Time Employees

Effective the pay period nearest January 1, 2001 employees designated as part-time with

1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) shall be eligible for an increase to Step 2. Thereafter, eligible part-time employees shall receive a further step increase for each additional 2080 hours of service.

C. Step Increases Withheld

Any step increase withheld because of administrative oversight or inadvertence shall be made retroactive to the normal effective date of the step increase.

Any step increase withheld for cause, but upon appeal, is adjudicated in favor of the employee, shall be made retroactive to the normal effective date of the step increase or some intervening date determined by the adjudicating party. If the step increase is made retroactive to the normal effective date of the step increase, the employee shall retain the employee's current anniversary date. If some intervening date is determined by the adjudicating party, the employee shall not be eligible for the employee's next merit advancement for twenty-six (26) biweekly pay periods from the intervening date.

6.3 Salary Step on Promotion

An employee appointed to a position with a higher salary range shall have their salary adjusted to the first step of the new range or to the step in the new range which is at least five percent (5%) higher than the salary the employee was receiving prior to the promotion, whichever is greater, provided that the new salary is within the new range. For the purposes of this Section, pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the pre-promotion base salary prior to determining the appropriate step in the new range. The effective date of the promotion shall become the new merit advancement date for the employee and they shall not be eligible to receive a merit step increase until completion of twenty-six (26) biweekly pay periods.

6.4 Order of Adjustments

Whenever an employee is promoted and receives a range change or the employee's position is reclassified to a class having a higher salary range on the employee's merit anniversary day, the employee shall first receive the merit advancement increase to which they may be entitled, and then receive such increases to which they may be entitled in the following order: salary adjustment, reclassification, promotion.

6.5 Salary Step on Demotion

If an employee is demoted to a position having a lower salary range because of lack of work or funds, or in the interests of the economy, or for any reason other than discipline, the employee so demoted shall receive the next lower salary in the range assigned to the new position. The employee's merit anniversary date shall remain the same.

If an employee voluntarily demotes to a position having a lower salary range, the employee shall receive the salary in the new range which is equal to the salary in the prior position, or if none, the next

lower salary in the range assigned to the new position.

6.6 "Y"-Rates

Whenever an incumbent of a regular Court position accepts a demotion for reasons other than a disciplinary action to a class of position having a lower salary range, the Court may direct that the capital letter "Y" be set opposite the position to which the incumbent was demoted in the department budget and all payroll and other personnel records.

Whenever the effect of a reclassification is to place the incumbent in a class having a lower salary range, the Court, upon the recommendation of the Court Executive Officer, may direct that the capital letter "Y" be set opposite the reclassified position in the department budget and all payroll and other personnel records.

Whenever the "Y" is set opposite a position, the incumbent shall continue to receive their previously authorized salary until termination of employment in the position, or until a higher rate of pay may be authorized, whichever comes first.

SECTION 7 - PART-TIME EMPLOYMENT

7.1 Definitions of Temporary and Part-Time

Definitions for part-time and temporary employment shall be as follows: (these definitions have been incorporated into the Courts Personnel Rules):

Part-Time: The status of an employee who is appointed to a position which is less than three quarters time (defined as not more than 1560 hours in a calendar year). A part-time position is ongoing in nature and anticipated to exceed six months' duration.

Temporary: The status of an employee who is appointed to a position which is either seasonal in nature (not to exceed seven months in a calendar year) and recurs year to year, or who covers peak workloads or regular employee absences (not to exceed nine months in a calendar year) in a position which is not ongoing in nature.

Part-Time employees who meet the appropriate eligibility criteria may receive step increases (see Section 6.2 B) and/or holiday pay (see Section 3.4 D).

7.2 Compliance with Part-Time/Temporary Definitions

The Court will begin counting the hours of "Part-Time" employees for the purpose of ensuring compliance with the definition "Part-Time" on January 2, 2001. Upon the employee's request, the Court will provide the eligible employee with payroll data showing the number of hours they worked in the prior six months on the pay period closest to June 1 and December 1 of each year.

7.3 Combination of Part-Time Hours

An employee designated as part-time may combine the hours worked in two (2) different positions in the same department for the purposes of establishing part-time status and eligibility for benefits.

SECTION 8 - RETIREMENT

The following section is applicable as long as the Court participates within the San Joaquin County Retirement System (SJCERA). Unless otherwise stated, all statutory references in this section "Section 8. Retirement" of this Plan are to the California Government Code.

8.1 Retirement Tier and Eligibility

SJCERA Tier I – Court employees who established and maintain membership in the San Joaquin County Employees' Retirement Association (SJCERA) prior to January 1, 2013, and other eligible employees as defined by law, participate in the defined benefit formula that was in place before January 1, 2013, hereinafter "SJCERA Tier I."

SJCERA Tier II – Court employees who establish membership in SJCERA on or after January 1, 2013, who are subject to the provisions of the Public Employees' Pension Reform Act of 2013 (PEPRA) (Article 4 (commencing with Section 7522, et seq.) of Chapter 21 of Division 7 of Title 1 of the Government Code) participate in the defined benefit formula prescribed by PEPRA for these employees, hereinafter "SJCERA Tier II."

SJCERA Tier II b. – Court employees who establish membership in SJCERA on or after January 1, 2022, who are subject to the provisions of the Public Employees' Pension Reform Act of 2013 (PEPRA) (Article 4 (commencing with Section 7522, et seq.) of Chapter 21 of Division 7 of Title 1 of the Government Code) participate in the defined benefit formula prescribed by PEPRA for these employees, hereinafter "SJCERA Tier II b." Retirement benefits for Tier II b. members will be calculated using base pay only.

8.2 Retirement Formula

The Court agrees to maintain the County of San Joaquin defined benefit retirement formula specified in Section 31676.14 (2% at age 55 ½) for General Members of SJCERA Tier I.

General Members of SJCERA Tier II and Tier II b. participate in the defined benefit formula prescribed by Section 7522.20 of PEPRA (2.0% at age 62).

An annual cost of living adjustment of up to three percent (3%) shall be maintained in accordance with Section 31780.1 for monthly benefits payable by SJCERA to retired members (Tiers I, II, and II b.) or their beneficiaries.

8.3 Retirement Age and Service

The provisions of Section 31672 permitting service retirement for members of SJCERA Tier I at age fifty (50) years with the completion of ten (10) years of continuous service, shall be maintained for court employees who are members of SJCERA Tier I.

Section 7522.20 permits service retirement for General Members of SJCERA Tier II and Tier II b. after five (5) years of service and upon reaching fifty-two (52) years of age.

8.4 Retirement Contributions

Court employees who are members of SJCERA Tier I shall pay the member contributions as determined pursuant to Section 31621.3 for General Members.

Court employees with thirty (30) or more years of service who, for that reason, are not making contributions to SJCERA, shall receive, in addition to their regular rate of pay, an amount equal to fifty percent (50%) of what their retirement contributions would be if they were still making such contributions. (Statutory references: Sections 31625.2).

Court employees who are members of SJCERA Tier II and Tier II b. shall pay member contributions pursuant to Section 7522.30, which shall be at least 50% of normal cost as determined annually by the plan actuary and expressed as a percentage of payroll. The Court shall not pay any of the required member contribution. The member contribution rate shall not be adjusted unless the normal cost rate increases or decreases by more than one percent (1%).

Court employees' retirement contributions to SJCERA shall be made on a pre-tax basis.

8.5 Retirement Sick Leave Bank

A sick leave credit account, also commonly referred to as a "sick leave bank," shall be established for each court employee who: (1) separates from employment and concurrently assumes a retired status, either deferred, service, or disability, in SJCERA; (2) continues or defers such employee's coverage under a Court-sponsored group health, dental, or vision insurance plan; and (3) has at least one hundred and sixty (160) hours of accumulated sick leave as of the date of separation.

The account shall be credited upon the employee's separation with a dollar value based on the total accumulated sick leave hours to be converted to sick leave bank. For purposes of this Section, each eight (8) hours of sick leave is equal to one (1) day. The conversion rate is and shall not exceed \$221.24 for each eight (8) hours of accumulated sick leave.

As of the effective date the retired employee is first paid a retirement allowance by SJCERA, the retired employee may use the account to pay monthly premiums for Court-sponsored health, dental, or vision plans in which the retired employee and/or their eligible dependents are enrolled, and shall continue until such account is fully depleted, the employee ceases to be a member of SJCERA, or the retired employee and all of their dependents cease to be enrolled in the plan(s), whichever first occurs.

Court employees who separate from employment and assume a deferred retirement status are eligible to enroll in Court-sponsored group health, dental, or vision plans, but may not utilize their sick leave credit account to pay for monthly premiums unless and until they retire and receive a monthly retirement allowance from SJCERA.

8.6 Retirement Death Benefits

The death benefits provisions of Section 31789.3 shall be maintained for employees who are members of SJCERA.

8.7 Retirement Information

Employees nearing retirement age who desire to discuss their retirement with SJCERA shall be allowed to do so on Court time.

SECTION 9 - TRAINING AND EDUCATION

9.1. In-service and Job-Related Training

Employees who participate in Court-mandated supplemental education programs shall either be assigned to such programs during their regular working hours or be compensated for each hour spent participating in such programs at the applicable overtime rate in accordance with this Plan. Travel time for Court-authorized training shall be computed in accordance with FLSA procedures.

Upon the request of an employee, at the time the employee is originally appointed or promoted, the Court shall make every effort to provide intensified orientation on specific job functions.

9.2. Educational Reimbursement Program

In accordance with the Court's Educational Reimbursement Program, eligible employees, including part-time employees with benefits (as defined in Section 7) may be reimbursed for career-related course work taken on the employee's own time. The minimum amount of reimbursement is ten dollars (\$10) and the maximum is \$450 per fiscal year; however, an employee enrolled in an approved degree program may be reimbursed up to \$450 per semester for a maximum of \$900 per fiscal year.

Total fiscal year costs of this program are capped at \$3,600. Employees will be eligible for participation on a first come, first serve basis, and program funds will be distributed until exhausted. Any amounts not allocated by March 31 of each year will revert back to the Court Operations Fund.

SECTION 10 - WORKERS' COMPENSATION AND EMPLOYEE SAFETY

10.1 Workers' Compensation

The waiting period for employees disabled out of or in the course of employment before an injured employee may begin collecting temporary disability payments shall be three (3) days. Such days shall be

charged against sick leave or other applicable accrued leave time unless the employee is hospitalized as a result of the disability or the disability lasts for more than fourteen (14) days.

Employees who are receiving temporary disability indemnity payments under Division 4 or Division 4.5 of the Labor Code shall accumulate vacation (including seniority credit for the purposes of vacation accrual under Section 3.1), holidays and sick leave during such period of time that they are drawing such temporary disability indemnity. The Court shall continue to provide health, dental, vision, and life insurance plan coverage for such employees as if they were on payroll as regular employees.

10.2. Workers' Compensation Leave

Notwithstanding other provisions of this Section, an employee who is disabled as a result of an injury or illness arising out of and in the course of employment and eligible for Workers' Compensation benefits shall have an automatic leave of absence until a ruling is made that recovery from disability is sufficient to release the employee. In such case, a leave of absence shall be considered canceled when permanent disability is established.

10.3 Safety Equipment

The Court shall provide employees with safety prescription glasses (glasses only, not prescription examination) whenever safety glasses are required by the CAL/OSHA or other state or federal regulation. The Court will not provide replacements for broken lenses or frames unless such breakage is the result of an on-the-job accident.

10.4 Physical Examinations

Employees required to take physical examinations to maintain licenses or employment with the Court shall be given physical examinations at San Joaquin General Hospital at no cost to the employee. The Court will not pay for any examination not given at San Joaquin General Hospital.

10.5 Disputes Involving Safety Issues

STEP 1. When an employee believes that an employee or employees are being required to work where a clear and present danger exists, the immediate supervisor/manager will be notified. The supervisor/manager will immediately investigate the allegation. The supervisor/manager may check with a higher level of management, or the Business Services Manager and thereafter direct the employee to either temporarily perform other duties or proclaim the situation safe and direct the employee to proceed with assigned duties.

If the employee continues to believe the condition presents a clear and present danger, the employee may proceed to STEP 2.

STEP 2. When an employee is not satisfied with the decision at STEP 1, the employee may submit the issues to the Court Executive Officer. Within five (5) calendar days the Court Executive Officer or designee shall respond in writing to the issue.

The parties shall endeavor to expedite this process. With the mutual consent of the parties, any step of this process may be waived or time extended.

SECTION 11 - EVALUATIONS AND PERSONNEL FILES

11.1. Employee Performance Evaluations

Any employee performance evaluation shall be prepared by the employee's supervisor who has the responsibility and authority to prepare such reports.

Employee performance evaluation reports shall be discussed with the employee prior to finalization of each category of the report.

An employee will receive an appointment with their supervisor to discuss the evaluation by signing the evaluation form in the space provided.

Any regular or special evaluation with a rating of "unsatisfactory" shall include plans for employee development. Except in cases of termination, release from probation, or leave of absence, employees who receive an unsatisfactory performance evaluation must receive a follow-up evaluation. The follow-up evaluation shall cover a period of time no greater than ninety (90) calendar days from the date of the final review of the initial unsatisfactory evaluation.

An employee shall have the right to submit written comments regarding any evaluation and to have such comments included in their personnel file along with the evaluation.

11.2. Probationary Evaluations - Notice

For the purposes of the initial probationary period only, an employee who fails to complete probation and is released from probationary status within two (2) weeks of the end of the probationary period shall be paid regular salary for the hours the employee would have been scheduled between the release date and the end of the probationary period.

11.3. Employee Personnel File

Employees shall have the right to review and at their own expense obtain copies of their Court personnel file. The official personnel file is currently in the Court's Human Resources Department. An employee's representative may inspect the contents of an employee's personnel file upon signed, dated authorization by the employee. Authorization shall be valid for sixty (60) calendar days from the date of signature.

The Court reserves the right to withhold from employee review, reports of an employee's pre-employment physical examination, records of an employee relating to investigation of possible criminal offense or other legally privileged records.

Employees shall be given an opportunity to read and initial any report to be added to their personnel

file, but an employee shall not be required to sign any such report. An employee's signature on a report shall be understood to be acknowledgment of receipt and shall not be construed as agreement or disagreement with its content. If the employee refuses to sign any report, a notation to that effect may be entered on the document. A copy shall be provided to the employee.

An employee shall have the right to submit written comments regarding any document in their personnel file and to have such comments included in their personnel file along with the document.

11.4. Letters of Reprimand

An employee has the right to request in writing that a letter of reprimand be removed from the employee's personnel file if two (2) years have elapsed from the date of reprimand and there has been no recurrence of the issue contained in the reprimand.

Such requests must be submitted to the Court Executive Officer or designee who shall review the request and, within fourteen (14) calendar days render a decision on the request. The decision of the Court Executive Officer shall be final.

SECTION 12 - EMPLOYEE LIABILITY

A Court employee's liability for acts or omissions within the scope of employment is established by Article 3, Division 3, of Title 1 of the Government Code of the State of California. Indemnification and defense of Court employees, for claims against them arising out of acts or omissions within the scope of their employment, are set out in Article 4, Division 3.6 of Title 1 of the Government Code of the State of California.

The Court and Court employees recognize their respective rights and obligations under these provisions of these laws as they exist at this time and as they may be amended or given final, binding judicial interpretation.

SECTION 13 - EMPLOYEE PROPERTY AND EQUIPMENT

13.1 Replacement of Damaged Property

Except for loss or destruction to currency, the Court may provide for the payment of the cost of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without fault of the employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss or damage. The Court Executive Officer has the authority to grant or deny claims which do not exceed \$500.

SECTION 14- LAYOFFS

14.1 Notice

Any permanent and part-time Court employee covered under this Plan who is to be laid off or dismissed for other than disciplinary reasons shall be given thirty (30) calendar days' notice. This provision does not apply to probationary, provisional, or temporary employees. Nothing contained herein shall be deemed to require the Court to pay an employee except for services rendered.

When the Court has determined that layoff or dismissal (for other than disciplinary reasons) of any permanent employee is necessary and appropriate, the Court shall inform the effected employee in writing of its intent prior to sending out layoff notices.

See Section 31 of the Personnel Rules for details on the layoff process.

SECTION 15 - SUBSTANCE ABUSE REFERRALS

Employees covered under this Plan acknowledge the right of department managers to refer employees suspected of being under the influence of alcohol or drugs while on duty to San Joaquin General Hospital or to other physicians to be evaluated as to their ability to perform their job.

The Court shall offer training to department managers to aid in their detection and evaluation of behaviors which may lead to a referral.

The Court recognizes the value of the Court's Employee Assistance Program in the evaluation and resolution of employee problems associated with substance abuse.

SECTION 16 - GRIEVANCE PROCEDURE

16.1. Definitions

Grievance: An alleged violation of a specific rule or regulation contained in this Plan, or the Court Personnel Rules.

Day: Calendar day(s)

16.2. Purpose/Rights

It is the intention of this procedure to resolve all issues at the lowest supervisory level possible. The employee has the right to representation at any and/or all steps of the procedure.

16.3. Filing Deadline

Grievances filed under this Section should be initiated within thirty (30) days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

16.4. Grievance Processing

STEP 1: Any grievance shall be discussed with the employee's immediate supervisor. If the issue is not resolved at the supervisor's level within twelve (12) days from the day of presentation, the issue may proceed to the second step. If the manager is the immediate supervisor, the grievance shall be in writing and contain the information specified in Step 2 below.

STEP 2: If the grievance is not resolved at Step 1 of this procedure, then the grievance may be filed with the Court Executive Officer. The grievance must be in writing and must be filed within twelve (12) days of the response from Step 1 or from the date when such response was due. The grievance must state: (1) the specific rule or regulation which is alleged to have been violated; (2) the statement of facts comprising the violation; (3) the requested remedy. The Court Executive Officer, or designee shall have thirty (30) days in which to investigate the issues and respond in writing to the grievance.

STEP 3: If the grievance is not resolved at Step 2 of this procedure, within twenty (20) days of the receipt of the STEP 2 response, or from the date when written response was due, the grievant may appeal in writing to the Court Executive Officer requesting that the matter be submitted to mediation conducted by the State Mediation and Conciliation Services. The selection of the mediator shall be mutually agreed to by both parties. The decision of the Court Executive Officer, whether after a hearing or after review of the recommendation of the mediator, is final. Both parties shall make a good faith effort to resolve the grievance through the mediation process.

All grievances shall be presented and acted upon in a timely manner. However, with the mutual consent of the parties, the time limitation for any step may be extended.

SECTION 17 - DISCIPLINARY ACTIONS

17.1. Applicability

These procedures are not applicable to at-will, temporary, contract or probationary employees.

To initiate disciplinary action against a permanent, Court employee, the appointing authority must follow the provisions of Court Personnel Rules, Section 29. The appointing authority must submit to the employee a written notice of intent to take disciplinary action and file a copy with the Court Executive Officer. The notice must state specifically the reason(s) for the action and explain the employee's "Skelly" rights of appeal.

17.2. Request for Hearing

The employee may appeal the proposed action and request a hearing by responding in writing to the appointing authority within seven (7) calendar days of receipt of the notice. Upon receipt of a timely response, the appointing authority shall schedule and conduct a "Skelly" hearing as soon as possible.

17.3. Rights of Access

The employee shall be given copies of all materials supporting the proposed action.

17.4. Representation

The employee may be represented at the hearing by a representative of the employee's choice.

17.5. Conduct of Skelly Hearing

The appointing authority or designee shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority may determine to uphold, modify, or revoke the proposed disciplinary action.

17.6. Order of Disciplinary Action

If the employee does not respond to the notice of intent within the prescribed time limits, or if, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written order of disciplinary action. The order shall state the action, the reasons for the action, and the employee's rights of appeal.

17.7. Appeal of Order of Disciplinary Action

The employee, within seven (7) calendar days after the order is furnished to the employee, may appeal the order in writing to the Court Executive Officer.

Appeal hearings shall be conducted in accordance with Personnel Rule Section 29 C.

By mutual agreement between the employee or designated representative and the Court Executive Officer, the matter may be submitted to the State Mediation and Conciliation Services (SMCS) to attempt to resolve the issue.

AMENDMENT OF PLAN:

The Presiding Judge exercises the discretionary authority to amend this plan.

ADOPTION OF THE EMPLOYMENT PLAN FOR COURT EXECUTIVE, SENIOR
MANAGEMENT, AND CONFIDENTIAL EMPLOYEES BY THE PRESIDING JUDGE:

This Plan was adopted pursuant to the provisions under the Trial Court Employment Protection and Governance Act (SB2140), Government Code, Chapter 7, Title 8 commencing with Section 71600 by the Presiding Judge on _____

Honorable Lance G. Jacot, Presiding Judge
Superior Court of California, County of San Joaquin

7/29/26

Date

Stephanie Bohrer, Court Executive Officer
Superior Court of California, County of San Joaquin

7/29/26

Date