

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

GLENN COUNTY SUPERIOR COURT

AND THE

**GLENN COUNTY SUPERIOR COURT
GENERAL UNIT, UPEC LOCAL 792**

January 1, 2005 through June 30, 2007

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE GLENN COUNTY SUPERIOR
COURT AND THE GLENN COUNTY SUPERIOR COURT GENERAL UNIT, UPEC LOCAL
792**

January 1, 2005 through June 30, 2007

The salaries, hours, fringe benefits and working conditions set forth herein have been mutually agreed upon by the designated bargaining representative of the Glenn County Superior Court (hereinafter referred to as "Court") and the Glenn County Superior Court General Unit (hereinafter referred to as "Union").

ARTICLE 1.01 - RECOGNITION:

The Court recognizes the Union as the exclusive bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions of all regular employees employed in the classifications of "Attachment A" attached herein. This Union, in turn, recognizes the Court Executive Officer or the designated Chief Negotiator as the Collective Bargaining representative for the Court and shall meet and confer exclusively with said officer or designee, except as specifically described otherwise in this memorandum. Both parties recognize their obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens served by the Court. Whenever the Court hires a person, the Court shall notify such person that the Union is the recognized bargaining representative for miscellaneous employees. Both Court and Union agree to keep duplicate originals of this agreement on file in a readily accessible location, available for inspection by any Court employee, or member of the public, upon request.

ARTICLE 1.02 - MEMBERSHIP

ARTICLE 1.02.1 - AGENCY SHOP

A. Agreement.

All regular employees occupying positions in classifications listed in Attachment A, who are members of the Union, shall be required to pay Union Dues. Employees are not required to join the Union as a condition of employment. However, non-member regular employees occupying positions in the classifications listed in Attachment A shall, during the term of this agreement, pay a service fee as authorized by Government Code § 3502.5. The amount of the service fee shall not exceed Union dues.

B. Union Responsibilities.

1. The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all regular employees occupying positions in the classifications listed in Attachment A regardless of their membership in the Union.
2. The Union must provide non-members with advanced notice of the amount of the service fee, an explanation as to the service fee composition, and an explanation of a non-member's right to challenge the service fee.

C. Withdrawal from the Union

Members shall be able to withdraw their membership by notifying the Union in writing of their desire to withdraw from membership and to become fee payers during the period of December 11 through 31 of any year. Members may not withdraw from membership at any other time.

ARTICLE 1.03 - PAYROLL DEDUCTION:

The Court agrees, upon written consent of the employees involved, to deduct membership dues or service fees, as established by the Union, from the salaries of the employees the Union represents. The Court shall remit the sum so withheld, immediately, directly to the Union along with a list of employees who have had such amounts deducted. The Union agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the payroll section of the Court, not later than the Friday prior to the relevant pay day. Voluntary payroll deductions from employees' salaries shall be for Union sponsored insurance provided that the employee has given the Union and the Court Executive Officer or designee written authorization for such deduction. The employee may cancel this authorization at any time by providing written notification of such cancellation to the Court Executive Officer or designee and to the Union. The Court shall have no responsibility for the collection of initiation fees or any special assessments or other deductions not expressly provided for in this Memorandum unless such assessments are authorized in writing by the President and Secretary of the Union, 30 days in advance of such assessment. The Union shall indemnify, defend and hold the Court harmless against all claims, demands, expenses (including attorney's fees), judgments, or other liability because of dues or fees collected by the Court pursuant to Article 1.03, and paid over to the Union. The Union agrees to refund to the Court any amounts paid to it in error upon presentation of proper evidence thereof.

ARTICLE 1.04 - IMPLEMENTATION/RENEGOTIATION:

- A. This Memorandum of Understanding constitutes a mutual agreement by the representatives of the parties to be submitted to the Union for ratification and when ratified shall be jointly submitted to the Court for approval. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until approved in whole or in part by the Court.
- B. The Court may adopt reasonable rules and regulations after consultation in good faith with representatives of the Union concerning the administration of employee relations under this Article, except as otherwise provided by law.
- C. The Court shall give reasonable written notice to the Union at least fourteen days in advance of any proposed policy, rule or regulation relating to matters within the scope of representation set forth in this Article, except as otherwise provided by law, or this Memorandum of Understanding.
- D. The Court shall provide reasonable written notice to the Union regarding any reorganization or reclassification affecting the classifications in Attachment A. This notice shall be given at least fourteen days in advance, when feasible.
- E. In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other by April 1 of each year, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than April 15, except upon mutual agreement for extension.

ARTICLE 1.05 - COURT RIGHTS:

Nothing in this Memorandum shall be construed to restrict any legal or inherent exclusive Court rights with respect to matters of general legislative or managerial policy, which include among others the exclusive right to determine the methods, means, and personnel by which Court operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.

The Court also retains the sole right to administer the Court Personnel Policy and Rules, to classify or reclassify positions, add or delete positions or classes to or from the Court Budget or Salary Resolution, establish standards for employment and promotion of employees, evaluate employees, to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons. The Court retains the right to be the sole judge of the qualification and competence of its officers and employees.

The Court reserves the right to take whatever action may be necessary in an emergency.

ARTICLE 1.06 - EMPLOYEE RIGHTS:

- A. General. Employees of the Court shall have the right to form, join, and participate in the activities of recognized employee organizations of their own choosing for the purpose of representation on all matters of employee relations as provided by law. Employees of the Court shall also have the right to refuse to join, or participate in, the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against for these rights.
- B. Personnel Files. The Personnel Officer shall maintain the official employee personnel records at the Court Personnel Office.
1. The confidentiality of the Personnel Record shall be maintained at all times. Only information regarding official status (i.e.; employee's, name, class title, current salary range, length of appointment, and date of hire) will be released.
 2. Information of a personal nature will not be released, unless the employee authorizes in writing, with an original written signature, photocopies of the original signature will not be accepted.
 3. The employee will be provided a copy of any document containing derogatory information prior to it being placed in the personnel file. An employee may respond in writing to any derogatory information. The employee's response shall be attached to the copy of the derogatory information kept in the Court Personnel Office.
- C. Employee Evaluation.
1. No employee evaluation shall be placed in the employee's personnel file without an opportunity for a discussion of the evaluation between the employee and the evaluator. Any negative evaluation shall provide specific recommendations for improvement in the employee's performance. The employee shall also be made aware of the resources available to aid the employee in improving his/her performance.
 2. Probationary employees shall receive a formal written evaluation at the end of the third month, the end of the sixth month, the end of the ninth month and the end of the twelfth month. Should the employee not receive an evaluation at the end of the probationary period, the service shall be deemed as satisfactory and the employee shall be granted permanent status.
 3. An annual employee evaluation shall be prepared at least fourteen calendar days prior to the employee's anniversary date.
 4. Unscheduled evaluations may be prepared at any time the evaluator deems necessary.
- D. An employee who competes for a Court promotional examination shall be provided the results of the examination upon written request to the Personnel Department.
- E. Merit Step Increases.
1. Employees shall be eligible for consideration for advancement to Step B of the salary range after twelve (12) months of continuous service on Step A. Eligibility for other or further step advancements shall be after twelve (12) months continuous service on each step until the top of the salary range is reached.

2. Based on Performance. Merit step increases are not automatic and shall only be given on the affirmative recommendation of the department head. Such recommendation shall be made on the basis of continued satisfactory performance on the job and based on a performance evaluation.
- F. Salary on Promotion. Any regular employee who is promoted to a position in a class having a higher salary range than the class of position which he or she formerly occupied shall receive the nearest higher salary in the new salary range as of the date upon which the appointment becomes effective. Where promotion by this method results in a salary increase of less than five percent (5%), the employee shall be advanced to the next higher step in the range. For purposes of further step increases within the range, he or she shall receive a new anniversary date as provided in court rules.
- G. Salary on Demotion.
 1. Demotion for Reasons Other Than Unsatisfactory Performance or Misconduct. Whenever a regular employee is demoted for reasons other than unsatisfactory performance or misconduct that employee shall be placed on the nearest salary step of the new salary range that does not exceed the pay immediately prior to demotion and shall retain his or her anniversary date.
 2. Demotion for Unsatisfactory Performance. Whenever a regular employee is demoted for reasons of unsatisfactory performance his or her compensation shall be adjusted to the salary step on the new salary range which is nearest to five percent (5%) lower than the salary he or she was receiving but not to exceed the top of the new range and shall receive a new anniversary date. If the five percent (5%) salary reduction would result in a salary placement between steps of the new range then the salary shall further be reduced to the next lower step.
 3. Demotion for Misconduct. Whenever an employee is demoted for reasons of misconduct the employee will be placed on the salary step in the new range which is at least five percent (5%) below the employee's salary immediately prior to demotion, or at any lower step on the new range which the Court Executive Officer deems appropriate.
- H. Salary While on Suspension. An employee on suspension shall be placed on leave of absence without pay and shall not accrue any benefits while on leave.
- I. Salary on Transfer. Any regular employee who is transferred from one position to another in the same class or in the same salary range shall be compensated at the same step in the salary range as he or she previously received. For purposes of further annual increases within the salary range, his or her anniversary date shall remain the same as it was before transfer. A transfer does not change the employee's accrued days of vacation or sick leave.
- J. Salary on Range Change. An employee whose job classification receives a range change shall remain on the same step of the new range and the anniversary date shall remain unchanged.
- K. This Article (Article 1.06) is subject to the provisions of Article 7.02 only as to process.

ARTICLE 1.06.1 - PROBATION.

- A. Probationary Period Upon Hire or Rehire. Employees entering Court service by appointment to a regular position shall be required to serve a probationary period of 2080 working hours (pro-rated for regular part-time employees) of employment
 1. No Right to Appeal. A probationary employee may be separated from Court service at any time during the probationary period without the right of appeal.
 2. Absence. Any absence from work shall cause the employee's probationary period to be extended by the number of hours of such absence. Such absences shall be cumulative during the probationary period. The extension of the probationary period shall be based on the number of hours of such absence. Absences because of

holidays and because of authorized sick leave up to 96 hours shall be excluded from this subdivision.

- B. Promotional Probation. All employees serving in a regular position who are promoted to a position in a classification with a higher salary range shall serve a probationary period of 1040 working hours (pro-rated for regular part-time employees) from the date of promotion. Under no circumstances shall an employee serve a promotional probationary period greater than 1040 working hours (pro-rated for regular part-time employees)
1. Absence. Any absence from work shall cause the employee's probationary period to be extended by the number of hours of such absence. Such absences shall be cumulative during the probationary period. The extension of the probationary period shall be based on the number of hours of such absence. Absences because of holidays and because of authorized sick leave up to 96 hours shall be excluded from this subdivision.
 2. Return to Previous Position. If an employee is not recommended for regular status because of inability to perform the duties of the position, he or she shall be entitled to return to the previous position if vacant or held by another probationary employee. If the vacant position no longer exists the employee may be offered another vacant position for which he or she is qualified. If no vacant position exists the employee shall be released from Court Service. If he or she is not recommended for regular status for any other reason, he or she shall not be entitled to be restored to the previous position.
 3. Voluntary demotion. An employee may voluntarily demote to the previously held position at any time while promotional probation, provided the previously held position has not been eliminated.
 4. An employee who is on promotional probation shall receive a written evaluation at the completion of 520 hours and 1040 hours of probation.
 5. No Right to Appeal. A probationary employee may be separated from Court service at any time during the probationary period without the right of appeal.

ARTICLE 1.06.2 - COMPLAINT PROCEDURE.

Each employee has the right to bring non-grievable issues to the attention of their supervisor without fear of reprisal. Should the employee feel that the issue is unresolved he or she may bring the issue to the Court Executive or designee for consideration. Determination that the complaint is unfounded is not a violation of this Memorandum.

ARTICLE 1.07 - RULES AND REGULATIONS:

The Union agrees that its members shall comply with all departmental or Court rules and regulations, including those relating to conduct and work performance. The Court agrees that it shall prior to implementation provide a copy of all Court rules and regulations to the Union.

ARTICLE 1.08 - NO DISCRIMINATION:

- A. **FAIR EMPLOYMENT PRACTICES - AFFIRMATIVE ACTION.** The Court and the Union agree that no person employed or applying for employment with the Court shall be unlawfully discriminated against by either party because of race, color, religion, mental or physical disability (including AIDS), medical condition (cancer related), national origin, ancestry, marital status, sex, sexual orientation, age (over 40), veteran's status, or any other non-merit factor except where such factors are determined to be bona fide occupational qualifications after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support Affirmative Action efforts, which are intended to achieve equal employment opportunity as provided for in Federal and State requirements.

- B. UNION ACTIVITIES. Neither the Court nor the Union shall interfere with, intimidate, coerce or discriminate against Court employees because of their exercising their right to form, join and participate in the activities of the Union, or exercising their right to refuse to join or participate in the activities of the Union.

ARTICLE 1.09 - PREVAILING RIGHTS:

The provisions of this Memorandum of Understanding together with all those rules (see Article 1.07) that existed prior to this Agreement which are within the meet and confer requirement, shall constitute the wages, hours and terms and conditions of employment for employees in classifications subject to this Memorandum.

ARTICLE 1.10 - SCOPE OF THE AGREEMENT:

The parties acknowledge that during the negotiations which preceded this Memorandum each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, for the life of this Memorandum, the Court and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this Memorandum, or with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met, conferred and signed this Memorandum, unless specifically provided for elsewhere in this Memorandum.

ARTICLE 1.11 - UNION VISITATION:

The Court agrees to grant no more than two paid staff of the Union at a time, the right to contact Court employees during their duty period. It is intended that, when feasible, such contacts will be made during breaks or lunch periods. The Court Executive Officer shall be notified of such activities and such contact shall not interfere with public service or safety requirements.

ARTICLE 1.12 - UNION REPRESENTATIVES:

- A. Negotiators. The Union shall be allowed to designate up to two (2) employees within the unit to serve as negotiators with the Court. The Union shall provide the Personnel Office with the name, classification, and the assigned department of each of the negotiators. The Union agrees that a Division within the Court is only required to release one (1) employee to serve as a negotiator. Should any changes or alternates be appointed after the original list is established, the Union shall advise the Personnel Office. Employees designated as unit negotiators shall be granted release time with pay from scheduled duties to meet with the Court's Chief Negotiator when the employee has given advance notice to their supervisor.
- B. Shop Stewards. The Union shall have the right to establish shop stewards as follows.
1. The Union agrees to notify the Court Personnel Office of the names, classifications, and departments of their designated stewards, which shall not exceed two (2) in number, including one (1) Chief Steward. The Union shall notify the Personnel Office of any changes to the original list.
 2. A reasonable amount of time will be granted the employees and the steward to handle initial grievances and appeal procedures. After notifying his/her immediate supervisor, a shop steward shall be permitted to leave his/her work area during working hours to assist in the investigations, initial preparation, and presentation of grievances. The steward shall advise the Supervisor of the grievant of his/her presence and shall be permitted to discuss the problem with any and all employees immediately concerned, and if appropriate, attempt to achieve a settlement in accordance with the grievance procedure.
 3. Only the Steward, or one representative of the Union, will be granted release time with pay to accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, in the department where the steward has responsibility as a steward.

ARTICLE 1.13 - BULLETIN BOARDS:

A reasonable number of bulletin boards shall be made available to the Union upon which the Union may post notices of meetings, elections, appointments, results of election, recreation and social affairs, classes, seminars and other matters pertaining to the employee and Union affairs. Materials relating to local, state or national political elections shall not be posted. Material that is derogatory to any Court employee shall not be placed on bulletin boards. The Union may at its own expense, install and maintain separate bulletin boards in designated areas with the approval of the Court Executive Officer..

ARTICLE 1.14 - DISTRIBUTION OF UNION MATERIALS:

- A. The Union shall have the right to distribute materials to its members through normal Court channels. Employees may receive E-mail from the Union and/or its court representative regarding unit functions and meetings which affect court staff provided that a copy is sent to the Court Executive Officer and the Assistant Court Executive Officer.
- B. No material shall be distributed which is derogatory toward any Court officer or employee.
- C. The Court Executive Officer shall have final authority to revoke this right if any provision of this Memorandum of Understanding is violated by the Union.

ARTICLE 1.15 - USE OF COURT FACILITIES:

Court facilities shall be made available upon timely application for use by employees and the Union to meet to discuss issues within the scope of representation. Use of such facilities shall be on the employee's own time, unless approved in advance by the Court Executive Officer or designee.

ARTICLE 1.16 - AVAILABILITY OF INFORMATION:

The Court and the Union shall make available to each other non-confidential information pertaining to employee-employer relations. In January of each year, the Court shall provide the Union a list of all employees covered by this memorandum. The list shall be in a mutually agreed upon format. The Union shall be provided monthly updates to the list.

ARTICLE 1.17 - DEFINITIONS:

"Day or Days" shall mean calendar day or days, unless specifically defined as otherwise in the individual Articles of this Memorandum.

"Emergency" means any unforeseen circumstance requiring immediate action: any sudden, unexpected happening, an unforeseen occurrence or condition.

"Employee" means a person in a Regular Full-Time or a Regular Part-Time position in a classification for which the Union is the exclusive bargaining representative.

"Temporary Employee" shall mean a person employed in a position intended to be occupied on less than a year around basis to cover seasonal peak work loads, emergency work loads of limited duration, necessary vacation and sick leave relief, and other situations involving a fluctuating staff.

"Limited Term Employee" shall mean a person employed in a position that is a program specific position that is funded predominantly by other than the general fund. The allocation for such position shall automatically end when either the program ends or the funds supporting the position are no longer available. A limited term employee shall have all the rights and benefits of a regular employee, excepting that Article 6.01 and Article 6.02 shall not apply to limited term employees. Limited Term positions shall be converted to regular positions after eighteen months.

"Regular Full-Time Employee" shall mean a person employed in a position established on a permanent year round basis requiring work on a regular schedule of forty (40) hours per work week or averaging 40 hours per week for employees on a 9/80 schedule.

"**Regular Part-Time Employee**" shall mean a person employed in a position established on a permanent year round basis averaging less than forty (40) hours per work week, but more than twenty (20) hours per work week on a continuing yearly basis.

ARTICLE 1.18 - COURT COMMITTEES:

The Court Executive Officer may establish Court committees requiring the participation of employee representatives. Paid release time shall be authorized for employee representatives when committee meetings are required during working hours.

ARTICLE 1.19 – ANNUAL MOU TRAINING:

Employees will be authorized 2 hours of release time to attend Union conducted annual MOU training. There will be one training session offered in the morning and one training session offered in the afternoon. The training will be conducted by the Union in Willows and in Orland on a day mutually agreed upon by the Court and the Union.

ARTICLE 2.0 - INSURANCE.

ARTICLE 2.01 - HEALTH INSURANCE COVERAGE.

The Court shall make available a variety of Health Plans.

ARTICLE 2.01.01 - CONTRIBUTIONS.

ARTICLE 2.01.01 A EMPLOYEES.

Employees shall be responsible for the payment of any monthly premium amounts in excess of the Court's contribution. These payments will be made in two equal installments on the first and the second pay period of each month.

The employees' premium payment shall be made by payroll deduction.

Employee premium payment may be made through an IRC Section 125 arrangement.

An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave up to a period of twelve (12) months in accordance with the health insurance contract provisions.

Article 2.01.01 B Court.

The Court shall contribute towards the health insurance premium as follows:

Employee only — \$226.10
Employee + 1 — \$509.80
Employee + 2 — \$680.01

Effective April 10, 2005, and for the term of this agreement the Court shall contribute towards the health insurance premium for employees in this unit as follows:

EE only – 100% of Blue Shield Access HMO
EE + 1 - 90% of Blue Shield Access HMO
EE + 2- 80% of Blue Shield Access HMO

Effective on April 10, 2005 and for the term of this agreement an employee who elects not to participate in the health insurance program shall receive \$125.00 each month to be paid in equal installments in the payroll for the first and second pay period of each month

ARTICLE 2.02 - DENTAL PLAN.

- A. The Court shall make available a dental plan for covered employees and their dependents.
- B. The Court shall pay 100% of the employee premium for this plan.
- C. The employee shall pay 100% of the dependent premium. Should the dependent premium contain the employee premium as a component of a composite, the Court shall pay an amount equal to the Court's contribution to the employee only premium. Employee premium payment may be made through an IRC Section 125 arrangement as provided for in the base agreement with each Union.
- D. The employees' premium payment shall be made by payroll deduction
- E. Employee premium payment may be made through an IRC Section 125 arrangement.
- F. An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave up to a period of twelve (12) months in accordance with the dental insurance contract provisions.

ARTICLE 2.03 - VISION PLAN.

- A. The Court shall make available a vision plan for covered employees and their dependents.
- B. The Court shall pay 100% of the employee's premium.
- C. The employee shall pay 100% of the dependent premium. Should the dependent premium contain the employee premium as a component of a composite, the Court shall pay an amount equal to the employee only premium.
- D. The employees' premium payment shall be made by payroll deduction.
- E. Employee premium payment may be made through an IRC Section 125 arrangement.
- F. An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave up to a period of twelve (12) months in accordance with the vision insurance contract

ARTICLE 2.04 - LIFE INSURANCE:

The Court agrees to maintain a Group-Term Life Insurance policy with a value of \$25,000 for employees in this unit. Employees may purchase supplemental life insurance.

ARTICLE 2.05 - DISABILITY INSURANCE:

The Court agrees to provide a short term disability insurance program for members of this unit. The Court agrees to pay the premium for Employee coverage in the short-term disability plan during the term of this agreement. This plan will pay 66 2/3% of a covered employee's base salary up to a maximum of \$490 per week for a period of 52 weeks. (Refer to the Plan Document for Plan specifics).

While on Short-Term Disability an employee will be entitled to the following benefits:

1. Earn one month's normal accrual of vacation for the first 30 days. This accrual is credited to the employee's vacation account when the employee returns to work or when the employee terminates, whichever occurs first.
2. Earn one month's normal accrual of sick leave for the first 30 days. This accrual is credited to the employee's sick leave account when the employee returns to work.
3. Earn Holiday Pay during the first 26 weeks.
4. The Court will continue paying the employer's contribution to Group Insurance during the first 26 weeks.

ARTICLE 3.01 - WORK WEEK:

The work period for employees in the General Unit shall be set by the Court. Normally, the work period is the seven day period beginning 12:00 A.M. on Sunday and ending at 11:59 P.M. the following Saturday. Subject to the approval of the Court Executive Officer and the affected employee(s) may, by mutual agreement, establish the workweek as any contiguous seven-day period.

The Court Executive Officer may require employees to temporarily perform services in excess of forty (40) hours per workweek when public necessity and/or convenience so requires.

Work breaks (commonly called coffee breaks) shall not exceed 15 minutes each during the first and the second halves of the employee's normal assigned daily work schedule for full-time employees. The employee's supervisor shall determine when the work break shall be taken. For part-time employees a work break not to exceed 15 minutes shall be granted at the mid point of the employees normal assigned daily work schedule provided that the employee is scheduled to work four (4) consecutive hours or more. Work breaks shall not be accumulative.

Meal breaks are to be taken without pay approximately half way through the employee's assigned daily work schedule. The employee's supervisor shall determine when the lunch break shall be taken. The amount of time specified for the meal break shall be determined by the appropriate supervisor, but shall not normally be less than 30 minutes or more than one (1) hour per assigned work schedule. Should a supervisor require an employee in the Union to work during their meal break the individual shall be compensated at their regular straight time rate for such time worked.

ARTICLE 3.02 - SCHEDULING:

No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency.

ARTICLE 3.03 - OVERTIME:

Employees shall receive payment for overtime in excess of forty (40) paid hours within the seven- (7) day work period. Paid hours shall include only those hours actually worked by the employee. For the purposes of this article time work shall be defined as time actually at work, paid vacation and paid sick leave. Overtime hours shall be compensated at 1-1/2 times the employee's regular rate of pay

ARTICLE 3.04 - COMPENSATION:

All Regular Full-Time and Regular Part-Time employees covered by this agreement shall be paid in accordance with the attached schedule titled "APPENDIX A".

ARTICLE 3.05 - PAY FOR WORK IN HIGHER CLASSIFICATION:

Employees assigned temporary duties of a higher job classification shall be paid the rate of pay equivalent to the first step "A" or at least 5% more than the employees regular assignment while working in the higher job classification retroactive to the first hour after they have performed the duties five days. This provision shall be limited to situations where the employee in the lower class is assigned all or most of the duties of

the higher level position. Assignment to work in a higher class for vacant positions shall not exceed 60 days except by mutual agreement or in those instances where an incumbent has been selected for the vacant position, but the incumbent cannot report due to commitments to the former employer.

ARTICLE 3.06 – LONGEVITY PAY

The Court shall provide a Longevity differential of 5% above the employee's base rate of pay for those regular full-time employees represented by this unit who have completed fifteen (15) consecutive years of employment with the Court. For individuals hired on or before April 1, 2004, time spent in the employ of Glenn County shall qualify as Court time for the purpose of calculating eligibility for this benefit.

ARTICLE 3.07 - PAY

ARTICLE 3.07.1 - PAY PERIODS:

Employees in this unit shall be paid bi-weekly in accordance with the pay schedule published by the Courts.

ARTICLE 3.07.2 - DIRECT DEPOSIT:

Employees shall be paid by direct deposit to a financial institution able to receive electronic funds transfer through the Federal Reserve System. When the Court Executive Officer, after consulting with the affected employee, determines that payment through Direct Deposit is not feasible, an alternate method of payment may be used.

ARTICLE 3.08 - MILEAGE REIMBURSEMENT:

The mileage reimbursement rate shall be paid at the cents per mile reimbursement rate established by the Administrative Office of the Courts.

ARTICLE 4.01 - SICK LEAVE:

Regular employees shall accrue .0462 hours of sick leave with pay for each scheduled hour in a paid status, not to exceed regularly scheduled hours. All unused sick leave may be carried forward into each ensuing year.

Sick leave shall only be paid upon approval of the Court Executive Officer in the case of illness of the employee.

All employees may be required to submit evidence in the form of a physician's certificate if such absence exceeds 3 working days or; with advanced notice to the employee, when the Court Executive Officer deems necessary.

Sick leave may be used to care for an ill member of the immediate family. Immediate family shall mean spouse, child, stepchild, stepparent, parent, grandparent, parent-in-law, brother-in-law, sister-in-law, brother or sister. Not more than twelve (12) days, (96 hours) of sick leave per calendar year shall be utilized under this paragraph.

Sick leave shall not be authorized when any of the following conditions exist: (A) Disability arising from willful misconduct; (B) Sickness or disability sustained while on leave of absence without pay; (C) Inability to work because of illness due to intemperance.

Sick leave may be used for medical and dental office appointments when absence during working hours for this purpose is authorized by the department head. Employees are requested to secure medical and dental appointments on their own time, but where this is not possible, appointments shall be secured to reduce to a minimum the time away from work.

At the discretion of the Court Executive Officer, an employee may be allowed to make up a sick leave absence of less than four (4) hours within that workweek. Make up hours only shall be at the straight time rate regardless of the number of hours worked in the week. Employees agreeing to utilize this section waive their rights to overtime under Article 3.03.

An employee who is on a regularly scheduled vacation and becomes ill may use sick leave for the period of disability providing a physician certifies as to the disability. An employee shall notify the employee's supervisor immediately of such illness.

No payment for accumulated sick leave shall be made upon termination of employment except as provided for in Article 5.01 C.

If, in the opinion of the department head, an employee is unable to satisfactorily perform the duties because of injury or illness, the Court Executive Officer may require such an employee to be examined by a physician designated and paid by the Court to determine if the employee can properly and safely perform the job.

A pregnant employee shall be permitted to utilize accumulated sick leave for illness or disability caused or contributed to by pregnancy, miscarriage, abortion, and childbirth or for recovery from any of the foregoing.

An employee who is retired or to be retired due to disability shall no longer be eligible to accrue sick leave benefits, effective on the date of permanent disability.

SICK LEAVE ABUSE: Individuals who consistently call in sick on Monday or Friday or the day before or after a three day week-end, vacation or holiday, or who have thirteen or more days of sick leave taken in a twelve month period without documentation from a physician shall be considered to have abused sick leave

ARTICLE 4.02 - MEDICAL LEAVE/FAMILY AND MEDICAL LEAVE ACT (FMLA)/FAMILY CARE LEAVE - CALIFORNIA FAMILY RIGHTS (CFRA):

A. **Eligibility.** An employee is eligible for leave under the FMLA or CFRA provided the employee:

1. Has been employed by the Court for at least 12 months, and
2. Has been employed for at least 1250 hours of service during the 12 month period immediately preceding the commencement of the leave.

B. **Reasons.** Leave is permitted for the following reasons:

1. The birth of a child of an employee, and to care for a newborn;
2. The placement of a child with an employee in connection with the adoption or foster care of a child by an employee;
3. To care for a child, parent or a spouse who has a serious health condition; or
4. Because of a serious health condition that makes the employee unable to perform the functions his/her position.

C. **Leave Entitlement.** An eligible employee is entitled to a total of 12 work weeks of leave during any 12-month period. This 12-month period will be measured backward from the date the employee has requested the leave under the FMLA or CFRA. Employees married to each other are limited to a combined benefit of 12 work weeks when leave is taken because of the birth of a child or placement of the child with the employees for adoption or foster care. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement. A female employee's right to take pregnancy disability leave is not impacted by either the FMLA or the CFRA. Such employees can take the maximum leave provided by both the pregnancy leave law and the medical leave laws.

- D. **Pay Status While on FMLA or CFRA leave.** Leave under the FMLA or CFRA is unpaid; however,
1. Sick leave must be used for an employee's own serious illness, and
 2. Vacation may be used for an employee's own serious illness when sick leave is exhausted and for all other leaves taken under either FMLA or CFRA.
- E. **Health Plan Coverage.** During family and medical care leave the employee's coverage under the Court provided group health plan will be treated the same as if the employee had been continuously employed during the leave period.
- F. **Employee's Status While On Family Or Medical Leave.** While on family or medical leave an employee retains "employee" status. The leave does not constitute a break in service for purposes of longevity, and or seniority. An employee returning from leave shall return with no less seniority for purposes of layoff, recall, promotion, job assignment and seniority related benefits such as vacation.
- G. **Medical Certification Required To Support A Request For Family Or Medical Leave.** Employees who request leave must provide written certification from the health care provider of the individual requiring care. The medical certification that an employee is needed to care for a family member encompasses serious health conditions of the family member. If the leave request is because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of the employee's position. The medical certification must be submitted on the forms developed by the Court. Failure to provide the medical certification within 14 calendar days of the request for leave will be grounds for the denial of the leave.

ARTICLE 4.03 - INDUSTRIAL (WORKER'S COMPENSATION) LEAVE

- A. **Entitlement to Sick Leave Payments.** Any employee covered by this agreement, who is required to be absent from work because of illness or injury arising out of, and in the course of, his or her employment shall receive sick leave payments equal to the difference between his or her base salary and the weekly temporary disability benefits, up to the amount of his or her accumulated sick leave time. Such payments shall be made on the basis of a prorated charge to sick leave based on the difference between the employee's base salary and the weekly compensation benefits. Such prorated charges to sick leave will be made to the nearest one-quarter (1/4) hour.
- B. **Use of Vacation Benefits.** When sick leave is exhausted, the employee shall be placed on vacation status until any accumulated vacation time is exhausted. Such charges against accrued vacation time shall be on the same formula set forth in paragraph (A), above.
- C. **Accrual of Benefits.** An employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, shall retain his/her other employee status and continue to accrue benefits while receiving temporary disability indemnity in accordance with paragraphs A or B, above.
- D. **Leave of Absence without Pay.** Should the employee be unable, or unwilling, to return to work after exhausting both accumulated sick leave and vacation, the Court shall grant the employee a leave of absence without pay until such time the employee is released to return to work or the employee is declared permanent and stationary or a compromise and release is signed, whichever occurs first. While on leave of absence without pay, seniority and benefits shall not accrue.
- E. **Sick Leave or Vacation Time Used Pending Determination of Industrial Disability.** If an employee has used sick leave or vacation pending a determination as to whether an illness or injury is industrial, and it is later determined that the employee is entitled to industrial disability leave, the use of sick leave and vacation will be calculated in accordance with paragraphs A and B, above. Once calculated the excess amounts of sick leave and vacation time will be restored to the employee's account. The employee must

pay the Court the dollar amount equal to the restored sick leave or vacation time out of the moneys received from the industrial disability claim, or sign over to the Court the equivalent insurance payments received for that time period while on full pay from the Court. The amount of disability payments received coupled with the employee's pro rated use of sick leave or vacation time must not exceed one hundred percent of the employee's normal weekly compensation.

ARTICLE 4.04 - BEREAVEMENT LEAVE:

Bereavement leave with pay because of death in the employee's immediate family shall be granted not to exceed 40 hours for each instance. However, the Court Executive Office may authorize more than 40 hours leave based on extenuating circumstances, but all such leave in excess of 40 hours shall be charged to the employee's regular accumulated sick leave. Immediate family shall mean spouse, child, stepchild, stepparent, parent, grandparent, brother or sister, parent-in-law, grand parent-in-law, step-parent-in-law, brother-in-law, sister-in-law or any individual who resides in the employee's household.

ARTICLE 4.05 - TEMPORARY CLOSING LEAVE:

- A. If an emergency situation for which the Court Executive Officer or designee deems it necessary to temporarily close an affected Court facility in order to protect the health and safety of Court employees, the Court Executive Officer shall authorize pay for time not worked by employees in this unit subject to the limitations of this Article.
- B. Employees shall be credited with pay for scheduled hours not worked under this Article, provided all of the following conditions are met:
 - 1. The affected facility is the employee's normal work site.
 - 2. The employee was scheduled to work and was placed on leave pursuant to this Article by the Court Executive Officer as a direct result of the facility closure.
- C. Total hours compensated, including those hours compensated under this Article, shall not exceed the employee's scheduled hours for that day.
- D. While an employee is on Temporary Closing Leave they must be available for recall and shall remain fit for duty.
- E. This Article shall not apply to employees who were in a Leave (both paid and non-paid) status on the date of the closure.
- F. If the closure extends beyond one business day this Article shall apply only to the first day of the closure.

ARTICLE 4.06 - VACATION:

Accrual Schedule. Regular employees shall accrue vacation credit according to the following schedule:

0 -2 full years	—	.0424 hours per scheduled hour in a paid status, not to exceed regularly scheduled hours (Up to 88 hours per year)
3 -11 full years	—	.0616 hours per scheduled hour in a paid status, not to exceed regularly scheduled hours (Up to 128 hours per year)
11-19 full years	—	.0808 hours per scheduled hour in a paid status, not to exceed regularly scheduled hours (Up to 168 hours per year)
After 19 full years	—	.1000 hours per scheduled hour in a paid status not to exceed regularly scheduled hours (Up to 208 hours per year)

Maximum Accruals. Regular employees shall be permitted to accrue vacation not to exceed an amount equal to two times their annual accrual, except as provided otherwise in compensation for excess accruals.

Compensation for Excess Accruals. Employees who are unable to take their scheduled vacation due to unusual and extenuating Court needs shall, upon request, or determination by the Court Executive Officer be compensated for all vacation hours accrued each month in excess of two times their annual accrual.

Minimum Usage. The Court Executive Officer may require an employee to use up to one half of the vacation hours the employee accrued in that year.

Compensation Upon Termination. Upon termination of their service or employment, an employee shall be entitled to a lump sum payment for any unused or accumulated vacation time to their credit as of the date of termination.

Scheduling. Vacations shall be scheduled by request of the employee and approval of the Court Executive Officer or designee. Approval will depend on whether the request can be accommodated within the Court's workload requirements.

During certain times of the year when numerous vacation requests are received, the possibility exists that not all requests can be granted. Generally, vacation requests will be accommodated according to the needs of the Court and the priority of the requests received. Employees that submit a written vacation request shall be given a written response to their request within 20 working days of the request being given to their supervisor.

Date Earned. Vacation is vested as accrued.

ARTICLE 4.07 - CATASTROPHIC ILLNESS/INJURY LEAVE SHARING PROGRAM:

The Court will provide for a voluntary Leave Program as follows:

- A. **General.** This program is established as an employer sponsored voluntary leave sharing arrangement by which one regular Court employee may donate vacation time to another regular Court employee who is experiencing a catastrophic illness or injury; subject to the conditions set forth by this program. This program is not available to extra-help employees or to employees with less than 6 months Court service. This program is not available to employees who have been placed on notice for abusing sick leave within the preceding twelve months of the date of request or who have been disciplined for abuse of sick leave within the preceding twenty-four months of the date of request.
- B. **Definition of Terms.**
1. ***"Catastrophic Illness/Injury"*** is a non-industrial illness/injury of more than fourteen calendar days duration to an employee which presents an undue financial burden on the employee, or is an illness/injury of more than fourteen calendar days duration to an immediate family member of the employee which requires the employee to be present to care for the family member.
 2. ***"Immediate Family Member"*** is the spouse, child(ren), and the father, mother, sister, and brother of the employee or of the employee's spouse.
 3. ***"Accrued Time Off"*** is vacation, sick leave, and compensatory time.
- C. **Responsibility.** The Court Personnel Officer and the Court Executive Officer are responsible for the administration of this program to include ensuring that all program requirements are met.
- D. **Voluntary.** Participation in this program by both donors and recipients is voluntary. No one shall be coerced, intimidated or threatened with reprisal for either participating or not participating in this program. Employees who believe that they are being forced to participate in this program shall immediately report their concerns to their Department Head, the Court Executive Officer, or the Court Personnel Officer. An investigation shall be conducted and the findings shall be communicated to the Court Executive Officer who will direct what action shall be taken based on the findings.

E. Criteria for Establishing a Leave Sharing Account for an Individual.

A leave sharing account may be established for an individual employee if the following conditions are met:

1. The employee or the employee's family member must be experiencing a catastrophic illness/injury.
2. The employee must have exhausted or will soon exhaust all of his/her accrued time off.
3. The employee has requested in writing to his/her department head that the leave sharing account be established in his/her behalf.
4. The Court Executive Officer must have approved the request for the establishment of the leave sharing account.

F. PROCEDURE FOR ESTABLISHING THE LEAVE SHARING ACCOUNT.

1. In order to establish a leave sharing account the employee requests in writing to his/her Department Head that a Leave sharing account be established in his/her behalf.
 - a. To support this request the employee must submit a completed a Physician's Statement Supporting Leave Form verifying the illness/injury. (NOTE: If the request is based on illness/injury of a family member the family member must authorize their treating physician to complete the Form and the employee must include a completed copy of the Form pertaining to the family member's illness/injury).
 - b. The employee must execute a statement authorizing the Court to publish announcements soliciting donations of leave time on his/her behalf. If the request is based on the illness/injury of a family member, both the employee and the family member must sign the authorization.
2. Upon approval, the Court Executive Officer will forward the request with all supporting documents to the Court Personnel Officer.
3. The Court Personnel Officer in conjunction with the employee will develop language for the solicitation of donations.
4. Upon agreement as to the language of the solicitation, the Court Personnel Officer will distribute to all Departments a copy of the solicitation of donations for distribution to all department employees.

G. CRITERIA FOR DONATIONS.

1. Donations must be for 4 or more hours in whole hour increments.
2. Donations must be of vacation accruals only.
3. Donors must have a minimum of 80 hours of accrued time-off credited to their account after the donation is made.
4. Donations can only be made to an employee for whom a leave sharing account has been established.
5. Donations must be made to a specific employee.
6. Donations will be deducted from the donor's account based on the donor's effective base hourly rate of pay.
7. Donations will be credited to the recipient's account based on the recipient's effective base hourly rate of pay.
9. Donations once made are irrevocable and remain credited to the recipients account.

10. TAXATION.

- a. Donations made under this program are considered by the Internal Revenue Service to be non-taxable and are not imputed to the donor's gross income.
- b. Recipients will be taxed on the donations received as they are used in the same manner as any other paid time-off.

H. PROCEDURE FOR PROCESSING DONATIONS.

1. Donations will be made only to individuals for whom a leave sharing account has been established on the form designated by the Personnel Department.
 2. Donors will complete the donation form and send the form to the Personnel Department in a sealed envelope.
 3. The Court Personnel Officer or his designee will review all donations to ensure that they meet the criteria set forth in this policy.
 4. The Court Personnel Officer or designee will hand deliver the donation forms to the payroll office for processing.
 5. The payroll office will process donations concurrent with the processing of payroll.
 6. Donation information is to be treated as confidential information by all parties who process the donations. Failure to maintain this confidentiality could result in disciplinary action.
 7. Total donations received by an individual cannot exceed the lesser of, the amount needed to cover the absence or 2080 hours.
- I. COORDINATION WITH SHORT TERM DISABILITY (STD) INSURANCE. If an individual who receives donations under this program is also eligible to receive payments under the Court sponsored STD Insurance, all vacation credits received under this program must be exhausted before payment under STD is made.

ARTICLE 4.08 - HOLIDAYS:

- A. Court employees shall be subject to the holiday schedule established by the Judicial Council. A copy of the holiday schedule shall be provided the Union when it is received by the Court.
- B. These enumerated holidays are vested so that no matter which day of the week they may occur, employees will be paid for them, or receive compensable time off. Employees in Regular Part-Time positions shall accrue and be eligible for holiday benefits as such part-time classification bears to Regular Full-Time service.
- C. Employees required to work on a designated holiday will be paid in accordance with ARTICLE 3.03.
- D. An employee must be employed the last working day before and the first working day after the holiday in order to receive holiday compensation. Employees on leave without pay shall not accrue holiday benefits.
- E. Employees in this unit shall be authorized one floating holiday per year which must be scheduled in advance with the Court Executive Officer.

ARTICLE 4.09 - JURY DUTY:

Regular employees summoned for attendance to any Court for jury duty shall be deemed to be on duty and shall be entitled to their regular pay, provided they deposit their fees for such service, exclusive of mileage, with the Court Finance Office.

ARTICLE 4.10 - WITNESS LEAVE:

- A. Regular employees called as a witness arising out of and in the course of their Court employment shall be entitled to their regular pay, provided they deposit their fees for such service, exclusive of mileage, with the Court.
- B. Regular employees who appear in Court as a witness in a private matter shall not be entitled to receive their regular pay during such absence, but may use accrued vacation for this purpose.

ARTICLE 5.01 - RETIREMENT:

- A. Regular employees of the Court shall be members of the Public Employees' Retirement System as provided by law and the terms of the contracts in effect between the Court and the Public

Employees' Retirement System. Unless required to do so by law, Court shall not revise any benefit provided by the Retirement System to employees or to any other person when such revision will change present or future retirement system contributions by employees subject to this Agreement; however, such benefit change may be made when agreed to by certified representatives on behalf of employees represented by the Union.

- B. The Court shall pay 100% of the employee's contribution to PERS for all employees in the classifications listed on Appendix "A".
- C. The Court has contracted with CalPERS for Section 20965 Credit for Unused Sick Leave. This provides a credit of .004 year of service credit for each day (8 hours) of unused sick leave.
- D. The Court has implemented CalPERS 2.5% @ 55 benefit for employees in this unit.

ARTICLE 5.02 - UNION SUPPLEMENTAL RETIREMENT:

The employees covered by this agreement shall be participants in the Laborers' International of North America, National (Industrial) Pension Fund. The Court agrees to contribute to this fund the amount \$57.60 per employee per month.

ARTICLE 5.03 - DEFERRED COMPENSATION:

The Court agrees to offer a Deferred Compensation Program to employees represented by the Union.

ARTICLE 5.04 - VOLUNTARY PAYROLL DEDUCTION:

The Court agrees to maintain an IRC Section 125 Voluntary Payroll, before tax deduction, account. Items to be included in this account may be additional life insurance, disability income protection, employee health and hospitalization insurance, long term nursing and custodial care, catastrophic insurance coverage, and other types of deductions that qualify under the Internal Revenue Service Code System.

ARTICLE 6.01 - SENIORITY:

The Court shall recognize Classification Seniority as set forth herein.

- A. "**Classification Seniority**" means the amount of regular service performed by the employee in the classification and higher classifications since the most recent date of hire, less all absences from employment for which no compensation is received.
- B. "**Continuous Service**" means the amount of continuous employment by the employee, less all absences from employment in excess of thirty (30) calendar days for which no compensation is received.
- C. Extra help and temporary employees shall not accrue seniority.
- D. "**Probationary Employee**". A probationary employee shall have seniority rights, and shall accrue seniority from the date of hire.

ARTICLE 6.02 - LAYOFFS:

- A. A layoff may become necessary because of any temporary or permanent shortage of work, lack of funds, material change in organization or for any other valid reason. A formal reallocation of a position which results in the elimination of or reduction of the full-time equivalent of that position shall be deemed to be a layoff for purposes of this section.
- B. Layoff Procedures. Layoffs shall be made on the basis of classification seniority.

- C. Notice of Layoff. The Court shall give the employee and the Union a written layoff notice at least fourteen (14) calendar days prior to layoff.
- D. Reduction in Hours, Bumping and Demotion in Lieu of Layoff. Regular employees who are to be laid off shall have the right to bump an employee of lesser seniority in a class in which they previously held regular status within the department. If there are two or more employees to be laid off and they opt to exercise this right and request to bump to the same position, then the employee with the greatest classification seniority shall have the right to fill such position. If the classification seniority of these employees is equal, then the employee with the greatest continuous seniority shall have the right to fill such vacancy.
- In the case of the reallocation of a position from full time to part time, employees shall have the option of being laid off or to accept a reduction in hours in lieu of layoff.
- E. Promotion to Former Classification. Employees demoted in lieu of layoff shall receive first consideration for promotion when a vacancy occurs within their department at their former classification.
- F. Re-Employment. Employees laid off shall be given first consideration for rehire to their former classification, even if already rehired in another class, in their department for a period up to two years from the date of layoff. The Court will notify laid off employees of Court vacancies.
- G. Classification Abolished. If the previous classification of an employee has been abolished all such time spent in that classification shall count towards the classification seniority of the present classification.

ARTICLE 6.03 - LOSS OF SENIORITY:

An employee loses all seniority when:

- A. The employee quits.
- B. The employee is discharged.
- C. The employee, when on layoff, fails to return to work within three calendar days after having been notified by the Court by certified mail, return receipt requested, sent to the employee's last known address, to return to work; provided, that if the employee is employed elsewhere and is required to give notice of resignation, the employee must so notify the Court within three calendar days after the Court's notice, and must return to work within fourteen (14) calendar days after receipt of the Court's notice.
- D. The employee is laid off for twenty-four (24) consecutive months.
- E. The employee is absent from work and fails to contact the Court within two working days regarding the reason for such absence, unless it is impossible to do so.
- F. The employee does not report to work immediately upon expiration of a leave of absence.

ARTICLE 7.01 - DISCIPLINARY ACTION:

The Court Executive Officer may take disciplinary action for cause against any employee who has permanent status. This article shall not apply to employees dismissed while on probation. As used in this section, "disciplinary action" means dismissal (except dismissal for medical reasons), demotion, reduction in pay, or suspension without pay.

ARTICLE 7.01.01. Cause for Discipline.

Conduct which shall be deemed to constitute cause for discipline shall include, but not be limited to the following:

1. Falsification of any document, including any document in a case file, an application, a physical examination questionnaire, time record, or personnel record, including falsification by omission;
2. Inattention to duty, carelessness, damage to, or negligence in the care and handling of Court property;
3. Altering, falsifying, tampering, removing, or destroying records without permission;
4. Insubordination;
5. Dishonesty;
6. Theft;
7. Violating conflict of interest rules;
8. Interfering with the work performance of others;
9. Discourteous treatment of the public or other employees;
10. Harassment, including, but not limited to, sexually harassing employees or members of the public;
11. Being under the influence of, using, or possessing alcohol or illegal substances on Court property or while conducting Court business;
12. Gambling on Court property or while conducting Court business;
13. Leaving work without authorization;
14. Unauthorized possession of weapons on Court property or while conducting Court business;
15. Conviction of any felony, or misdemeanor committed while engaged in the performance of duties. A plea or verdict of guilty, or a plea of nolo contendere, to a charge of a felony or a misdemeanor is deemed to be conviction within the meaning of this section;
16. Misuse of Court funds or property;
17. Violation of any policy contained in this MOU or the Court Personnel Manual;
18. Violation of any provision contained in the Court Employee's Code of Ethics;
19. Excessive and/or unexcused absences/tardiness, or the claim of sick leave under false pretenses;
20. Absence from duty without leave, failure to report after leave or absence has expired, or after such leave or absence has been disapproved, revoked, or canceled, abandonment of job;

21. Acceptance of any bribe, gratuity, kickback, or other form of remuneration in addition to regular compensation with an attempt to influence the action or opinion of an employee in the performance of the employee's duties;
22. Failure to maintain necessary employment standards of position, e.g. drivers license, professional certification or license, etc.;
23. Outside employment that might create the appearance of a conflict of interest or bring discredit on the Court;
24. Behaving in a violent or threatening manner.
25. Sleeping during work hours (excluding authorized breaks (not to exceed fifteen minutes) and authorized meal breaks);
26. Incompetence;
27. Inefficiency;
28. Inexcusable neglect of duty;
29. Improper political activity as defined in the Government Code;
30. Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment; and
31. Violation of any statute or Rule of Court.

ARTICLE 7.01.02 Notice of Intent.

The Court Executive Officer or designee may initiate disciplinary action against an employee for just cause by serving upon the employee a written notice of intent to impose disciplinary action. The notice of intent shall be served upon the employee either personally or by mail and shall include (a) a statement of the nature of the disciplinary action, (b) a statement of the causes therefore, (c) a statement in ordinary and concise language of the acts or omissions upon which the causes are based, (d) copies of all documents and materials upon which the action is based, (e) a statement advising the employee of the right to respond to the notice of intent before disciplinary action is taken within seven (7) calendar days of the date of service, orally, or in writing, or both, (f) a statement advising employees that if disciplinary action is imposed, they may appeal such action to a qualified arbitrator in accordance with Government Code Section 71653 b through f by filing a written request to the Court Executive Officer for arbitration within ten 10 working days of the imposition of discipline.

Service of the notice shall be made in person or by U.S. Postal Service Certified Mail, return receipt requested. If mail is undeliverable or rejected, such notice shall be considered delivered as of the final attempt to deliver by the U.S. Postal Service or the date service is refused by the addressee.

Notwithstanding the above, the Court Executive Officer or their designee may immediately remove an employee from their work place or Court property when it is deemed necessary for the safety and protection of citizens and other Court employees and place the employee on paid administrative leave.

ARTICLE 7.01.03 ACTION WITHOUT RESPONSE TO NOTICE

If the employee does not respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action.

ARTICLE 7.01.04 CONSIDERATION OF RESPONSE

If the employee responds to the charge(s) within the time specified in the notice of proposed disciplinary action, the Court Executive Officer shall consider the employee's response and all of the information upon which the charge(s) is based. The Court Executive Officer shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension, a termination, or a demotion/reduction in pay the employee may appeal such determination in writing within ten (10) calendar days of the date that the Court Executive Officer issued the determination. If no such appeal is filed in a timely manner the disciplinary action shall stand.

ARTICLE 7.01.05 HEARING TO REVIEW THE DISCIPLINARY ACTION.

In the event that the employee in a timely manner files an appeal as described in paragraph 7.01.04, above, an evidentiary appeal hearing within the meaning of Government Code section 71653 b through f will take place.

ARTICLE 7.01.06 SELECTION OF THE ARBITRATOR:

The Court Executive Officer and the employee or the Union representative will select an arbitrator by mutual agreement, if possible. In the event there is no agreement on the selection of an arbitrator, the parties will make a joint request for a panel of seven (7) qualified arbitrators from the American Arbitration Union or the State Mediation & Conciliation Service. After receipt of the panel of arbitrators, each party will strike one arbitrator at a time, and the remaining person on the list shall be accepted as the arbitrator. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.

ARTICLE 7.01.07 ARBITRATOR'S AUTHORITY:

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms and conditions of this agreement, nor any rules, policies or procedures.

ARTICLE 7.01.08 REVIEW OF THE ARBITRATOR'S REPORT AND RECOMMENDATION.

The decision of the hearing officer shall be reviewed as provided in Government Code sections 71654 (a) through (d)

ARTICLE 7.02 - GRIEVANCE AND APPEALS PROCEDURES:

A. **PURPOSE.** The purpose of the procedure established by way of this agreement is to provide a systematic means to:

1. Keep channels of communications open between all persons employed by the Glenn County Superior Court;
2. Resolve problems and differences between employees and management through discussions; and
3. Settle unresolved employee disputes and complaints in a reasonable manner of fair hearings.

B. **SCOPE.** The procedure established herein is limited in application to complaints of unfair or improper treatment in Court employment and to matters specifically involving the interpretation or application of this agreement, Court rules, policies or ordinances.

Specifically excluded from this procedure are the following:

1. Matters within the Employee Relations Policy adopted by resolution of the Board of Supervisors.
2. Court Rights as specified in Article 1.05 of this agreement.
3. Appeals from disciplinary action as defined in accordance with Article 7.01 of this agreement.

- C. RIGHT OF PARTICIPATION. Any employee or group of employees shall have the right to present grievances under these procedures without fear of reprisal.
- D. REPRESENTATION. Any employee or employees shall be given reasonable time off without loss of pay to participate in the steps of this procedure.
- E. GRIEVANCE PROCESS.
1. The following is a series of steps, each a succeeding higher level of review. Every effort is to be made by all who participate in the process to find acceptable solutions to the problems involved at the lowest and earliest possible step in the process.
 2. Procedures to be observed:
 - (a) The word "employee" as used in the various steps shall mean the employee and his/her representative. The grievant shall be present at all steps in the process.
 - (b) Any written forms required of the employee at any step shall be provided by the Personnel Office. The contents of the form shall be mutually agreed upon by the Court and the employee Union.
 - (c) The word "day" as used in the Steps of the Grievance procedure shall mean "working days".
 - (d) Should a grievant fail at any time to proceed to the next step, within the established time limits, the grievance shall be terminated.
 - (e) Time limits in this procedure may be waived or extended by mutual written consent of both parties.

STEP I - INFORMAL MEETING WITH SUPERVISOR

1. An employee who believes he/she has cause for grievance shall give notice to the immediate supervisor, within ten (10) days following the incident, or after the employee would be reasonably expected to have knowledge of the incident, in an attempt to settle the matter. If a meeting is necessary, it shall be scheduled by the supervisor within three (3) days. If a meeting is scheduled, the supervisor has up to seven (7) days to respond after the date of the meeting. Otherwise, the response is due within the seven (7) day period after the supervisor is made aware of the grievance.
2. If, after discussions with the immediate supervisor, the employee believes that the grievance has not been satisfactorily adjusted, the grievance shall be reduced to writing and the employee may then proceed to Step II.

STEP II - COURT EXECUTIVE OFFICER

1. If the grievance is not settled to the employee's satisfaction at Step I, the employee may file a written appeal with the Court Executive Officer to whom the aggrieved employee's immediate supervisor reports no later than 10 days after the immediate supervisor has responded to the grievance at Step I. Within seven (7) days of receipt of the appeal, a hearing shall be held. If requested by either party, the aggrieved employee, Union Representative, and the employee's immediate supervisor may attend the second step hearing.
2. The grievance form shall be filled out, signed by the aggrieved employee and his/her representative with the date and time of presentation affixed thereto. The Court Executive Officer shall sign the form as received with the time affixed thereto.
3. The grievance form shall include the following:
 - (a) A statement of the grievance clearly indicating the question raised by the grievance and the section(s) of the agreement that is violated; and
 - (b) The remedy or correction requested.
4. The Court Executive Officer shall give a written answer to the grievance within seven (7) days from the date of the hearing. This written answer shall include a complete statement of the Department Head's position and the facts upon which it is based.

The Court Executive Officer's answer shall include the following:

- (a) A complete statement of the Department Head's position and the facts upon which it is based, if available; and
 - (b) The remedy or correction which has been offered, if any.
5. If the grievance is not settled satisfactorily at Step II, the employee may appeal the grievance to the Court Personnel Office in writing within ten (10) days from receipt of the Step II decision.

STEP III ARBITRATION

1. The request for the appeal to arbitration must be given in writing to the Court by the employee or employee representative within fifteen (15) days from the date of receipt of the third step decision. The Court Personnel Office and the Union representative will select an arbitrator by mutual agreement, if possible.
2. In the event there is no agreement on the selection of an arbitrator, the parties will make a joint request for a panel of seven (7) qualified arbitrators from the State Mediation & Conciliation Service. After receipt of the panel of arbitrators, each party will strike one arbitrator at a time, and the remaining person on the list shall be accepted as the arbitrator.
3. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms and conditions of this agreement, nor any rules, policies or procedures. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.

The arbitrator shall render a decision within 30 days after the conclusion of the hearing. The decision of the arbitrator shall be subject to review as provided for in Government Code Sections 71654 a through d. The employee may appeal the finding as provided in Government Code Section 71655.

4. All fees and expenses of the arbitration shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.
5. A court reporter shall not be required for the Arbitration proceedings, but may be requested by the Court, the Union, or the Arbitrator.
 - (a) If the services of a court reporter are requested by the Arbitrator, the costs shall be borne equally by the Court and the Union.
 - (b) If the services of the court reporter are requested by the Court, the costs shall be borne by the Court.
 - (c) If the services of the court reporter are requested by the Union, the costs shall be borne by the Union.

ARTICLE 7.03 - DISMISSAL FOR MEDICAL REASONS:

An employee dismissed for medical reasons shall be afforded due process rights equivalent to those granted in Article 7.01.

ARTICLE 8.01 - SPECIAL PAY ADJUSTMENT:

Upon consultation with the Union, the Court reserves the right to increase salaries and/or benefits over and above the existing terms and conditions of this agreement for any job classification for the purpose of recruitment and retention of personnel.

ARTICLE 8.02 - BI-LINGUAL-PAY:

The Court shall provide Bi-lingual pay at \$1.00 dollar per hour provided the employee have both demonstrated proficiency in the language to the satisfaction of the Court Executive Officer and that the

Court Executive Officer requires them to use a foreign language in the course of their employment. Payment of bilingual pay is at the sole discretion of the Court Executive Officer. Assignment or non-assignment of bilingual duties is excluded from Article 7.02 Grievance.

ARTICLE 9.01 - CONCERTED ACTIVITIES:

- A. It is understood and agreed that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to faithfully perform job functions and responsibilities, or other interference with the operations of the Court by the Union or by its officers, agents, or members during the term of this agreement.
- B. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the Court by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- C. The Court agrees that during the term of this agreement, it will not "lock-out" Union represented employees.

ARTICLE 10.01 - SEVERABILITY:

If any article or section of this agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of articles or sections should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall, if possible, enter into the meet and confer process for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 11.01 - LEGISLATIVE COST INCREASES

Should the California Legislature enact legislation benefitting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the Court beyond those which exist at the time this Agreement is executed, the parties agree to re-open this agreement for the limited purpose of determining how such increase costs are to be paid. "Legislation benefitting employees or immediate families of employees" includes but is not limited to pensions or other retirement benefits, workers compensation or other disability programs, sick leave, holidays, other paid leaves, uniform or clothing allowances, training, certification or educational incentive compensation.

ARTICLE 11.02 - STATUS OF CERTAIN BENEFITS OF THE EMPLOYEES OF THE COURT.

It is recognized by both the Court and the Union that the status of Court Employee's benefits is in transition. It is recognized that certain benefits may be directly affected by County Employee Negotiations. It is agreed that employees governed by this MOU shall accept the outcome of those County negotiations. It is also understood that during the term of this MOU that certain benefits currently tied to the County may be severed through legislation or other regulatory action.

ARTICLE 11.03 - SALARY STUDIES.

It is agreed by the parties that when salary comparisons are undertaken the comparable classifications in the Courts in the following counties will be surveyed: Butte, Colusa, Shasta, Sutter, Tehama, Yolo and Yuba

ARTICLE 12.01 - COURT PERSONNEL POLICIES:

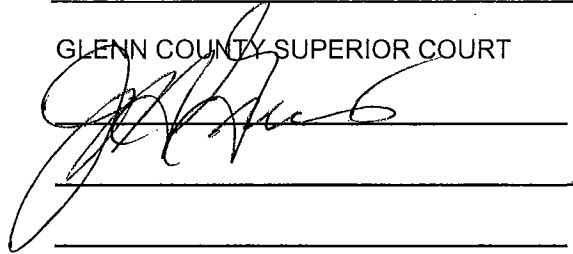
If any portion of this agreement is in conflict with the Court's Personnel Policy (excluding the Employer-Employee Relations Policy), then this agreement takes precedent.

ARTICLE 12.02 - DURATION OF AGREEMENT:

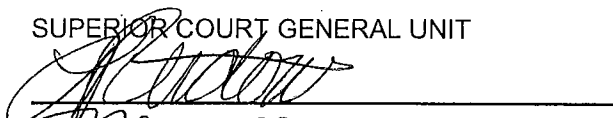
The articles in this agreement shall be effective and shall remain in full force and effect until midnight, June 30, 2007.

- END -

GLENN COUNTY SUPERIOR COURT



SUPERIOR COURT GENERAL UNIT



Norma Raygoza


DATE: April 25 2005

DATE: April 25, 2005

UNION RATIFICATION

Approved by the Court General Unit (UPEC LOCAL 792 on this 5th day of April 2005.

April 25, 2005
DATE



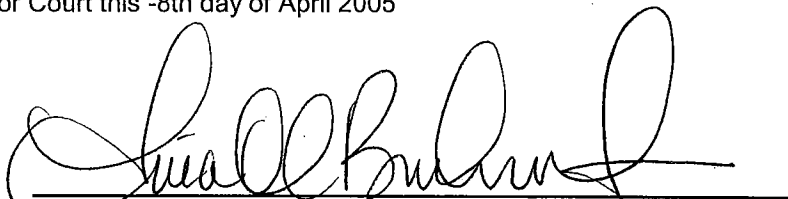
Christopher Darker, Chief Negotiator, UPEC Local 792

COURT APPROVAL

Approved by the Glenn County Superior Court this -8th day of April 2005

Reference No. _____

4/26/05
DATE



Tina M. Burkhart Court Executive Officer, Glenn County Superior Court

Superior Court General Unit - UPEC LOCAL 792

APPENDIX 'A' LIST OF CLASSIFICATIONS AND RANGES

CLASSIFICATION	RANGE	HOURLY RATE STEP E
COURT LEGAL PROCESS CLERK I	214	\$13.09
COURT LEGAL PROCESS CLERK II	229	\$14.12
COURT LEGAL PROCESS CLERK III	249	\$15.58
COURT LEGAL PROCESS CLERK IV	269	\$17.25

Superior Court General Unit - UPEC LOCAL 792

APPENDIX 'A' LIST OF CLASSIFICATIONS AND RANGES

Effective April 10, 2005

CLASSIFICATION	RANGE	HOURLY RATE STEP E
COURT LEGAL PROCESS CLERK I	220	\$13.46
COURT LEGAL PROCESS CLERK II	235	\$14.56
COURT LEGAL PROCESS CLERK III	255	\$16.05
COURT LEGAL PROCESS CLERK IV	275	\$17.77

Superior Court General Unit - UPEC LOCAL 792

APPENDIX 'A' LIST OF CLASSIFICATIONS AND RANGES

Effective July 1, 2005

CLASSIFICATION	RANGE	HOURLY RATE STEP E
COURT LEGAL PROCESS CLERK I	224	\$13.76
COURT LEGAL PROCESS CLERK II	239	\$14.85
COURT LEGAL PROCESS CLERK III	259	\$16.39
COURT LEGAL PROCESS CLERK IV	279	\$18.09

Superior Court General Unit - UPEC LOCAL 792

APPENDIX 'A' LIST OF CLASSIFICATIONS AND RANGES

Effective January 1, 2006

CLASSIFICATION	RANGE	HOURLY RATE STEP E
COURT LEGAL PROCESS CLERK I	230	\$14.19
COURT LEGAL PROCESS CLERK II	245	\$15.29
COURT LEGAL PROCESS CLERK III	265	\$16.92
COURT LEGAL PROCESS CLERK IV	285	\$18.67

Superior Court General Unit - UPEC LOCAL 792

APPENDIX 'A' LIST OF CLASSIFICATIONS AND RANGES

Effective January 1, 2007

CLASSIFICATION	RANGE	HOURLY RATE STEP E
COURT LEGAL PROCESS CLERK I	236	\$14.63
COURT LEGAL PROCESS CLERK II	251	\$15.73
COURT LEGAL PROCESS CLERK III	271	\$17.42
COURT LEGAL PROCESS CLERK IV	291	\$19.24

SIDE LETTERS

Side Letter A

It is agreed by the parties that the Courts will meet with the Union regarding the safety of the Orland Court offices in May of 2005.

Side Letter B

It is agreed by the parties that the Courts will work with the Union jointly on establishing personnel policies to be implemented on June 1, 2005.

November 2, 2005

Christopher D. Darker
Business Manager
Glenn County Superior Court Unit
1860 Park Marina Drive
Redding, California 96001

Tina Burkhart,
Court Executive Officer
Glenn County Superior Court
526 West Sycamore Street
Willows, CA 95988

STIPULATED SETTLEMENT

This constitutes a complete settlement of the grievance filed by Norma Raygoza, C.S.M.C.S Case # ARB 04-3205, of the Glenn County Superior Court on March 1, 2005.

The parties agree that:

1. With regards to employee performance evaluations rendered from January 1, 2005 through April 30, 2005:
 - a. All employees who received a "Satisfactory" rating in all elements may submit their own written personal comments regarding their performance and accomplishments during the rating period. The comments will be identified as being submitted pursuant to the settlement of C.S.M.C.S. Case # ARB 04-3205. These comments must be submitted not later than December 12, 2005.
 - b. The employee's supervisor will meet with each employee who submits their written comments as provided in paragraph a, above, to discuss these comments should the employee so desire.
 - c. The employee's supervisor will review the comments and forward them for inclusion in the employee's personnel file as an attachment to the evaluation.
2. With regard to employee performance evaluations submitted beginning May 1, 2005:
 - a. The Memorandum of Understanding between the parties shall be complied with.
 - b. If there are circumstances which cause a deviation from the timeline established in the MOU the employee's supervisor will generate a Memorandum to the employee with a copy to the Court Executive Officer and the Union giving the reason or reasons why the evaluation timeline cannot be met and a projected date on which the evaluation will be completed.
 - c. Evaluations will be forwarded to the Personnel Department for filing in the permanent file no later than ten days after signing by the employee.

The parties agree that this agreement resolves this grievance and all claims arising out of this grievance.

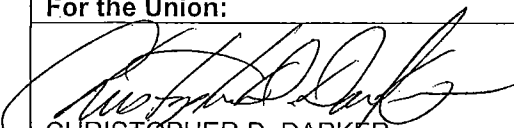
The Arbitrator shall retain jurisdiction through April 30, 2006, to resolve any disputes that arise out of this agreement that cannot be resolved by the parties.


BOREN CHERTKOV
ARBITRATOR
11/2/05

The undersigned agree to the above stipulations

For the Union:

For the Department


CHRISTOPHER D. DARKER
Business Manager


TINA BURKHART
Court Executive Officer

