

2004-2007

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LASSEN**

AND THE

**UNITED PUBLIC EMPLOYEES OF CALIFORNIA
LOCAL 792, LIUNA, AFL-CIO**

**TRIAL COURT EMPLOYEES
PROFESSIONAL UNIT**

**LASSEN COUNTY SUPERIOR COURT
MEMORANDUM OF UNDERSTANDING**

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

In accordance with the provisions of Government Code 71634.2, representatives of the Superior Court of California, County of Lassen (hereinafter referred to as Court) met and conferred with representatives of the employee organization (UPEC) and the following agreement was made on wages, hours and other terms and conditions of employment.

1. GENERAL PROVISIONS

1.01 Parties to the Memorandum

This memorandum has been entered into between the Court and the court employees organization represented by UPEC (hereinafter referred to as employee organization).

1.02 Validity of Memorandum

Should any portion of this memorandum or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, the remaining provisions of this memorandum shall remain in full force and effect.

1.03 Ratification

It is agreed that this memorandum of understanding is of no force or effect until ratified and approved by the Superior Court of California, County of Lassen.

1.04 Recognition

UPEC is hereby recognized as the employee organization for those employees who are represented by said organization occupying job classifications listed on Attachment A.

1.05 Payroll Deductions

It is mutually agreed that the Court will, during the term of this memorandum, deduct monies and remit to the employee organization as authorized by the employee payroll deduction.

1.06 Agency Shop

Pursuant to the terms of Government Code Section 71632, the employees in this unit have elected an agency shop provision. Employees in this bargaining unit shall be required as a condition of employment to pay to the employee organization either monthly dues or an amount determined by the employee organization in lieu of the monthly dues if not a member of the employee

organization. Employees who fail to comply with this requirement shall be subject to termination.

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting recognized employee organizations shall not be required to join or financially support any recognized employee organization. Such employee may be required in lieu of agency fee payment to pay equal sums to a nonreligious, non-labor charitable organization fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.

The employee organization shall comply with all federal and state requirements set forth in the *Hudson v. Chicago Teachers Association*, and subsequent cases as a condition of the continuation of this provision. Further, the employee organization agrees to indemnify from all judgment, fees and costs and save the Court harmless from any and all claims brought by any employee regarding the enforcement of this provision.

2. RESPECTIVE RIGHTS

2.01 Employee Rights

Employees of the Court shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Employees of the Court shall also have the right to refuse to join or participate in the activities of employee organizations and employment relations with the Court.

Neither the Court nor the employee organization shall interfere with, intimidate, restrain, coerce or discriminate against an employee because of the exercise of their rights under this article.

2.02 Employee Organization Rights

Subject to the right of employees to represent themselves individually:

- A. The employee organization shall have the right to be heard as the representative of the employees in the unit for which it is recognized regarding such employment matters as wages, hours and other terms and conditions of employment except that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by the Court.
- B. The employee organization shall have the right to receive reasonable written notice of any rule, resolution or regulation proposed for adoption by the Court which directly relates to matters within the scope of

representation proposed to be adopted by the Court and the opportunity to meet and confer with the Court prior to such adoption.

Notwithstanding any of the foregoing requirements, in cases of emergency, as contemplated by Government Code Section 71634.1(b), when the Court determines that a rule, resolution or regulation must be adopted immediately without prior notice to or consultation with the employee organization, the Court shall provide such notice and an opportunity to meet and confer at the earliest practicable time following the Court action.

C. The Court will provide the employee organization with the actual dues amount and salary for each member, along with a membership roster, with each dues check.

2.03 Employee Organization Representatives

The employee organization will notify the Court Executive Officer of the names of employee organization representatives selected to represent the organization, prior to any formal meet and confer session. A reasonable number of representatives will be allowed reasonable time off without the loss of compensation when formally meeting and conferring with designated Court representatives on matters within the scope of representation.

The employee organization may designate one shop steward to service more than one bargaining unit represented by UPEC. The name of the designated steward shall be provided to the Court Executive Officer. The designated shop steward shall be entitled to a reasonable amount of release time to assist employees with disciplinary and grievance matters provided that reasonable advance notice is given to the appropriate supervisor and there is no compelling operational need that would prohibit such release. The designated shop steward shall be entitled to utilize Court telephones and copy machines for their representational activities relating to disciplinary and grievance matters. Such rights for release time and use of Court equipment shall not be abused and shall not otherwise interfere with the normal operation of the Court.

2.04 Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights and functions are retained and vested in the Court, including but not limited to the right: to discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, and recall to work employees; to determine the personnel, methods means and facilities by which operations are conducted; to set the starting and quitting times; to determine the merits and administration of the court system; to coordinate, consolidate and merge the court and support staff; to decide issues relating to automation, including, but not limited to fax filing, electronic recording and implementation of information systems; to design,

construct and locate court facilities; to deliver court services; and to establish the hours of operations of the Court.

The Court recognizes that notwithstanding its right to make certain decisions regarding Court operations as set forth above, Government Code Section 71634(c) may require it to bargain over the impact of the decision upon the bargaining unit members.

3. GRIEVANCE PROCEDURE

3.01 Grievance Definitions

“Grievance” is defined as a dispute that arises over the interpretation, application or alleged violation of the memorandum of understanding or rules, resolutions or regulations. Excluded from the grievance procedure are disciplinary actions such as termination, suspension or reduction in rank. Additional matters excluded from the grievance procedure are:

- A. Position classification matters, including content of job descriptions;
- B. Promotion matters; and
- C. Wages, benefits or working conditions subject to meet and confer process.

3.02 Grievance – Procedure

The Court recognizes that early settlement of grievances is essential to sound employee-employer relations. Therefore, every effort will be made to resolve grievances at the earliest possible level. There shall be no reprisals for the filing of a grievance or representation of the grievant. Time is of the essence and may only be waived in writing. Failure on the part of the grievant to proceed to the next step of the process shall terminate the process. If the supervisor does not respond in writing within the appropriate time limits the matter shall automatically move to the next step of the grievance procedure.

- A. Procedure
 - 1. Step I - Discussion with Immediate Supervisor. The grievant shall first discuss the grievance with his/her immediate supervisor. The discussion shall be held within ten working days of the date of the event giving rise to the complaint or the date the action could reasonably have been expected to be known to the grievant. Failure to do so will render the grievance null and void. The employee must identify the matter being discussed as a grievance. It is the intent of this step that at least one personal conference be held between the aggrieved employee and the immediate supervisor. The immediate supervisor shall respond in writing to the grievant within five working days of the discussion with the grievant.

2. Step II – Formal Written Grievance . In the event that the employee is dissatisfied with the response of their supervisor, they shall file a written grievance with the Court Executive Officer within five working days of their receipt of the supervisor’s response. The grievance shall state specifically which provision(s) of the MOU have been violated, the facts upon which the alleged violation is based, and the remedy that the employee desires. The Court Executive Officer shall meet with the employee (and representative if requested) within ten working days of the receipt of the grievance to discuss the grievance. The Court Executive Officer shall render a written decision within ten working days of the meeting. The written decision shall include the basis for making the decision. The decision of the Court Executive Officer is final.

4. DISCIPLINE AND DISCHARGE PROCEDURES

4.01 Definitions

For purposes of this policy, the following terms shall have the meanings indicated:

1. Confidential employee – Any employee who has access to or is privy to decisions of court management affecting employee relations or who stands in a confidential relationship with a judge.
2. Limited-term employee – Any employee hired for a specified employment period.
3. Managerial employee – Any employee with responsibility for administering or formulating court policy or programs and/or the authority to hire, evaluate, assign work to, promote, reward, fire, suspend, transfer, or discipline other employees or responsibly direct their work or to adjust grievances or to effectively recommend such action.
4. Part-time employee – Any employee who is regularly scheduled to work 20-40 hours per week.
5. Probationary employee – Any employee who has not successfully completed his or her introductory probationary period.
6. Professional employee – Any employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including but not limited to, attorneys.
7. Regular employee – Any employee who has successfully completed the probationary period.

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6. Professional employee – Any employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including but not limited to, attorneys.
7. Regular employee – Any employee who has successfully completed the probationary period.

8. Temporary employee – Any employee who is not a regular full-time or regular part-time employee. A temporary employee may work a full-time, part-time, or as-needed work schedule. Temporary employees are not intended to displace regular employees.

4.02 Exclusions

Subordinate judicial officers, court executive officer, assistant/deputy court executive officer, limited-term, probationary, and temporary employees, are excluded from this policy.

4.03 Discipline and Discharge Standards

Disciplinary actions will usually follow a progressive discipline procedure. Progressive discipline will normally include one or more reprimands (oral and/or written) and/or a suspension before a termination is imposed. However, deviations from this procedure may occur whenever the court determines that circumstances warrant that one or more steps in the progressive discipline procedure be skipped. Accordingly, circumstances may warrant an immediate suspension or termination.

With the exception of layoffs for organizational necessity, discipline, up to and including termination, shall be for cause. For purposes of this policy, “for cause” shall have the same meaning as that set forth in Government Code section 71651(b).

Examples of misconduct that may lead to discipline for cause include, but are not limited to, the following:

1. Misstatement of facts contained in the employee’s application/resume or otherwise during the hiring process;
2. Falsifying or making a material omission on any court document (e.g., time card, court records);
3. Disclosure of confidential information;
4. Insubordination;
5. Excessive absence/tardiness or absence without leave;
6. Discourteous or rude conduct;
7. Possessing or bringing firearms, weapons, or hazardous or dangerous devices onto court property;
8. Being at work while under the influence of alcohol or illegal drugs, or possessing illegal drugs while on court property;

9. Theft of court property or unauthorized possession of property that belongs to the court or another employee;
10. Misconduct;
11. Unsatisfactory job performance; or
12. Violation of any court rule, policy, procedure, or code.

4.04 Minor Discipline

When the court has decided to take disciplinary action consisting of a suspension without pay of five days or less or written reprimand, the affected employee shall be given written notice of the disciplinary action. The notice of disciplinary action shall include (a) the action taken, the date it will be effective, and the specific grounds and particular facts upon which the disciplinary action is being taken; (b) the materials upon which the action is based or a statement indicating where the materials upon which the action is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his or her right to appeal in the manner set forth in this section.

Within ten calendar days of the date an employee receives a written reprimand, he or she may submit a written response to the reprimand, which will be maintained in the employee's personnel file along with the reprimand.

1. Step I - Within 10 calendar days of the date the employee received the disciplinary notice, the employee may file a written appeal with a court manager. The court manager shall schedule a meeting with the employee and, where applicable, his or her representative, to discuss the appeal. Within 10 days after that meeting, or such longer period as the court manager may determine is required to investigate the matter, the court manager shall provide the employee with a written response to the appeal.
2. Step II - If the employee is not satisfied with the step one response, he or she may appeal to the court executive officer. The appeal must be submitted within 10 days of the step one response and shall consist of the employee's step one appeal, the step one response, and a statement from the employee explaining his or her disagreement with the step one response. The court executive officer shall schedule a meeting with the employee and, where applicable, his or her representative, to discuss the appeal. Within 10 days after that meeting, or such longer period as the court executive officer may determine is required to investigate the matter, the court executive officer shall provide the employee with a written decision regarding the appeal. The step two decision shall be final and binding.

9. Theft of court property or unauthorized possession of property that belongs to the court or another employee;
10. Misconduct;
11. Unsatisfactory job performance; or
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If an employee does not in a timely manner file an appeal at either step one or step two, the right to appeal shall be considered waived.

4.05 Major Discipline

1. Notice of Discipline/Discharge

When the court is considering taking disciplinary action consisting of a suspension without pay for more than five days, a termination, or a demotion/reduction in pay, the affected employee shall be given written notice of the proposed disciplinary action. The notice of proposed disciplinary action shall include (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his or her right to respond, either orally or in writing, to the charge(s), by the date specified in the notice.

The court may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave.

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.

If the employee does respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the court shall consider the employee's response and all of the information upon which the charge(s) is based. The court 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 10 calendar days of the date that the court issued the determination. If no such appeal is in a timely manner filed, the determination of disciplinary action shall stand.

2. Hearing to Review Disciplinary Decisions

In the event that an employee in a timely manner files an appeal as described in section 1 above, an evidentiary due process hearing

within the meaning of Government Code section 71653 will take place.

Within 10 days of the date that the employee files the notice of appeal, the court and the employee, or if the employee is represented, the employee's representative, shall attempt mutually to agree on an experienced labor arbitrator to serve as the Government Code section 71653 impartial hearing officer. The parties may extend this date by mutual consent. If the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service.

The proceedings shall conform with the provisions of Government Code sections 71653 (b) through (f).

The arbitrator's report shall be limited to the issue of whether "cause" existed for the discipline imposed. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any of the court's rules, policies, or procedures.

Court witnesses released to testify at the hearing under Government Code section 71653(c) shall be released with pay, unless the employee makes prior arrangements to use accrued vacation time.

3. Review of Hearing Officer's Report and Recommendation
The decision of the hearing officer shall be reviewed as provided in Government Code section 71654 (a) through (c).

Review of the Hearing Officers' recommendation shall be by the Court Executive Officer who shall make the final decision unless the Court Executive Officer initially imposed the discipline in which case the Presiding Judge shall review the recommendation and make the final decision.

5. SALARY AND RELATED MATTERS

5.01 Salary Increase

Professional Unit employees shall receive the following salary increases during the term of this memorandum of understanding.

2004-2005 **Effective July 1, 2004, employees shall receive an increase equal to the percentage increase allocated by the Administrative Office of the Courts to Lassen County Superior Court designated as Negotiated Salary Increase (NSI) funds for the year 2004 – 2005.**

2005-2006 **Effective July 1, 2005, employees shall receive an increase equal to the percentage increase allocated by the Administrative Office of the Courts to Lassen County Superior Court designated as NSI funds for the year 2005 – 2006.**

2006-2007 **Effective July 1, 2006, employees shall receive an increase equal to the percentage increase allocated by the Administrative Office of the Courts to Lassen County Superior Court designated as NSI fund for the year 2006 - 2007.**

A. At the time Lassen County Superior Court receives a Negotiated Salary Increase allocation, if requested, the court will meet and confer with the employee organization to discuss the application of the funds towards salary and/or benefits.

5.02 Placement of New Hires on the Salary Range

New hires shall be placed at the first step of the salary range for the position/classification for which the employee is hired. If the court executive officer concludes that qualified applicants cannot be recruited successfully at the first step, the court executive officer may authorize an appointment at a higher step of the range.

5.03 Advancement within Salary Range

Salary increases (i.e., advancement to higher steps within the salary range) will be granted to regular employees on the basis of individual performance. Generally, employees will progress to the next higher step upon completion of six months of employment in which the employee has demonstrated at least satisfactory performance and on the recommendation of the employee's supervisor.

Eligibility for advancement will be an on annual basis thereafter until the employee reaches the maximum salary step of the appropriate salary range

5.04 Promotion

An employee promoted to a position/classification in a class with a higher salary range maximum may be paid either at the minimum rate of the new salary range or at such other step of the new salary range as will provide the next higher dollar amount above his or her former salary. An employee who is promoted shall have a new salary anniversary date that is the effective date of his or her promotion.

- 5.05 Salary Adjustment on Upward Reclassification
The change of an employee's current position title to a class having a higher salary range maximum is an upward reclassification. Whenever the position is reclassified to a class with a higher salary range maximum and the incumbent is selected for the reclassified position, the salary of each employee in that position on the effective date shall be increased to the corresponding step in the new salary range. An employee whose salary is adjusted based on an upward reclassification of his or her position shall have a new salary anniversary date that is the effective date of the reclassification.
- 5.06 Salary Adjustment upon Transfer
An employee transferred from one position to another in the same class shall be compensated at the same step in the salary range as he or she previously received. A transfer will not affect the employee's salary anniversary date.
- 5.07 Salary Adjustment on Lateral Reclassification
The change of an employee's current position title to a class having the same salary range maximum is a lateral reclassification. Whenever the position is reclassified to a class with the same salary range as the previous class and the incumbent is selected for the reclassified position, the salary rate and the salary anniversary date of the employee shall not change.
- 5.08 Salary Adjustment upon Demotion
An employee demoted to a position in a class with a lower salary range maximum shall have his or her salary reduced to a step in the lower range. The specific step in the lower range shall depend on the circumstances related to the demotion and upon the employee's employment record. In the case of nondisciplinary demotions, the employee's salary shall be adjusted to the highest step in the new class that does not exceed the salary received in the former class. An employee who is demoted shall have a new salary anniversary date that is the effective date of his or her demotion.
- 5.09 Salary Adjustment on Downward Reclassification
The change of an employee's current position title to a class having a lower salary range maximum is a downward reclassification. Whenever a position is reclassified to a class with a lower salary range maximum, the salary of each incumbent on the effective date shall be set at the same salary rate that he or she was receiving on the former range, and the employee's salary anniversary date shall not change. If the employee's salary is greater than the maximum step of the lower salary range, the salary shall be frozen until such time as the range maximum is increased and exceeds the employee's salary.
- 5.10 Salary Adjustments for Longevity
Employees who have completed county/court service in an overall satisfactory manner shall be recognized for such service to the court as follows:

- A. A five percent (5%) salary increase upon ten (10) years of full-time continuous service.
- B. A five percent (5%) salary increase upon fifteen (15) years of full-time continuous service.
- C. A five percent (5%) salary increase upon twenty (20) years of full-time continuous service.

All years of service will be counted for service credit except that time spent not working and during which paid leave is not being used.

6. HOURS OF WORK, OVERTIME AND RELATED MATTERS

6.01 Hours of Work

Eight hours will constitute a day's work for all full-time, regular employees.

- 1. Except as may otherwise be provided in this section, the official workweek of the Court shall be five days of eight hours each. It shall be the duty of the Court Executive Officer or designee to arrange the work of the Court so that each employee therein shall work not more than five days in each calendar week, except that the Court may require an employee to temporarily perform services in excess of five days a week or eight hours in a day, when public necessity or convenience so requires.

6.02 Rest Breaks

Each supervisor is empowered to grant to Court employees rest periods during the working hours of the day not to exceed fifteen minutes within any four consecutive hours of work.

6.03 Overtime

If, in the judgment of the supervisor, work beyond the normal workday and/or workweek is required of any employee, he/she may authorize such overtime.

A. Compensating Time Off and Cash Choice

Overtime hours worked shall be compensated in one of the following ways for time worked in excess of forty (40) hours in any work week.

- 1. Pay at one-and-one half times the employee's regular rate of pay. If the compensatory time off option is not selected, cash payment shall be the default.
- 2. Compensatory time at one-and-one half times the hours worked. Compensatory time off accumulation shall be in accordance with the Federal allowable maximum limit, currently 240 hours.

3. Accrued unused compensatory time shall be converted to cash and paid out to employees on the last payroll in June of each year. Upon written request, prior to submission of the time sheet for the last payroll in June, an employee may hold over to the next fiscal year, up to 20 hours of accrued unused compensatory time. The court's payroll department will attempt to issue a check for compensatory time separate from the regular payroll check.
- B. Overtime hours worked at the request of a judge, shall be compensated by pay at one-and-one half times the regular rate of pay, or compensatory time at one-and-one half time the hours worked regardless of actual time worked in any work week.

7. PAID LEAVE

7.01 Sick Leave

Employees other than temporary shall be entitled to fifteen working days of sick leave with pay for each year of full-time Court service. Sick leave shall accrue from the date of Court employment at the rate of one and one-fourth working day for each month or major fraction thereof served. Sick leave may not be granted in excess of the amount accrued and shall be cumulative from year to year. Part-time employees working a minimum of twenty (20) hours per week, shall accrue sick leave at the same rate as set forth above but in proportion to the total number of hours worked in any week, divided by forty (40).

- A. In the case of illness, the employee, upon request of the court executive officer, must, upon his/her return to duty, present a doctor's certificate of illness in order to be credited with sick leave. Exceptions to this provision are permissible with an approval from the court executive officer when the employee involved, for religious reasons, is opposed to the advice or assistance of a physician.
- B. No employee shall be entitled to sick leave while absent from duty on account of any of the following causes:
1. Disability arising from any sickness or injury purposely self-inflicted or caused by any willful misconduct;
 2. Sickness or disability sustained while on leave of absence other than his/her regular vacation period.

7.02 Family Sick Leave

A maximum of 60 hours of accumulated sick leave shall be allowed within any year for absence of duty while the employee cares for a family member who is ill or disabled. Immediate family is to be defined as husband, wife, parent, brother, sister, child, grandparent, grandchild, and corresponding relation by marriage. In

the event of an extended family illness, the court executive officer may allow more than 60 hours leave to be used by the employee.

7.03 Incentive Program

An annual sick leave incentive program shall be implemented whereby an employee may elect to convert sick days to vacation days on the basis of their sick leave use during a calendar year, as follows.

<u>SICK LEAVE DAYS USED ANNUALLY</u>	<u>CONVERSION RATE (TO VACATION)</u>
0	4.5
1	3.0
2	1.5
3 or more	0

7.04 Bereavement Leave

Whenever it is reasonably necessary for an employee to be absent from duty because of the death of a spouse, parent, grandparent, sibling, child or grandchild of the employee or employee's spouse, he or she may request permission from his or her supervisor to be absent for not more than five (5) working days with pay. Any time off granted shall not be charged to sick leave. Any employee with approval may use available paid leave for additional time off. The Court, at its option, may require verification of death.

Requests for leaves for the death of any other person, will be considered on a case-by-case basis and require the approval of a supervisor.

Upon separation, there will be no pay off of unused bereavement leave.

7.05 Blood Donation Leave

Each represented employee shall be allowed to receive up to two (2) hours paid time off to donate blood. The employee's supervisor may require verification of the donation.

8. VACATION POLICY

The court provides vacation benefits to eligible employees for purposes of rest and relaxation away from work.

Court employees regularly scheduled and working more than twenty (20) hours per week, other than temporary employees, shall accrue twelve (12) working days vacation with pay per year as follows:

1. Vacation for full-time employees shall accrue at the rate of:

- (a) one (1) day for each calendar month or major fraction thereof of actual service, (for the purposes of accruing vacation, paid sick time, vacation and holidays shall be counted as actual service) commencing with the date of original employment; (12 days per year).
 - (b) After five (5) years of continuous service, vacation shall accrue at the rate of one and one-quarter days (1-1/4 days) for each calendar month of service; (15 days per year).
 - (c) After ten (10) years of continuous service, vacation shall accrue at the rate of one and one-half days (1-1/2 days) for each calendar month of service; (18 days per year).
 - (d) After seventeen (17) years of continuous service, vacation shall accrue at the rate of one and two-thirds days (1-2/3 days) for each calendar month of service; (20 days per year).
2. Regular part-time employees shall accrue vacation at the rates:
- (a) set forth above, but in proportion to the total number of hours worked in any week divided by forty (40).
 - (b) Vacation shall be taken only with the consent of the supervisor/court executive officer. Such consent shall not be unreasonably denied. However, vacations may be scheduled so as to ensure that department functions are adequately staffed at all times. The court reserves the right to schedule and require vacation time off for employees who have accrued vacation time approaching 240 hours.
 - (c) Supervisors/court executive officer shall have full responsibility and discretion for setting vacation periods for all employees under their supervision. In doing so, they shall be guided by the needs of the court, the desires of the individual employee and the orderly conduct of the work and functions of each department.
 - (d) Upon separation, the employee shall receive pay for vacation time earned but which remains unused as of the date of termination.
 - (e) To be eligible to earn vacation, a regular part-time employee must regularly be scheduled and work a

minimum of twenty (20) hour per week. Vacation time earned shall accrue as set forth in this Rule.

- (f) No employee shall accrue more than thirty (30) days vacation leave. Once an employee has accrued thirty (30) days of vacation leave, such employee shall not accrue any further vacation leave until such employee's amount of accrued vacation leave is reduced below thirty (30) days. However, in no case shall employees total accrued and unused vacation exceed thirty (30) days.

9. HOLIDAYS

9.01 Personal Holiday

Employees who are employed as of December 31 shall be entitled to take personal holiday(s) in the following calendar year as prescribed by employment status.

Employees who work less than full-time will have their personal holiday(s) pro-rated.

Employees who work full-time shall be entitled to two personal holidays, available after 90 days employment.

No employee shall accrue more than four (4) days of personal holiday leave. Once an employee has accrued four (4) days of personal holiday leave, such employee shall not accrue any further personal holiday leave until such employee's amount of accrued personal holiday leave is reduced below four (4) days.

9.02 Judicial Holidays

Court offices shall be closed on the following judicial holidays (usually observed on the dates listed – the actual date is determined each year by the Administrative Office of the Courts) pursuant to CCP Sections 133-136 and GC Sections 6700-6701:

- January 1 New Year's Day
- January (third Monday) Martin Luther King Day
- February 12 Lincoln's Birthday
- February (third Monday) President's Day
- March 31 Cesar Chavez Day
- May (last Monday) Memorial Day
- July 4 Independence Day
- September (first Monday) Labor Day
- October (second Monday) Columbus Day
- November 11 Veterans' Day
- November (fourth Thursday) Thanksgiving Day

November (Friday after Thanksgiving) Day after Thanksgiving
December 25 Christmas Day

Regular full-time court employees are entitled to regular pay on the holidays listed above. In the case of part-time employees, a prorated share of the holiday time is paid at the employee's regular rate.

If any of the above, designated holidays fall on a Saturday, the preceding Friday usually is the holiday. If any of the above designated holidays fall on a Sunday, the following Monday usually is the holiday.

10. UNPAID LEAVE

10.01 Leaves of Absence Policy

The court provides leaves of absence to eligible employees in a variety of circumstances. In all cases, the court intends to comply with applicable federal and state laws.

10.02 Eligibility

There are different eligibility rules for different types of leave. Employees may be eligible for an unpaid leave of absence for work-related illness or injury, or pregnancy disability, no matter how long they have been employed by the court and no matter how many employees are at the worksite.

Employees also may be eligible for leaves of absence for personal reasons other than those described in the preceding paragraphs. Approval of such leaves will be based on considerations such as the reason for the request the court's needs, and the employee's performance/length of service with the court, and level of responsibility. The granting or denying of such leaves shall be at the discretion of the court.

10.03 Requests for Leave

As soon as an employee learns of the need for a leave of absence, the employee should submit a written request for leave to their supervisor. If the need for the leave is foreseeable, employees are required to provide at least 30 days' notice. Approval of the leave may be delayed if timely notice is not provided. If the employee learns of the need for leave less than 30 days before the leave is needed, the request must be made as soon as possible.

10.04 Benefits During Leave

An employee on a leave of absence without pay shall not receive compensation or accrue sick leave, vacation, or holiday credits. The court's contributions to the employee's retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue

certain of his or her insurance benefits at his or her own expense. Any employee requesting a leave of absence without pay may be required to utilize all of his or her accrued compensatory time-off, administrative leave, and vacation time prior to the start of the leave without pay.

10.05 Reinstatement

Upon expiration of an approved leave of absence without pay, the employee will ordinarily be reinstated to the same or comparable position he or she occupied at the time the leave was granted, unless the position has been eliminated due to a reduction in force or reorganization, or unless the employee would have been terminated for some other business reason unrelated to the leave or for any other lawful reason. However, the employee should contact their supervisor at least 14 days in advance of their return. If contact is not made, the court may delay return up to two weeks for scheduling purposes or in order to give notice to the substitute worker. Failure on the part of an employee to report to work upon expiration of the leave of absence without pay, without giving the court notice of a reason for the continued absence shall, absent special circumstances, constitute job abandonment and may result in dismissal.

11. **INSURANCE**

11.01 Health Insurance

The Court agrees to contribute the following specified amounts listed below on behalf of any employee participating in the Blue Cross EPO health insurance plan (pro-rated for part-time employees).

<u>ENROLLMENT STATUS</u>	<u>CONTRIBUTION</u>
Employee only	\$150
Employee +1	\$200
Employee +2	\$250

11.02 Flexible Benefit Plan

The Court will contribute \$300 monthly, to a flex plan to be applied to benefits described below for current employees (pro-rated for regular part-time employees):

- A. Dental coverage
- B. Life insurance above \$30,000 through 6/30/05; above \$40,000 beginning 7/1/05 through the contract term of 6/30/07**

- C. Additional contribution to health insurance
- D. Deferred compensation
- E. Supplemental insurance plans offered by the Court or approved vendors
- F. Vision insurance through the Trial Courts Benefit Plan sponsored by the Administrative Office of the Courts**

11.03 Disability Insurance

A. The Court will enroll employees in a disability insurance plan, currently State Disability Insurance, the premium is paid by employees through payroll deduction.

B. The Court will enroll employees in the Long-Term Disability insurance plan included in the Trial Courts Benefit Plan sponsored by the Administrative Office of the Courts, the premium is paid by the Court.

11.04 Life Insurance

The Court shall provide paid term \$30,000 life insurance coverage for each eligible employee through 6/30/05; coverage will increase to \$40,000 beginning 7/1/05 through the term of the memorandum of understanding.

12. RETIREMENT

12.01 Retirement Plan

The Court has a joint contract for PERS Retirement with the County of Lassen. The County has agreed to maintain its contractual arrangement with PERS to provide (2% at 55) retirement benefits.

12.02 Retirement Paid

The Court will pay one hundred percent (100%) of each represented employee's retirement contributions.

13. MISCELLANEOUS PROVISIONS

13.01 IRS Section 125

Implementation of an Internal Revenue Code Section 125 "premium conversion plan" has been instituted by the Court.

13.02 Employee Evaluations

- A. Upon completion of an employee's probationary period and then annually, the court executive officer or designee shall evaluate the performance of

Court employees. The evaluation shall be in writing on forms approved by the Court and shall give the employee an overall rating of either:

1. exceeds performance standards;
2. meets performance standards;
3. needs improvement; or
4. unacceptable performance

B. Evaluations shall be considered in approving transfers, promotions, merit increases, disciplinary actions or other personnel actions.

13.03 Employee Counseling

Whenever and wherever practicable, supervisory employees will counsel and/or verbally warn employees in private.

13.04 Reduction in Workforce

Should a reduction in the workforce be required, the court will meet and confer with the employee organization to discuss the lay off procedure to be followed by Lassen County Superior Court.

13.05 Workers Compensation

The court will continue to pay benefit premiums during workers compensation leave at the same rate paid prior to workers comp leave for a period of 365 days or until the employee is declared permanent and stationary, whichever occurs first.

13.06 Health Plan Consideration

The court is willing to consider changes to the health plan, which may be brought forward by the union. However, such consideration shall not mean the court is required to meet and confer regarding changes to health plan during the term of the agreement.

14. REOPENER

If during the life of this agreement, any benefit currently provided to court employees through the county becomes no longer available through the county, or in any other way the court is not able to secure the benefit through the county, the parties shall promptly meet and confer to discuss a replacement benefit.

15. CLOSING PROVISIONS

15.01 Agreement

The term of this agreement is July 1, 2004 through June 30, 2007. The above constitutes a full and complete agreement between the parties on all items within the scope of representation through June 30, 2007 except as otherwise

specified herein. This agreement shall remain in full force and effect from date of ratification until date of termination. No provision herein shall be modified without the express written agreement of both parties.

15.02 Signatures

This agreement was ratified by the Lassen County Superior Court General Unit employee's organization on _____ and approved by the Lassen County Superior Court on _____.

For the Lassen County Superior Court

STEPHEN D. BRADBURY, Presiding Judge

ROSEMARI REED, Court Executive Officer

For the Lassen County Superior Court General Unit of UPEC

UPEC Shop Steward

STEVE ALLEN, Labor Representative

ATTACHMENT "A"

PROFESSIONAL UNIT

Court Reporter

Family Court Mediator