

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA**

**AND THE**

**United Public Employees of California, Local 792, LIUNA**

**(SUPERVISORY UNIT)**

**May 1, 2008 through August 31, 2009**

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**ARTICLE 1 PARTIES**

- A. This Agreement is entered into by and between the Superior Court of California, County of Shasta (hereinafter referred to as "Court") and its Supervisory Unit, represented by United Public Employees of California (UPEC), Local 792 LIUNA (hereinafter referred to as "Union").
- B. Unless otherwise defined, all references to "days" shall mean calendar days.
- C. All references to CEO, Manager, or Supervisor shall include his/her designee.

**ARTICLE 2 AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this agreement, the following agents or his/her designee have been identified:

- A. Court's principal authorized agent shall be:

Court Executive Officer (CEO)  
 Superior Court of California, County of Shasta  
 1500 Court Street, Room 205  
 Redding, CA 96001  
 Telephone: (530) 245-6761  
 FAX#: (530) 225-5339

- B. Union's principal authorized agent shall be:  
 United Public Employees of California, Local 792 (UPEC)  
 1860 Park Marina Drive  
 Redding, CA 96001  
 Telephone: (530) 245-1890  
 Fax#: (530) 246-1651

**ARTICLE 3 RECOGNITION**

The Court recognizes the Union as the exclusive collective bargaining agent for all regular full-time and part-time supervisory employees (½ time or more) in the Supervisory Bargaining Unit, excluding all management, extra help, safety, and confidential employees. See Attachment A for a list of classifications covered by this Agreement.

**ARTICLE 4 TERM**

The term of this agreement is from May 1, 2008 to and inclusive of August 31, 2009 except as otherwise provided. Unless otherwise provided herein, any changes caused by the approval of this agreement shall be implemented as of the first of the payroll period immediately following its formal adoption by the Court. During the month of June of the final year of this agreement, either party may serve notice to commence negotiations on a successor agreement. If notice is served by either party negotiations shall begin no later than ~~sixty (60)~~ <sup>ninety</sup> days prior to the term of this agreement or on a later date by mutual agreement: <sup>90</sup>

**ARTICLE 5 UNION RIGHTS**

**5.1. RELEASE TIME**

- A. Board of Directors. The Union shall provide written notice to the Court of the

employees serving on the Union's governing body.

B. Stewards. The Court shall recognize two (2) employees designated by the Union as Stewards. A Court employee who is designated as a Steward shall be provided a reasonable amount of release time for meetings with Court management. After notifying his/her immediate supervisor as far in advance as reasonably possible, the Steward shall be permitted to leave the regular work area. Permission for such use of work time shall not be unreasonably withheld.

C. Meet and Confer. In meetings with Court management for the purpose of meeting and conferring with Court representatives on matters within the scope of bargaining, the Union may be represented by not more than two (2) employees unless a greater number is agreed to by the Court. Meetings shall be scheduled so as not to unreasonably interfere with the operation of the Court.

## **5.2. BULLETIN BOARDS**

In each physical building where Court employees are normally assigned, the Court Executive Officer (CEO) shall designate at least one posting space on a Court Bulletin Board for use by the Union. No posting shall be made on Court's premises on space other than that provided except for postings relating solely to social activities of the Union. Bulletin boards shall be used only to inform employees of the procedure for joining the Union, notification of meetings, internal organizational elections or other similar internal business matters. Bulletin boards shall not be used for presenting arguments, making charges, or for matters which may adversely reflect upon the effectiveness of the Court.

## **5.3. ACCESS TO EMPLOYEES/COURT FACILITIES**

The Union shall, upon request, be granted the use of general meeting space by the Court Executive Officer before or after the regular work shift, except in cases in which such permission will interfere with the duties of the Court.

A manager shall, upon reasonable advance notice, permit authorized employee representatives to contact individual employees in Court facilities during working hours if such contact is not disruptive to Court business and does not occur with undue frequency.

Membership solicitation, collection of dues, or other general organizational business shall not be conducted on Court time, nor in areas generally not open to the public except as may occur during scheduled meetings before or after a regular work shift.

## **5.4 PERSONNEL REPORTS**

The Court will provide, to the extent practicable and upon request with reasonable advance notice, the Union with the Employee Roster Index and the New Hires and Termination Listing. The Court shall provide these reports when they are published.

# **ARTICLE 6 PAYROLL DEDUCTION AND RELATED ISSUES**

## **6.1. PAYROLL DEDUCTION AUTHORIZATION**

The Union shall have regular dues and insurance premiums deducted from employee's pay warrants. Payroll deductions shall be made only upon written authorization of the individual employee on a form acceptable to the Court. The Court shall make the deductions and

provide reports of these transactions to the Union.

## **6.2. REPRESENTATION**

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in classifications in the Bargaining Unit regardless of whether or not they are dues-paying members of the Union.

## **6.3 INDEMNIFY AND HOLD HARMLESS**

The Union fully indemnifies and holds the Court, it's officers and employees acting on behalf of the Court, harmless, and agrees to defend the Court, it's officers and employees acting on behalf of the Court against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the Court under provisions of this article.

## **ARTICLE 7 COURT'S RIGHTS AND RESPONSIBILITIES**

Court retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Court and not abridged herein, include, but are not limited to the following:

- A. To manage and direct its business and personnel.
- B. To manage, control, and determine the mission of its departments, building facilities, and operations.
- C. To create, change, combine or abolish jobs, policies, departments and facilities in whole or in part.
- D. To subcontract or discontinue work for economic or operational reasons.
- E. To lay off employees.
- F. To direct the work force.
- G. To increase or decrease the work force and determine the number of employees needed.
- H. To hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees.
- I. To establish work standards, schedules of operation and reasonable workloads.
- J. To specify or assign work requirements and require overtime.
- K. To determine the hours of operation and schedule working hours and shifts.
- L. To adopt rules of conduct and penalties for violation thereof.
- M. To determine the type and scope of work to be performed by Court employees and the services to be provided.
- N. To classify positions.
- O. To establish initial salaries of new classifications after notification to the Union.
- P. To determine the methods, processes, means, and places of providing services.
- Q. To determine the merits and administration of the trial court system.
- R. To determine the extent of automation utilized by the Court, including, but not limited to, fax filing, electronic recording, and implementation of information systems.
- S. To take whatever action necessary to prepare for and operate in an emergency.

Except in an emergency, management decisions shall not supersede the provisions of this agreement. Actions taken by the Court to meet an emergency that are not in compliance with this agreement shall be in effect only for the duration of the emergency.

The exercise of such rights shall not preclude the Union from conferring with Court representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

## **ARTICLE 8       NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT**

For information on these two subjects, please refer to the Court's Personnel Rules.

## **ARTICLE 9       COMPENSATION**

### **9.1.   SALARIES**

Effective after ratification by both parties, the Court agrees to pay each member of the Unit a one-time payment of \$1250.00 prorated based upon regularly assigned hours per week as compared to a full-time assignment of forty (40) hours. Such payment shall be in-lieu of any general wage/salary increase for the 2008-2009 contract year.

### **9.2.   SALARY ADJUSTMENT**

The Court retains the right to adjust salaries upward as needed for recruitment, retention or other purposes after notice and discussion with the Union.

### **9.3.   WORK ABOVE CLASSIFICATION**

- A.   Qualification Period. When an employee is temporarily assigned to the duties of a vacant higher-level position, the employee shall, commencing on the eighty-first (81st) hour and effective the first (1st) hour receive a rate equivalent to that provided for under Court promotional rules. To be eligible for the higher rate, the employee must:
1.   Be assigned in writing by a manager with the approval of the Court Executive Officer/designee;
  2.   Be assigned for other than training purposes;
  3.   Perform the full regular duties of the higher position;
  4.   So perform for a period in excess of eighty (80) work hours without interruption; and
  5.   Reestablish his/her eligibility for a higher rate by meeting the above four criteria on a semi-annual basis.
- B.   Payment for Hours Worked. An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.
- C.   Same or Lower Level Duties. If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, s/he shall continue to receive his/her regularly established rate.
- D.   Maximum Period. Working in a vacant higher-level position for which there is no incumbent, may not exceed a six (6) month period.
- E.   Vacant Higher Level Position. A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than ten (10) workdays including vacation, sick or other forms of leave.

### **9.4.   BILINGUAL PAY**

The Court agrees to pay one position in this bargaining unit to make themselves available for non-courtroom translation purposes under the following conditions:

- A. the person must have oral and written translation skills in the Spanish language as determined by skill testing approved by the Court Executive Officer;
- B. the Court has final discretion over selection of the person to receive this assignment and its attendant compensation or to remove the assigned person, which action, by itself, shall not be considered a disciplinary action;
- C. the Court Executive Officer may add or delete positions from this assignment including the right to add to the number of positions or languages to be translated as she/he deems necessary; and
- D. the employee holding this assignment will receive \$.50 per hour for all hours actually working for the Court ("01 time"), not to include any paid or unpaid leave of absence.

## **9.5 REAL-TIME REPORTING STIPEND**

- A. Every regular court reporter hired after June 1, 2008, shall demonstrate proficiency in real time reporting by passing the test described below, shall be required to provide real time services to any bench officer upon request, and shall receive a 3% differential above his/her base pay.
- B. Any regular court reporter hired before June 1, 2008, may opt into providing real time services by signing an agreement to provide real time services and shall receive a 3% differential above his/her base pay, beginning with the first pay period after passage of the test described below.
- C. Real time services shall be provided upon request in any trial from beginning to end, and in preliminary examinations, Penal Code 1204 hearings, and Penal Code 1538.5 hearings in Department 2. Real time reporting services do not include CART reporting for the hearing impaired.
- D. Prospective new hires and incumbents opting into real time reporting shall be required to demonstrate proficiency by passing a five-minute, 180 word per minute, two-voice exam with an accuracy rate of 95% or better to receive the differential. The Court Executive Officer shall develop the test, scoring methodology and administrative guidelines in consultation with the supervising court reporter.
- E. The real time differential shall be paid on all actual hours worked ("01 time") regardless of whether real time services were provided in the pay period.
- F. Reporters providing real time services must purchase, own and maintain the hardware and software necessary to perform real time services, and shall be responsible for same up to the point of connection with the court's system. Real time reporters shall not be responsible for the court's system or any other equipment connected to it. The court may explore changing from the "Live Note" software currently used by the bench to "Bridge 2.0" or other software, but shall meet and confer prior to implementing any change in software.
- G. Real time transcripts shall only be used for the purposes permitted for rough transcripts under CCP 273(b).
- H. Any reporter hired before June 1, 2008, who opts into providing real time services may opt out so long as it is not after a trial has commenced or before a trial has concluded, and shall not receive any real time differential for the pay period in which the opt out occurs. Any reporter who opts out at any time must obtain the permission of the Court Executive Officer to opt back into providing real time services and receive the real time differential.
- I. The court reserves the right to limit or expand the number of reporters receiving the real time differential depending on court needs. The real time differential for any employee may be eliminated if the court determines there is no longer a need for the services, if the employee refuses to provide real time services upon request, or if the level of service does not meet the court's needs.

## **ARTICLE 10 HOURS OF WORK**

### **10.1. WORK PERIODS AND HOURS OF WORK**

The regular workweek shall consist of five (5) working days of eight (8) hours each from and including Sunday through the following Saturday. The first shift of the workweek shall be the first shift wherein the majority of its scheduled hours follow 12:01 AM Sunday.

### **10.2. JOB SHARING**

- A. Job sharing is defined as the assignment of a full-time workload and set of duties to two (2) employees. The employees who are sharing the workload of the full-time position must be equally familiar with and involved in the duties and responsibilities of the job. Employees who are job sharing assume the added responsibility of coordinating their workloads and schedules so as to maintain efficiency and productivity.
- B. The establishment of job sharing arrangements shall be subject to the following:
  - 1. A job sharing arrangement shall be established and approved in writing by the manager and the Court Executive Officer, with notice to the Human Resources Office and the Union.
  - 2. The manager may, at any time, cause an employee who is job sharing to revert to a standard full-time work schedule permanently or temporarily to cover the workload upon providing seven (7) days notice to the employee.
  - 3. The accrual of leave balances, such as vacation, sick leave and holiday credit, shall be based on the actual hours worked of the reduced work schedule. Employees in a job sharing assignment shall be treated as a regular full-time employee for the purposes of determining insurance benefit eligibility.

### **10.3. REST PERIODS**

When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four hours or longer. Unless otherwise approved by the department head, such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

### **10.4. MEAL PERIODS**

An unpaid meal period of up to one hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after 4 hours) of the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty mealtime shall be granted.

### **10.5. OVERTIME**

All regular full-time employees covered by this agreement shall be compensated for overtime in accordance with the following provisions:

- A. Work beyond the assigned work period described in Section B below must be expressly approved by the manager or his/her designee in advance. Unless specifically authorized in advance, employees may not begin work more than fifteen minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.
- B. All eligible employees shall be entitled to overtime compensation at a rate of one-

and-one-half (1-1/2) times each hour worked in excess of forty (40) hours in a seven (7) day work period.

- C. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation or holiday credit hours taken, jury duty hours served and paid travel time may be used to qualify for overtime compensation. All time lost as a result of a job related injury or illness will be considered as hours worked for purposes of overtime compensation.
- D. Eligible employees shall be entitled to compensatory time off or cash payment as overtime compensation. The CEO/designee shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the CEO or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.
- E. Accumulated compensatory time off shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay periods of incurring a loss of accrued leave.
- F. Upon separation from Court employment or transfer to a management classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.
- G. Unless otherwise provided, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 AM).

## **ARTICLE 11 HEALTH AND WELFARE BENEFITS**

*Notwithstanding any of the below, the Court may explore alternative health care plans including those offered by the Administrative Office of the Court (AOC) and propose a change from the current system of offering health coverage during the term of this Agreement. This includes dental, vision and other benefit plans which may be available.*

### **11.1. MEDICAL PLAN**

Employees and their eligible dependents may select medical insurance coverage from the available options under the Court-approved Medical Plans. Eligibility, participation and enrollment shall be in accordance with the requirements set forth by the Court.

### **11.2. DENTAL PLAN**

The Court will provide a dental plan for all regular full time and regular part time employees. Employees and dependents may participate in the plan in accordance with the requirements set forth by Delta Dental.

### **11.3. BENEFIT AND CONTRIBUTION WAITING PERIOD**

Eligibility for medical and dental insurance shall begin the first of the month following employment unless otherwise required by the insurance provider(s). Court contributions towards medical and dental, as provided above, shall commence the first of the month following six (6) months of employment unless otherwise required by the insurance provider(s). Employees who are otherwise eligible for insurance coverage during their first six (6) months of employment and elect such coverage shall pay the insurance premium(s) through payroll deductions. This provision shall not apply to employees recalled from layoff who were receiving the Court contributions at the time of layoff.

## 11.4 COURT CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS

The Court maximum health contributions to the medical and dental contributions during the term shall be:

<u>Category</u>	<u>Monthly Medical Contribution</u>	<u>Monthly Dental Contribution</u>
Employee Only	\$501.59	\$24.80
Employee + 1	\$609.50	\$37.67
Employee + Family	\$768.64	\$48.66

In lieu of receiving medical insurance through the plan(s) offered by the Court, an employee who certifies he/she is covered by medical insurance through another party, may opt out of Court medical coverage and shall be paid a \$125.00 per month stipend. The timing of this "Opt Out" opportunity shall be governed by the Court's carrier(s) restrictions on entering/leaving the offered plan outside of the open enrollment period. Such stipend shall be subject to applicable payroll deductions.

### 11.4.1 Adjustments to Medical Contributions

In 2009, the Court's contribution towards Medical Premium shall be adjusted to equal the full cost of the employee only premium and one-half the increase, if any, in the dependent premiums based on the PERS Choice or equivalent plan premiums for those calendar years.

### 11.4.2 Adjustments to Dental Contributions

If necessitated by a mid-term increase from the dental provider, the Court will increase its monthly contribution to the dental premium by up to \$5.00 for employee-only in 2009 should the Dental rates increase by that amount. Any rate increase beyond the \$5.00 per month shall be absorbed by the employee.

### 11.4.3 Retiree/Administration Fee

Except as provided in this Article, any additional contribution necessary for the medical and dental plans and the retiree/administrative fee shall be paid by the employee through payroll deduction. The retiree/administrative fee under the PERS Medical Plans paid by the employee shall be discontinued for this unit effective with the pay period following ratification.

### 11.4.4 Retiree Medical

- A. Unless otherwise required by the medical provider, the Court shall provide payment toward each retiree's medical/dental premiums, provided such person retires from active Court service on or after November 4, 1990, and remains uninterrupted in the medical plan provided by the Court. Such payment shall equal ten (10) per cent of such premium and only apply to retirees having a minimum of ten (10) years of Court service. Such Court service need not be continuous.
- B. Unless otherwise required by the contract(s) with the medical provider governing premium contributions for retired employees, employees hired on or after May 1, 2008 are not eligible for any retiree health benefit coverage paid by the Court and may not legally rely on such coverage.

## 11.5. VISION PLAN

The Court will provide a vision plan for all regular full-time employees and regular part-time employees using the Court-approved Vision Plan as the minimum standard. The Court

shall pay the premiums for all regular full-time and regular part-time employees. Employees may enroll their eligible dependents in the vision care program and pay the premiums through payroll deductions.

#### **11.6. LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

The Court shall pay the premium for a \$46,000 life insurance policy and a \$46,000 AD&D insurance policy for each employee in the unit.

#### **11.7. STATE DISABILITY INSURANCE**

Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program. Each employee shall contribute to the plan through payroll deductions. Accrued sick leave shall be used to supplement the disability benefit and must be exhausted prior to the use of other accrued leave balances. An employee may elect, in advance, to use accrued vacation, compensatory time off or holiday time to supplement the disability benefit. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings.

#### **11.8. COURT CONTRIBUTIONS WHILE ON LEAVE**

The Court shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are receiving Workers' Compensation temporary disability due to on-the-job illness or injury for a maximum of twenty-six (26) pay periods. Workers' Compensation benefits shall not be considered as pay. If applicable, this benefit shall run concurrently with the provisions of the Federal Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act.

#### **11.9 IRS SECTION 125 BENEFIT PLAN**

Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the Court of employees' medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code. The Court will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

### **ARTICLE 12 RETIREMENT**

#### **12.1. PERS MISCELLANEOUS EMPLOYEES**

The Court shall provide all eligible miscellaneous employees under PERS the 2% @ age 55 service retirement formula. The Court shall pay all of the employer contributions associated with this formula as determined by PERS.

#### **12.2. PERS MISCELLANEOUS EMPLOYEES - EMPLOYEE CONTRIBUTIONS**

Employee contributions towards the retirement system shall be made in the following manner:

- A. Employees shall participate by contributing, through payroll deductions, the employee contribution of seven percent (7%) on wages subject to PERS contributions. After five (5) continuous years of service, the Court shall contribute on behalf of the employee the employee contribution of seven percent (7%) on wages

subject to PERS contributions.

- B. The Court amended its contract with PERS, effective August 1997, so that the employee-paid portion of PERS contributions is made on a pre-tax basis.

### **12.3. DETERMINATION OF FINAL COMPENSATION**

Miscellaneous employees hired prior to March 12, 1993, shall have their final compensation for computing retirement determined based on the average monthly compensation for the highest single year (consecutive twelve (12) months). Eligible employees hired on or after March 12, 1993, shall have their final compensation determined based on the average monthly compensation for the highest consecutive thirty-six (36) months. Beginning in January 2006, all employees shall have the highest single year as a basis for determining compensation in PERS retirement.

### **12.4 USE OF VACATION**

An employee in a paid status immediately prior to retirement, may remain on the payroll and use accumulated vacation time until such accruals are exhausted. An employee using vacation time prior to retirement shall not accrue additional leave balances while exhausting existing vacation.

## **ARTICLE 13 PAID LEAVES**

### **13.1 HOLIDAYS**

- A. Official Holidays. The following are established as official holidays for regular full-time and regular part-time employees:
  - 1 - January 1st, New Year's Day
  - 2 - The third Monday in January, Martin Luther King, Jr. Day
  - 3 - February 12, Lincoln's Birthday
  - 4 - The third Monday in February, Presidents' Day
  - 5 - March 31<sup>st</sup>, Caesar Chavez' Day
  - 6 - The last Monday in May, "Memorial Day"
  - 7 - July 4th, Independence Day
  - 8 - The first Monday in September, "Labor Day"
  - 9 - The Second Monday in October, "Columbus Day"
  - 10 - November 11, Veterans Day
  - 11 - The fourth Thursday in November, "Thanksgiving Day"
  - 12 - The day following Thanksgiving Day
  - 13 - December 25<sup>th</sup>, Christmas Day
- B. Annual Holiday Schedule. The annual holiday schedule shall be announced by the Court Executive Officer prior to January of each year, but such announcement shall not alter any provision of this article.
- D. Maximum Holiday Hours. Each holiday listed above shall be treated as the full-time equivalent of eight (8) hours. No employee shall be compensated more than once for each of the above listed holidays, (i.e., maximum of 104 hours per year).
- E. Observed Holidays. The official holidays listed above shall be treated as observed holidays when the following occur:
  - 1. When an official holiday listed above falls on Sunday, Monday will be observed as the paid holiday.
  - 2. When an official holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.
- F. Holiday Compensation.

1. Those employees working a five-day per week schedule with Saturdays and Sundays as normal days off shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.
2. Holiday Credit may be accumulated to a maximum of sixty (60) straight-time hours. Use of such time shall be treated as if it were Compensatory Time Off (CTO). An employee shall receive cash payment at the equivalent rate accrued in excess of sixty (60) hours.
3. An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall receive holiday compensation.

### **13.2. SICK LEAVE**

- A. **Accrual.** Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a paid status, excluding overtime hours worked.
- B. **Usage.** Paid sick leave can only be granted upon the recommendation of the department head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. No paid sick leave may be taken prior to the completion of three (3) months of continuous service.
- C. **Sick Leave Usage in Lieu of Vacation.** An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the CEO/designee immediately or as soon as possible. The CEO/designee shall then make a determination whether to approve such request based on the criteria normally utilized in approving sick leave.
- D. **Family Illness/Medical Appointments/Family Sick Leave.** Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents. Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the CEO/designee. Immediate family means father, mother, husband, wife, son, daughter, sister or brother, grandparents, step grandparents, step parents, step children, step sisters, step brothers, grandchildren, step grandchildren foster children, qualifying domestic partner, or as otherwise stipulated by law.
- E. **Verification of Illness.** Written verification by an approved licensed medical practitioner or other satisfactory proof of illness or family illness may be required at the discretion of the manager.

### **13.3. SICK LEAVE RETENTION INCENTIVE PAYMENT**

Upon separation or termination, other than discharge for cause, a regular full-time or regular part-time employee shall become entitled to payment for accrued sick leave as follows, such payment not to exceed the maximum amounts indicated:

<u>Years of Service</u>	<u>% of Accrual Eligible</u>	<u>Maximum Cash Payment</u>
5 through 9	10%.	\$3,500
10 through 14	25%	\$4,500
15 through 19	37½%	\$6,000
20 or more	50%.	\$6,000

#### **13.4 SICK LEAVE ACCRUAL BALANCE AS AFFECTED BY LAYOFF**

At the time of layoff, an affected employee shall have the option to receive a sick leave payoff as provided for in Section 13.3. If an employee elects this option and is subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless s/he repays to the Court immediately upon return the full cash payoff amount received at the time of layoff.

#### **13.5 SICK LEAVE - PERS SERVICE CREDIT CONVERSION**

The Court's PERS contract for miscellaneous employees contains a benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to PERS service credit upon retirement. Any sick leave utilized for cash payment as provided in the above section shall not be available for such conversion.

#### **13.6. BEREAVEMENT LEAVE**

- A. Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charge against sick leave up to a maximum of twenty-four (24) working hours for each nonconcurrent death in the immediate family, including the immediate family of the spouse; provided however, that not more than two (2) additional working days chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the CEO/designee; provided further that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means husband, wife, father, mother, son, daughter, sister, brother, qualifying domestic partner, grandparent, or grandchild, step parent, step child, foster child, step sister, step brother, step grandparent or step grandchild.
- B. Verification of Bereavement Leave. Satisfactory proof of death may be required at the discretion of the manager for any use of Bereavement Leave.

#### **13.7. JURY DUTY**

- A. A regular employee who is required to serve on any grand jury or trial jury, or who reports for such jury duty but is not selected, shall be paid his/her straight time hourly or daily earnings, for time lost as a direct consequence of jury service, not to exceed eight (8) hours per day or forty (40) hours per week. S/he may also be reimbursed for Jury-related mileage.
- B. For purposes of calculating overtime for the pay period in which jury duty occurs, such service shall be considered time worked.

#### **13.8. VACATION**

- A. Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of Court service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

<i>Years of Continuous Service</i>	<i>Vacation Hours Accrued per Hour</i>	<i>Equivalent Days per Year</i>	<i>Maximum Hours Accrued</i>
0 through 3	.0385	10	160
4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

- B. Use of Vacation.
1. It is Court policy that employees take their accrued vacation each year at such time or times as may be approved by the CEO/designee, provided, however, that for reasons deemed sufficient by the CEO/designee, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.
  2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.
  3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Catastrophic Leave Bank.
- C. Payment for Vacation.
1. Upon Separation. Any employee separating from Court employment, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.
  2. Annual Payment. During each calendar year, an employee may choose to receive payment for up to twenty (20) hours of accrued vacation leave or compensatory time. Request for payment may be made in November or December of each year. Such payment shall be made during the month of November or December and will be granted only if the employee has taken at least forty (40) hours of vacation/compensatory time during the calendar year.
- D. Working for Court During Vacation. No person shall be compensated for work for the Court in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.
- E. Use At Retirement. Persons retiring under the provisions of the Public Employees' Retirement System may remain on the payroll on vacation status until such accrued vacation time for which they are eligible has been exhausted. An employee using vacation time prior to retirement shall not accrue additional leave balances while exhausting existing vacation.

**ARTICLE 14 (Reserved)**

**ARTICLE 15 PROBATIONARY PERIOD**

**15.1. INITIAL PROBATION**

Upon initial appointment, all unit employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.

**15.2. PROMOTIONAL PROBATION**

Upon promotion to a classification with a higher salary schedule, a unit employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period,

during which time the employee may be returned to his/her previous classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

### **15.3 EXTENSION OF PROBATIONARY PERIODS**

Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence. Probation shall not be extended for any other reason.

Rejection during a probationary period is not a disciplinary action.

## **ARTICLE 16 DISCIPLINARY ACTION**

### **16.1 GENERAL**

The tenure and status of every employee covered by this agreement is conditioned on reasonable standards of personal conduct and satisfactory job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action.

The procedures set forth in this Article shall not apply to probationary employees who are rejected during probation, to temporary workers, or to officers or employees not in this bargaining unit. These procedures shall not apply to a reduction in force, or a reduction in pay which is part of a reclassification action or reorganization approved by the Court Executive Officer.

Any Court manager may initiate disciplinary action for cause.

The procedures set forth in this Article shall not preclude an employee from entering into a written agreement with the Court to settle a pending disciplinary matter, and further shall not preclude an employee from waiving any of the notice provisions herein provided for, as part of that written settlement agreement.

### **DISCIPLINE AND DISCHARGE STANDARDS**

Disciplinary actions will usually follow a progressive discipline procedure. Progressive discipline will normally include one or more warnings (oral and/or written) and/or a suspension before a termination is imposed. However, deviations from this procedure may occur whenever the Court determines 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:

- A. Misstatement of facts contained in the employee's application/resume or otherwise during the hiring process;
- B. Falsifying or making a material omission on any Court document (e.g., time card, Court records);
- C. Disclosure of confidential information;
- D. Insubordination;
- E. Excessive absence/tardiness or absence without leave;
- F. Discourteous or rude conduct;

- G. Unauthorized possession or bringing firearms, weapons, or hazardous or dangerous devices onto Court property;
- H. Being at work while under the influence of alcohol or illegal drugs, or possessing illegal drugs while on Court property;
- I. Theft of Court property or unauthorized possession of property that belongs to the Court or another employee;
- J. Misconduct;
- K. Unsatisfactory job performance;
- L. Violation of the Judicial Council Code of Ethics, or
- M. Violation of any Court rule, policy, or procedure.

## **16.2 TYPES OF DISCIPLINARY ACTION**

If an employee does not file an appeal in a timely manner at any step, the right to appeal shall be considered waived.

### **16.2.1 MINOR DISCIPLINE**

In the event that the Court imposes disciplinary action consisting of a suspension without pay of five (5) workdays or less or written reprimand, the affected employee may appeal such discipline in the manner set forth in this section.

#### **16.2.1.1 Written Reprimands**

Within ten [10] calendar days of the date an employee receives a written reprimand, he or she may request reconsideration by his/her division manager. If no change is made, he/she may submit a written response to the reprimand, which will be maintained in the employee's personnel file along with the reprimand.

#### **16.2.1.2 Suspensions of Five (5) Work Days or Less**

- A. Within seven (7) calendar days of the date the employee received the written notice of a suspension of five (5) workdays or less, the employee may file a written appeal to the Assistant Court Executive Officer/designee.
- B. The Assistant Court Executive Officer/designee shall schedule a meeting with the employee and, where applicable, his or her representative, to discuss the appeal. Within ten (10) days after that meeting, or such longer period as the Assistant Court Executive Officer/designee may determine is required to investigate the matter, the Assistant Court Executive Officer/designee shall provide the employee with a written decision regarding the appeal.
- C. Within seven (7) days from the date of the Assistant Court Executive Officer's written decision, the employee may appeal that decision to a three member Disciplinary Appeals Panel appointed by the Court Executive Officer which shall be convened to hear that matter. Such appeal shall include a hearing before the panel, which shall be informal and confidential. The Court and the Employee may present evidence and witnesses and have the opportunity to cross-examine the other party's witnesses. The panel shall, in an expeditious manner, review the evidence and arguments presented and make a written finding of facts and recommendation to the Court Executive Officer as to the disposition of the disciplinary action.
- D. Within ten (10) days of receipt the Disciplinary Appeals Panel's written recommendation, the Court Executive Officer shall review the findings and recommendation and issue a final decision on the matter which decision

shall be final and binding.

## **16.2.2 MAJOR DISCIPLINE**

### **16.2.2.1 Notice of Discipline/Discharge**

When the Court is considering taking disciplinary action consisting of a suspension without pay for more than five (5) workdays, 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;
- 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;
- D. a statement that the employee may be represented by an employee organization representative or other counsel at the predisciplinary meeting or in written response to the charges.

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.

Service 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 addressee.

### **16.2.2.2 Without Response Proposed Action Considered Conclusive**

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.

### **16.2.2.3 Response**

If the employee does respond 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 seven (7) calendar days of the date that the Court Executive Officer issued the determination. If no such appeal is in a timely manner filed, the determination of disciplinary action shall stand.

### **16.2.2.4 Hearing to Review Disciplinary Decisions**

In the event that an employee in a timely manner files an appeal as described in section 16.2.2.3 above, an evidentiary due process hearing within the meaning of Government Code section 71653 (conforming to sections b through f) will take

place.

**16.2.2.4.1 Selection of Arbitrator**

Within ten (10) days of the date that the employee files the notice of appeal, the Court Executive Officer 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 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. After receiving such a list, the parties shall alternately strike names with the first party to strike to be determined by lot.

**16.2.2.4.2 Release of Witnesses**

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

**16.2.2.5 Review of Hearing Officer's Report and Recommendation**

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

**16.2.2.6 Arbitrator's Authority**

The jurisdiction and authority of the Arbitrator and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Major Disciplinary Action or other termination for cause as defined above. S/he shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure.

**16.2.2.7 Decision is Final**

The written award of the Arbitrator on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the Court.

**16.3. SUMMARY SUSPENSION**

Prior to any disciplinary proceedings under this section, the appointing authority may summarily place any Court employee on an immediate suspended status without pay. Such suspensions shall be made only in cases where the employee's continued active duty status might, in the sole opinion of the appointing authority, constitute a hazard to the employee or others tend to bring the Court service into discredit, or prolong acts or omissions of improper employee conduct. If the disciplinary action or suspension is not subsequently ordered and/or affirmed, the employee shall be reinstated in status and restored all pay and fringe benefits lost during such summary suspension.

**16.4 RIGHT TO REPRESENTATION**

An employee subject to a meeting or an investigation that may result in disciplinary action, a predisciplinary conference or an appeal hearing has the right to be represented by the Union, an employee representative or an attorney retained by the employee at the employee's expense.

## **ARTICLE 17 MISCELLANEOUS PROVISIONS**

### **17.1. CONTRACTING OUT**

When the Court elects to contract out work which is regularly performed by unit employees, and when such contract will result in a loss of regular Court positions or a reduction in regular hours, the Court will give reasonable notice of its decision to the Union to afford an opportunity for prompt and timely discussion of the decision's impact on unit employees.

### **17.2. REEMPLOYMENT AFTER LAYOFF**

Any employee holding regular status with the Court and who is laid off and then subsequently re-employed in a different regular Court position within three (3) months of layoff will not lose Court seniority for purposes of layoff, vacation accrual, PERS contribution status, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

### **17.3. LAYOFFS**

In the event that the Court determines that a layoff for organizational necessity within the meaning of Government Code section 71652 will occur, the following procedures will apply.

The Court will determine whether the layoff will occur on a Court wide basis or in one or more divisions or classifications. Once the scope of the layoff is determined, employees will be laid off in the following order.

1. Temporary employees;
2. Limited-term employees;
3. Probationary employees; and
4. Regular employees.

When selecting employees for layoff, the Court shall choose employee(s) based on a combination of factors, including, but not limited to, operational needs, work performance, experience, qualifications, productivity, attendance/punctuality record, and seniority. For purposes of this policy, seniority is defined as length of service in the classification from which the layoff(s) is occurring, but not including periods of layoff. A coin toss will break any ties in seniority.

## **ARTICLE 18 GRIEVANCE PROCEDURE**

### **18.1. DEFINITIONS**

A. *Grievance.* A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one of the policies from the Personnel Rules listed in Article 20, Personnel Rules, which adversely affects the grievant.

Disciplinary actions, performance evaluations, preambles, purpose clauses and the exercise or lack of exercise of Court Rights shall not be grievable, nor shall any complaint be grievable for which a separate appeal process is established.

B. *Grievant.* A grievant is an employee covered by the agreement who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.

## **18.2. INFORMAL RESOLUTION**

Within twenty (20) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate manager. The supervisor shall have seven (7) days within which to respond. If the employee is dissatisfied with the response to his/her complaint, or if s/he receives no response, the complaint may, within fourteen (14) days after the manager's response was due, be formally submitted as a grievance in accordance with the following procedure.

## **18.3. FORMAL PROCESS**

Step 1: If a grievant is not satisfied with the resolution proposed at the informal level, s/he may within fourteen (14) days after the manager's response was due file a formal written grievance with the Court Executive Officer on a form provided by the Court Administration containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. Within fourteen (14) days of receipt of the written appeal, the Court Executive Officer or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Step 2: If the grievant is not satisfied with the written answer from the Court Executive Officer, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall review, investigate and hear the grievance, and render its written decision within twenty-one (21) days of receipt of the employee's appeal. The majority decision of the Board shall be final and binding, subject to ratification by the Court Executive Officer only if said decision mandates a capital expenditure or significant, unbudgeted expenditure. In those instances, actions by the Court Executive Officer may include modifications or reversals.

## **18.4. GRIEVANCE BOARD**

- A. The Grievance Board shall consist of three (3) members as follows:
  - 1. A manager of a Court department other than that in which the aggrieved employee is assigned, to be appointed by the Court Executive Officer,
  - 2. A Court employee represented and designated by the Union, and
  - 3. The Assistant Court Executive Officer or designee, who shall serve as chairperson.
- B. The Union designee shall be granted release time to participate in the activities of the Grievance Board.

## **18.5. GENERAL PROVISIONS**

- A. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- B. If a manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
- C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- D. Prior to or during the steps of the grievance procedure, the grievant or his/her representative, supervisor(s), or manager may consult with the Assistant Court Executive Officer.

- E. Time limits and formal steps may be waived by mutual written consent of the parties.
- F. Proof of service shall be accomplished by certified mail or personal service.
- G. The Court Human Resources Division shall serve as the repository for all grievances filed, regardless of the step in the procedure at which each is resolved. A copy of all grievances, written replies, appeals, decisions and other supportive material should be submitted to the Court Human Resources Division.

## **18.6. COMPLAINT PROCEDURE**

An employee may bring non-grievable items to the attention of the CEO/designee by memo through the department's chain of command. Should the employee feel the issue is unresolved at that level he or she may bring it to the Assistant Court Executive Officer for consideration and final decision.

## **ARTICLE 19 PEACEFUL PERFORMANCE**

### **19.1. NO STRIKES OR LOCKOUTS**

- A. During the term of this agreement, neither the Union nor its agents, or any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with movement or transportation of persons or goods to or from the Employer's premises. The Employer shall not engage in a lockout or any other deprivation of work as a means of obtaining the Union's or its members' agreement to a change in working conditions.
- B. The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this agreement, (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees, or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protests, consumer protest, or environmental protest. However, picketing with respect to issues in (iii) above for the sole purpose of providing information to the public is permissible, provided that the picket signs clearly state that the picketing is informational only.
- C. If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such an effort to terminate, and does not in any way encourage any of the activities prohibited by this Section, which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

### **19.2. DISCIPLINE**

Any employee who participates in any activity prohibited by Section 19.1 of this Article shall be subject to discharge or any lesser discipline as the Employer shall determine. Such discharge or discipline shall be subject to Article 16, Disciplinary Action.

### **19.3. REMEDIES FOR BREACH**

The Employer and the Union shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if Section 19.1 of this Article is violated, without prior resort to any dispute resolution procedure provided under this agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

## **ARTICLE 20 PERSONNEL RULES**

- A. Additional rules, regulations, policies and general working conditions governing employment for employees covered by this agreement are set forth in the Court's Personnel Rules.
- B. If during the term of this agreement the Court desires to amend the following provisions of the Personnel Rules, the Court shall give notice to the Union and provide an opportunity to meet and confer on any proposed substantive changes. Should the Union choose to meet and confer, it shall notify the Court within five (5) days of receipt of the County's notice. Representatives of the Court and the Union shall meet and confer in a timely manner. If an agreement is not reached the Court reserves the right to unilaterally implement in accordance with the law.
- C. The following provisions of the Court's Personnel Rules are covered by this Article:
1. Leaves of Absence
  2. Drug/Alcohol Testing Policy
  3. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates.
- D. The above provisions which are contained in the Court Personnel Rules are the proper subject of the Grievance Procedure.

## **ARTICLE 21 FULL UNDERSTANDING, MODIFICATION AND WAIVER**

### **21.1. FULL UNDERSTANDING**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

### **21.2. NO INTERIM BARGAINING**

A. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement. Except as may be otherwise provided herein, matters agreed to in this agreement shall remain in full force and effect for the term of this agreement.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

### **21.3. MODIFICATION**

A. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Court's Court Executive Officer.

B. In the event any new practice, subject or matter arises during the term of this Agreement that is within the scope of meet and confer, and an action is proposed by the Court, the Union shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the Court reserves the right to take necessary action in accordance with provisions of the law.

### **21.4. WAIVER**

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

### **21.5. SUPERSESSON**

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the Court where conflicts exist regarding a subject covered herein

### **21.6 SAVINGS PROVISION**

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, or if there are any statutory or regulatory changes affecting this agreement, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Notwithstanding this

Article,  
should a provision or application be deemed invalid by a court of competent jurisdiction or  
as the result of a statutory or regulatory change, the parties shall, upon written request of  
either party, meet not later than thirty (30) days after such court or legislative change to  
renegotiate the provision or provisions so affected.

FOR COURT:

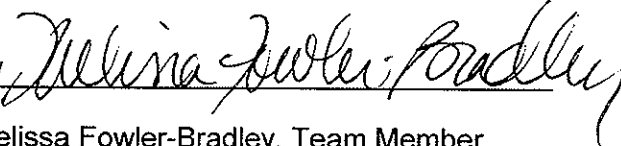
FOR UPEC:

/s/ \_\_\_\_\_


Gene Bell, Chief Negotiator

/s/  \_\_\_\_\_

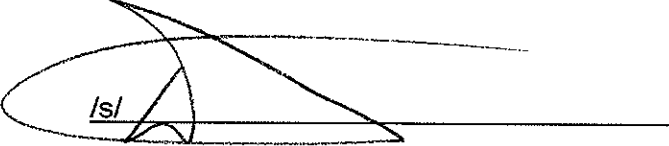
David Ritchie, Chief Negotiator

/s/  \_\_\_\_\_

Melissa Fowler-Bradley, Team Member

/s/  \_\_\_\_\_

Gregory Rasmussen, Team Member

/s/  \_\_\_\_\_

Daryl Kennedy, Esq., Team Member

/s/  \_\_\_\_\_


~~Lisa Leecing, Team Member~~  
June Connolly

/s/  \_\_\_\_\_

Susan Null, Court Executive Officer

/s/ \_\_\_\_\_

~~Patricia Walls, Team Member (Alternate)~~  
Lisa Leecing - unavailable for signature  
(off on medical leave 6/2 - 7/14/08)

/s/  \_\_\_\_\_

Sandra Mahling, Team Member

Date: \_\_\_\_\_

Date: 6/6/08

Article,  
should a provision or application be deemed invalid by a court of competent jurisdiction or  
as the result of a statutory or regulatory change, the parties shall, upon written request of  
either party, meet not later than thirty (30) days after such court or legislative change to  
renegotiate the provision or provisions so affected.

FOR COURT:

/s/

  
Gene Bell, Chief Negotiator

FOR UPEC:

/s/

  
David Ritchie, Chief Negotiator

/s/

  
Melissa Fowler-Bradley, Team Member


/s/

  
Gregory Rasmussen, Team Member

/s/

  
Daryl Kennedy, Esq., Team Member

/s/

  
~~Lisa Leeing, Team Member~~  
June Connolly

/s/

  
Susan Null, Court Executive Officer

/s/

~~Patricia Walls, Team Member (Alternate)~~  
Lisa Leeing - Unavailable for signature  
(off on medical leave 6/2 - 7/4/08)

/s/

  
Sandra Mahling, Team Member

Date:

6/17/08

Date:

6/6/08

## **ATTACHMENT A**

### Classifications Represented By UPEC Supervisory Unit

Court Calendar Coordinator  
Court Services Supervisor  
Supervising Court Reporter