

IN THE MATTER OF FACT FINDING)	
)	
BETWEEN)	
)	
NAGE/SEIU LOCAL 5000)	CASE No. PS-023-2008
)	
AND)	
)	
THE ADMINISTRATIVE OFFICE OF)	
THE TRIAL COURT)	

ISSUES OF THE UNION

ISSUE #1: Wage Increases

Amend the salary schedules in Appendix A, Appendix B, Appendix C, and Appendix D as follows:

- a) Effective and retroactive to July 1, 2007, increase all July 1, 2006 salaries by 3.0%.
- b) Effective July 1, 2008, increase all July 1, 2007 salaries by 3.0%.
- c) Effective July 1, 2009, increase all July 1, 2008 salaries by 3.0%.
- d) These increases will apply to the PO II differential in Appendix D.

ISSUE #2: New Steps

Effective retroactive to July 1, 2007, add new steps to the salary schedules in Appendix A, Appendix B, and Appendix C. Except as otherwise specified below, each new step shall be the same percentage higher than current top step as the percentage that the current top step is higher than the immediately lower current step. The new steps shall be as follows:

- a) In Appendix A, add a new Step 8 to Level 1A (Associate Probation Officer).
- b) In Appendix A, add a new Step 9 to Level 1 (Probation Officer).

- c) In Appendix A, eliminate Step 1 of Level 2 (Assistant Chief Probation Officer, Probation Officer in Charge), make Step 2 the new Step 1, and renumber the remaining steps accordingly, then add a new Step 8 and a new Step 9, with Step 9 the same percentage higher than the new Step 8 as Step 8 is higher than the current top step.
- d) In Appendix A, add a new Step 9 to Level 3 (First Assistant Chief Probation Officer).
- e) In Appendix B, add a new Step 8 to Level 1 (Court Officer I).
- f) In Appendix B, add a new Step 9 to Level 1A (Court Officer II) that is the same percentage higher than Step 8 as **Step 7** is higher than **Step 6**.
- g) In Appendix B, add a new Step 8 to Level 2 (Assistant Chief Court Officer) then add a new Step 9 with a salary of \$78,337 effective and retroactive to July 1, 2007.
- h) In Appendix C, add a new Step 8 for Associate Court Officer II.
- i) In Appendix C, add a new Step 8 for Associate Court Officer Supervisor.

ISSUE #3: Uniforms

Amend Section 24.03 by increasing the current annual payment as follows:

- a) Effective and retroactive to July 1, 2007 increase by \$150.00.
- b) Effective July 1, 2008 increase by an additional \$150.00.
- c) Effective July 1, 2009 increase by an additional \$150.00.

ISSUE #4: Trust Agreement and Plan

Amend Section 14.03 by increasing the Employer's contribution in paragraph A as follows:

- a) Effective and retroactive to July 1, 2007 increase by \$1.00 per week
- b) Effective July 1, 2008 increase by an additional \$1.00 per week
- c) Effective July 1, 2009 increase by an additional \$1.00 per week

ISSUE #5: Court Transfers

Amend Section 16.02A to read as follows:

Those Probation Officers, **Associate Probation Officers, and Assistant Chief Probation Officers** who have completed three or more consecutive years of full-time employment in the Judiciary in ~~the position of Probation Officer (the same standard as contained in Section 16.03)~~ **their respective positions** may, in January of each year, ~~beginning with January 2006~~ request transfer to ~~ten~~ **twenty** courts selected by the Commissioner of Probation using the Court Staffing Model. Such request shall be given fair consideration, however, the denial of a request shall not be subject to the arbitration provisions of this collective bargaining agreement. Any ~~Probation Officer~~ **employee** so transferred shall not apply for another transfer until the expiration of three years from the date of transfer.

ISSUE #6: Vacation

Amend Section 7.01, paragraph D, by reducing “19 years and six months” to “seventeen years and six months”.

ISSUE #7: Posting of Positions

Add to Article XII a new Section 12.23 to read as follows:

All vacancies, both permanent and temporary, shall be posted for 10 work days in all courts and worksites. The Union shall receive notice of all postings, applicants for each position, individuals to whom the position is offered, and the individual appointed. The NAGE Local Presidents will also be provided the same information.

ISSUE # 8: Filling of Positions

Add to Article XII a new Section 12.24 to read as follows:

Vacancies shall be offered to applying employees in the following order:

- 1st to employees in the job classification currently on a layoff/recall list, in order of seniority;
- 2nd to employees seeking transfers as provided in this Article and in Article XVI; and
- 3rd to qualified employees seeking promotion.

ISSUE # 9: Committee on Per Diem Employees:

Add to Article XII a new Section 12.25 to read as follows:

The parties agree to establish a joint committee, comprised of one appointee from each NAGE Local and an equal number of appointees appointed by the Employer. The committee's mandate shall be to investigate the use of per diem employees in the Trial Court and to make recommendations to the Union and the Trial Court concerning per diem employees.

ISSUE # 10: Layoff and Recall

Add to the Agreement a new Article on Layoff and Recall to read as follows:

ARTICLE XXXII

LAYOFF – RECALL PROCEDURE

Section 32.01 Layoff/Notice to Union/Notice to Employee

In the event that Management becomes aware of an impending reduction in workforce it will make every effort to notify the Union at least ten (10) calendar days prior to the layoff. Management will notify the affected employees in writing not less than five (5) working days in advance of the layoff date.

Section 32.02 Displacement Procedure

- A. Before any regular full or part time employee is laid off all temporary and per diem employees will be laid off.
- B. In the event there is a reduction in work force within the Trial Court which will result in layoffs the Human Resource Department will, in negotiation with the Union, develop a Voluntary Layoff Incentive program for affected employees.
- C. All layoffs will be conducted starting with the least senior employee in the classification.
- D. If, after a layoff, employees are transferred to address staffing levels such transfers will also be conducted starting with the least senior employees in the affected court. The courts "from" and "to" such transfers will be announced prior to the effective date of the layoff.

Section 32.03 Transfers

A. Within the Department/Court – the employee who is to be laid off shall have the opportunity to transfer laterally to a fillable, vacant bargaining unit title, within the jurisdiction of his/her present Appointing Authority, for which he/she is qualified.

Section 32.04 Recall List

A. The Human Resources Department shall maintain a statewide recall roster from which laid-off employees will be recalled, to positions to be filled, in accordance with their seniority.

B. The Department/Court shall appoint employees on the recall roster in seniority order, prior to the appointment of any other applicant, to fillable vacant Bargaining Unit positions in their classification.

C. The Department/Court shall appoint employees on the recall roster, prior to the appointment of any other applicant, to fillable vacant Bargaining Unit positions other than their classification for which the laid-off employee is determined qualified by the Employer.

D. A laid-off employee will remain on the recall roster for two (2) years except an employee who is offered recall to a position in the same job grade as the position from which he/she was laid-off, and refuses such offer shall be removed from the recall list and his/her rights shall be terminated at that time, provided however that an employee may refuse a transfer outside their region and remain on the list.

E. Notwithstanding the above, a laid-off employee who fails to respond in writing to a notice of recall within seven (7) calendar days of the receipt of such offer or who upon acceptance of the recall offer fails to report to work on the appointed date, shall forfeit any further recall rights.

F. Notices of the recall sent by the Appointing Authority to a laid-off employee and the employee's notice of acceptance or rejection of said recall shall be sent by certified mail, return receipt requested.

Section 32.05

Employees who are separated from employment as the result of the implementation of the layoff procedures and who are subsequently recalled to employment shall for purposes of determining their salary upon recall under Article 32, be credited with their prior service and shall not upon recall be considered to be "hired, reinstated or re-employed" notwithstanding any provisions to the contrary.

Section 32.06

In computing seniority as defined in this Article any break in service or any time off in excess of sixty (60) days shall be excluded from the total seniority except approved military, maternity, education and industrial accident leave.