

SAN BENITO COUNTY SUPERIOR COURT



Memorandum of Understanding
Between
The San Benito County Superior Court
and
The General Representation Unit
Service Employees International Union,
Local 521

October 1, 2011 – September 30, 2013

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ARTICLE I GENERAL PROVISIONS

1.1 Parties to the Agreement

Pursuant to the provisions of the Trial Court Employment Protection and Governance Act, Government Code section 71600 et. seq., representatives of the San Benito County Superior Court ("Court") and the Service Employees International Union, Local 521, AFL-CIO, CLC ("Union") have met and conferred concerning the subject of wages, hours and the terms and conditions of employment for employees in the General Unit. This Memorandum of Understanding ("MOU") is entered into by and between the Court and the Union and is intended to promote harmonious labor relations between the Court and the Union, establish an equitable and peaceful procedure for the resolution of differences, and establish rates of pay, hours of work, and other terms and conditions of employment. The signatures at the end of this MOU on behalf of the Court and the Union shall be conclusive evidence that both parties have ratified this MOU.

1.2 Recognition and Scope

The Court hereby recognizes the Union as a recognized employee organization for the purposes of the Trial Court Employment Protection and Governance Act, Government Code section 71600 and following, and the Court's Employer/Employee Relations Policy. Such recognition shall extend to representation of the employees in the General Unit. The classifications in the General Unit are listed in Exhibit A, attached hereto. The Union shall have the exclusive right to meet and confer with the Court on wages, benefits and the terms and conditions of employment for the employees in the General Unit.

ARTICLE II COURT RIGHTS

2.1 In General

Except as otherwise specifically provided in this MOU, the Court has and retains the sole and exclusive rights and functions of management, including, but not limited to, all of the following:

- a. To determine the nature and extent of services to be performed or provided and determine and implement the level of service to the public.
- b. To manage all Court facilities and operations, including the methods, means and personnel by which Court operations are to be conducted.
- c. To schedule working hours and assign work.
- d. To establish, modify or change work schedules or standards.
- e. To direct the working forces, including the right to hire, assign, reassign, promote, demote or transfer any employee.
- f. To determine the location of all Court facilities.
- g. To determine the layout of offices, work areas and the equipment and materials to be used.
- h. To determine processes, techniques, methods and means of all operations, including changes or adjustment to equipment and materials and the procedures and standards of selection for employment.
- i. To determine the size and composition of the work force.
- j. To establish, assess and implement employee performance standards.
- k. To reassign work from one job to another or from one location to another.
- l. To layoff employees for lack of work or lack of funds or other legitimate reason.
- m. To discipline and dismiss employees.
- n. To establish, modify, or eliminate job classifications; create new classifications and, subject to any obligation to meet and confer, determine the salary range.
- o. To promulgate, modify and enforce work and safety rules and regulations.

- p. To temporarily furlough employees without pay for budgetary reasons.
- q. To take such other and further action as may be necessary to organize and operate the Court in the most efficient and economical manner and in the best interest of the public it serves.
- r. Take all necessary actions to carry out its mission in emergencies.
- s. Exercise complete control and discretion over its organization and the technology it uses to perform its work.

The Court will conform to the standards of conduct expected of public employers and will refrain from activities which violate federal, state, or county law, or the Court's Employer/Employee Relations Policy.

ARTICLE III UNION RIGHTS

3.1 Union Representation

The Court recognizes and agrees to cooperate with the designated stewards and representatives of the Union on all matters relating to grievances and interpretation, application, or enforcement of the express terms of this MOU.

3.2 Union Security

All employees in the bargaining unit who are members or who become members of the Union during the term of this MOU shall maintain their status as members during the term of this MOU.

3.3 Agency Shop

All employees in the unit who have authorized a Union dues deduction in effect on the effective date of this Agreement shall have their dues deduction continued as a condition of employment. All employees in the unit who have authorized an agency fee deduction in effect on the effective date of this Agreement shall have their services fee deduction continued as a condition of employment. All employees in the unit who have a charity fee deduction in effect on the effective date of this Agreement shall have their charity fee deduction continued as a condition of employment.

As a condition of employment, all new employees who become covered by this Agreement on or after its effective date shall, upon hire into a classification covered by this MOU, execute a payroll deduction authorization for one of the following: (1) Union dues; (2) an agency fee; or (3) if the employee qualifies, a charity fee equal to the agency fee payable to a mutually agreeable fund that is exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

This requirement shall not apply to management or confidential employees.

The agency shop agreement may be rescinded in accordance with Government Code section 71632(b).

Any employee hired by the Court on or after the effective date of this MOU shall be provided with an authorization form advising the employee that the Court has entered into an Agency Shop agreement with the Union and that all employees subject to this MOU must either join the Union, pay an agency fee to the Union, or execute a written declaration claiming a religious exemption from this requirement.

Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or an agency fee or a charitable contribution equal to the agency fee. The employee shall have five working days following the initial date of employment to fully execute the authorization form of his or her choice and return the form to Court Payroll.

If the form is not completed properly and returned within five working days, Court Payroll shall commence and continue a payroll deduction of agency fees from the regular monthly pay warrants of such employee. The effective date of Union dues, agency fee deduction or charitable contributions for such employees shall be the beginning of the first pay period of employment following Agency Shop election.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues and agency fees.

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 a Union shall not be required to join or financially support the Union as a condition of continued employment. Such an employee may be required, in lieu of periodic dues, initiation fees or agency shop fees to pay sums equal to those dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable organization fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three (3) such funds designated in a memorandum of understanding between the Court and the Union, or if the memorandum of understanding fails to designate such funds, then to any such fund chosen by the employee. Proof of those payments shall be made on a monthly basis to the Court as a condition of continued exemption from the requirement of financial support to the Union.

The Union shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the Court Executive Officer once annually.

Copies of such reports shall be available to employees subject to the Agency Shop requirements of this agreement at the Office of the Union.

Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to the employee, until said report is filed.

For the duration of this MOU and by way of payroll deduction through Court payroll, the Court agrees to deduct and remit to the Union all authorized deductions from employees who have signed an approved authorization card(s) for such deductions in the form provided.

The Court will provide the Union with a list of employees who are newly hired into regular positions within thirty days of hiring a new employee in the General Unit. The Court will provide the Union with copies of signed dues deduction authorization forms and dues deduction withdrawal requests on a monthly basis.

The Court agrees to provide a payroll deduction for members to make a voluntary monthly contribution to the Union's Committee of Political Education.

The Union shall indemnify, defend, and hold harmless the Court against claims of any nature and any lawsuit instituted against the Court made or arising from the application of

any agency shop requirements or provisions, including, but not limited to, improper deduction of fees, maintenance of records and improper reporting.

3.4 Union Representatives

Authorized representatives of the Union shall be permitted to enter Court facilities at reasonable times to transact Union business and observe conditions under which employees are employed. However, Union representatives shall not interfere with employees at work and such right of entry shall be subject to the general rules applicable to non-employees, including any security measures applicable to non-employees.

Union representatives shall be allowed access to materials in personnel files which are directly related to an alleged contract violation or disciplinary matters after the employees' written consent is presented to the Court.

3.5 Shop Stewards

The Union shall have the right to appoint not more than two shop stewards and shall notify the Court who they are. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee to investigate and present a grievance provided the release time is scheduled for reasonable times agreeable to all parties. The Court shall provide eight (8) hours per year for newly appointed stewards and four (4) hours for all other stewards for the purpose of Union training in cooperative employer-employee relations techniques.

The Union shall annually, in January, provide a list of stewards to the Court Executive Officer. The Union shall inform the Court Executive Officer in writing of any additions or deletions of individual stewards within thirty (30) days of such a change.

With the approval of the immediate supervisor, the Court will provide a Union designated Employee Representative the opportunity to contact each new hire within thirty (30) days of the date of hire. Such contacts shall not exceed one hour per month per representative. Such contact will be at the expense of the representative.

3.6 Release Time

Paid release time for no more than two bargaining committee members will be granted to attend negotiating sessions.

3.7 Bulletin Boards

The Union shall have the right to use designated bulletin board space in each Court facility for communicating information about regular Union business to employees. Material concerning matters over which the Court and the Union are in dispute, argumentative, libelous, obscene or editorial materials may not be posted. A copy of any materials to be posted shall be provided to the Court Executive Officer before posting.

ARTICLE IV NO DISCRIMINATION

4.1 No Discrimination

Neither the Court nor the Union shall discriminate against any employee on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation, ancestry, physical or mental disability, medical conditions, political affiliation, veteran's status, or citizenship, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

4.2 Union Affiliation

Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee in exercising his or her free choice to participate in or join, or refuse to participate in or join, the Union.

4.3 Legitimate Union Activities

Neither the Court nor the Union shall discriminate against any employee because of that employee's legitimate union activities.

Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of any rights protected by Government Code section 71635.1.

ARTICLE V – COMPENSATION, SALARY AND PAY PRACTICES

5.1 Salary Adjustment

A four percent (4%) salary adjustment shall be granted to each employee in this bargaining unit effective October 1, 2006.

A four percent (4%) salary adjustment shall be granted to each employee in this bargaining unit effective October 1, 2007.

A four percent (4%) salary adjustment shall be granted to each employee in this bargaining unit effective October 1, 2008.

5.2 Bilingual Pay

Positions designated as bilingual shall receive bilingual premium pay in the amount of thirty-five dollars (\$35) per pay period. To qualify for bilingual premium pay, an employee must be certified by the Court in the relevant language and be assigned to a public contact position which has duties involving regular and frequent use of bilingual skills.

5.3 Pay Practices

5.3.1 Salary Program Elements

5.3.1.1 Salary Schedule, Ranges and Steps

The salary program shall provide salary schedules, salary rates, ranges, and steps for each class specification. Each salary range shall be assigned a title and number and shall consist of six steps at intervals of approximately five percent (5%). This information will be found in the Salary Schedule attached as Appendix A.

5.3.1.2 Placement of New Hires on the Salary Range

New court employees will generally be appointed at the first step of the salary range established for the class to which the appointment is made. The Court Executive Officer or designee may appoint at a higher step supported by the applicant's experience and training specific to the position being filled, as well as the needs of the Court.

5.3.1.3 Advancement within Salary Range

Salary increases (i.e., advancement to higher steps within the salary range) will be granted to regular full-time and regular part-time employees on the basis of individual performance. Generally, employees will progress to the next higher step upon completion of one year of employment, excluding unpaid leave, in which the employee has demonstrated at least satisfactory performance in all areas (meeting job standards) and upon recommendation of the employee's supervisor. The increase will become effective the first day of the pay period following completion of one year worked.

Prior to each employee's anniversary date and annually thereafter until the employee reaches the maximum salary step of the salary range, the Court Executive Officer or designee shall schedule a performance evaluation with the employee eligible for a merit salary increase. If the salary increase is granted, the Court Executive Officer or designee shall notify the proper payroll personnel to ensure the salary increase is timely processed. Should an employee's anniversary date be inadvertently overlooked and the employee was otherwise entitled to the increase, the employee shall receive retroactive pay to the date the increase would have been effective had the error not occurred.

5.3.1.4 Unapproved Salary Increase

In the event an employee receives an overall rating of either unacceptable or improvement needed on his or her evaluation, the Court Executive Officer or designee will develop a reasonable corrective action plan (CAP) which will be discussed and reviewed with the employee. The CAP is intended to provide direction and clearly stated objectives for the employee to meet during the stated review period. The stated review period will be forty-five (45) days. If at the end of the forty-five (45) days and completion of the CAP, the employee has demonstrated at least satisfactory performance (meeting job standards) in all areas, the employee will be given the salary increase effective at the start of the next pay period. A new annual review date will be thus implemented. For example, if an employee's annual review date is in July and the employee is evaluated at below satisfactory and a CAP is implemented, then the employee's annual review date will change to mid-August or such later date as the employee achieves a satisfactory performance evaluation.

If the employee's performance remains unsatisfactory after completion of the CAP the process may be repeated at intervals of not more than three months

5.3.1.5 Salary upon Promotion

A promotion is a change in status for an employee to a higher-salaried position. The date of promotion establishes a new anniversary date for a merit review. A regular full-time or regular part-time employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the class or such higher amount as would constitute at least a one step five percent (5%) increase on the range over the salary received prior to the promotion, not to exceed the top step of the new range.

5.3.1.6 Salary Adjustment upon Reassignment

A regular full-time or regular part-time employee who is reassigned from one position to another in the same class, or another class with the same salary range shall be compensated at the same step in the salary range as he/she previously received. A reassignment will not affect the employee's salary anniversary date.

5.3.1.7 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/her position shall have a new salary anniversary date that is the effective date of the reclassification.

5.3.1.8 Salary upon Re-Employment

A former employee, off probation at the time of separation, who is re-employed in the court after the standard hiring process set forth in this manual to the same class or a lower class in the same series, within one year, may upon approval of the Court Executive Officer, be appointed at some step higher than the recruiting step not to exceed one step five percent (5%) higher than the step the employee occupied at the time of separation.

5.3.1.9 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 maximum 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.

5.3.1.10 Salary Adjustment upon Demotion

An employee demoted to a position in a class with a lower salary range maximum shall have his/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 non-disciplinary 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/her demotion.

5.3.1.11 Adjusting Date of Merit Increase

The anniversary date of an employee who is granted a leave of absence without pay shall be extended one pay period for each pay period the employee is on unpaid leave.

5.3.1.12 Timeliness of Merit Increase

If an employee's merit increase is overlooked or inadvertently delayed through error, upon discovery of the error the employee shall be retroactively compensated for the additional salary he or she should have received from the date of the employee's anniversary date.

5.3.1.13 Y-Rate

The compensation of any employee who is paid above the maximum step of the applicable range at the time the classification is established or at the time they are placed in the classification will not be reduced. Rather, the employee will be Y-rated until the salary for the classification increases to equal the employee's salary. This limitation shall not apply in the case of discipline.

5.3.1.14 Working Out-Of-Class

An employee who is assigned to temporarily perform substantially all the duties of a position in a higher salary range shall receive the rate of pay for the first step of the higher class but not less than 5% more than their regular pay, including any merit increase to which they would have been entitled in the original class, while performing the duties of the higher class after an employee has worked 15(fifteen) consecutive work-days out-of-class in the higher classification and continuing for the duration of the assignment.

5.3.1.15 Salary Supplements

The Court will provide the following four (4) one-time salary supplements to members of the general bargaining unit to be paid in the following gross amounts, less state and federal taxes, other statutory deductions or deductions authorized by the individual in writing:

1. Seven Hundred and fifty dollar (\$750) one-time salary supplement payable in the first full pay period of November 2011.
2. Seven Hundred and fifty dollar (\$750) one-time salary supplement payable in the first full pay period of January 2012.
3. Eight hundred and fifty dollar (\$850) one-time salary supplement payable in the first full pay period of July 2012.
4. Eight hundred and fifty dollar (\$850) one-time salary supplement payable in the first full pay period of January 2013.

This subsection of the MOU (5.3.1.15) will sunset on September 30, 2013

ARTICLE VI - EMPLOYEE BENEFITS

6.1 Health Benefits

Benefits include all perquisites of employment except for leave. The benefits provided to employees during the term of this MOU shall be as follows:

Employees will continue to receive all benefits provided by the State Administrative Office of the Courts Trial Courts Benefits Program. The Court shall not be responsible for the interruption or discontinuation of benefits caused by the Administrative Office of the Courts, any benefit provider, administrator, or vendor.

6.2 Contribution Towards Cost of Benefits

From October 1, 2011 – December 31, 2011 the Court will contribute up to the following amounts per month, not to exceed the total monthly insurance premium costs for an employee's selected plan(s) and level of coverage, towards any of the health, dental, and vision plans offered by the Court.

Employees shall be responsible for all costs in excess of that amount.

Employee Only	\$ 629.00
Employee + 1	\$ 1106.00
Employee + 2	\$ 1411.00

Beginning Benefit Year 2012, the Court will contribute up to the following amounts per month, not to exceed the total monthly insurance premium costs for an employee's selected plan(s) and level of coverage, towards any of the health, dental, and vision plans offered by the Court.

Employees shall be responsible for all costs in excess of that amount.

Employee Only	\$ 661.00
Employee + 1	\$ 1161.00
Employee + 2	\$ 1481.00

Bargaining unit employees may elect to receive one hundred and twenty five dollars (\$125.00) per month cash-in-lieu-of health benefits, provided the employee shows annual proof of alternate health care coverage. Any employee receiving cash-in-lieu-of health benefits must notify the Court in writing within thirty (30) days if their alternate health care coverage lapses.

6.3 Retirement

Pursuant to Government Code Section 71624, the court and its employees will continue to participate in the CalPers 2% at 55 retirement program pursuant to the terms of the contract between the County of San Benito and CalPers.

The Court agrees that it is bound by the terms of the County of San Benito's contract with CalPERS for retirement. If the County alters the retirement contract to change the calculation of the retirement benefit to the highest year earning of employment the Court agrees it shall be bound by that contractual change and employees shall bear any additional cost.

6.4 Life Insurance

The Court shall provide \$30,000 of term life insurance coverage for each eligible employee.

6.5 Tuition Reimbursement Program

Courses must be related to the work of the employee's career development occupation in such a fashion as will offer substantial benefit to the Court.

The Court will make reasonable effort to accommodate class schedules. Courses not directly related to the employee's work or Court business shall be on the employee's own time.

If an employee voluntarily separates or is terminated from employment, all tuition reimbursement received within the last twelve (12) months will be deducted from the employee's last pay check.

6.5.1 Eligibility

1. Permanent and regular full-time positions are eligible to participate in the tuition reimbursement program. Limited term, temporary and probationary employees are not eligible. Employees are not eligible for reimbursement if their educational costs are being defrayed by another government agency such as the U.S. Veterans' Administration or the California State Department of Veterans' Affairs or a private source.
2. Employee has not exhausted the annual reimbursement limit and sufficient court coverage is available to permit employee time to attend the course.
3. Permanent and regular part-time employees are eligible after two (2) years of continuous employment. Part-time employees shall not be eligible for Court time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty (40) hours.
4. The course or training relates to the employee's occupation or is of demonstrable value to the Court.
5. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the Court.
6. The application for reimbursement is filed with the Court Executive Officer or designee prior to the commencement of the course.

Applications requiring time off must be filed with the Court Executive Officer or designee at least fourteen (14) working days prior to the commencement of the course.

7. Courses must be taken for credit; audited courses will not be reimbursed.
8. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered at the discretion of the Court Executive Officer.
9. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program (approved by the Court prior to enrollment) are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
10. Courses are not eligible for tuition reimbursement if they:
 - a. Are taken to bring unsatisfactory performance up to an acceptable level.
 - b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
 - c. Duplicate in-service training is available.
 - d. Duplicate training which the employee has already had or has had the opportunity to participate in.
 - e. Conventions, workshops, institutes or other Court sponsored programs are excluded in the tuition reimbursement program.

6.5.2 Procedure for Tuition Reimbursement

Reimbursement shall be subject to certification by the Superior Court of California, County of San Benito that the course of study is directly related to the work of the employee.

Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved. Said certification and employee's application for reimbursement shall be submitted to the Court Executive Officer or designee within thirty (30) days of completing the class. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation.

The Court Executive Officer or designee may require that the employee evaluate the course in writing.

6.5.3 Nature of Reimbursement

Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees and required textbooks. Other related expenses and incidental costs, such as parking are not reimbursable.

No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.

The maximum reimbursement that may be received by an employee in one fiscal year shall be as specified in the Memorandum of Understanding.

Expenses less than twenty-five dollars (\$25) for a single course are not reimbursable.

No employee shall be reimbursed for non-resident fees above the normal resident fees.

6.5.4 Continued Service Requirement

An employee must continue in a full-time regular position in the court service for one (1) year from the date of completion of the course. A part-time employee must continue in a part-time regular position in the court service for two (2) years from the date of completion of the course. Failure to continue in the court service for any reason other than medical will result in the forfeiture of any tuition reimbursement payments received less than one (1) or two (2) year(s) prior to separation. In such a situation, the Court payroll designee shall deduct from the employee's final pay check the appropriate amount of tuition reimbursement to be

forfeited. If the final pay check is insufficient to cover the appropriate amount of tuition reimbursement to be forfeited, the Court may take additional action as deemed necessary and appropriate by the Court.

6.6 Association Membership

Court agrees to pay for membership to the California Court Clerks Association. Such payment is contingent upon available funding.

ARTICLE VII HOURS OF WORK, OVERTIME AND PAYDAY

7.1 Hours of Work and Timekeeping

7.1.1 Workweek

Work hours are from 8 a.m. to 5 p.m. Monday through Friday, with up to a one-hour unpaid lunch with supervisor's approval. Employees are provided two fifteen (15) minute paid break periods, one in the morning and one in the afternoon but in no event less frequently than once every four hours. Without prior approval of the supervisor, lunch time can not be used to offset work time and breaks shall not be taken during the first or last hour of a work period and may not be accrued.

Part-time employees are provided breaks and lunch according to their schedule.

For purposes of computing overtime pay, each workweek begins at 12:00 a.m. on Monday. The workweek schedule shall normally consist of five workdays, Monday through Friday, of eight hours work each day, 8 a.m. to 5 p.m. Workweek schedules, however, may be approved or adjusted by the Court Executive Officer on an individual basis. The Court may require any employee to temporarily perform services in excess of forty hours due to public necessity or as convenience so requires.

The Court Executive Officer or designee is empowered to stagger, rearrange, and adjust the hours of employment of employees in such a manner as to enable the Court to keep its offices open at all times required or to accommodate a request by an employee if determined to be reasonable and feasible to maintain normal court operations.

7.1.2 Lactation breaks

Upon reasonable notification from an employee who wants to express breast milk for an infant child, the Court will make reasonable efforts to provide the employee with a private location for that purpose. Subject to the operational needs of the Court, the employee may be required to use their regular break time or such other time as the Court Executive Officer may approve for this purpose.

7.1.3 Timekeeping

Accurately recording time worked is the responsibility of every employee. The Court is required to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is defined as the time actually spent on the job performing assigned responsibilities.

Employees are required to record accurately the time they begin and end their work as well as the beginning and ending time of any split shift or departure from work for personal reasons. Altering, falsifying, or tampering with any time records may result in disciplinary action, up to and including immediate termination of employment.

It is the employee's responsibility to sign his or her time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it to payroll. If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the record unless it is not feasible to obtain the employee's signature to meet payroll deadlines for submission.

7.1.4 Submitting Time Reports

Each employee's time sheets will be submitted for approval to the Court Executive Officer or designee at the end of the pay period. The Court Executive Officer or designee will then submit the signed time sheets or time reports to payroll. Any changes or corrections noted on the time sheets must be initialed by the employee and the supervisor or department head unless it is not feasible to obtain the employee's signature to meet payroll deadlines for submission. Each employee will receive a copy of his/her timesheet upon approval by Court Executive Officer or designee with corrections noted.

7.2 Overtime Pay

7.2.1 Overtime Definitions and Rates of Pay

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. The Court shall use reasonable efforts to assign overtime on an equitable basis.

All employees who work more than forty (40) hours in one workweek, will receive overtime pay computed at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in any one workweek.

Only those hours that are actually worked are added together to determine an employee's pay. Paid time off for vacation, sick leave, bereavement leave, time off to vote, or for any other leave of absence, will not be counted as hours worked for the purposes of determining overtime for employees.

7.2.2 Pre-Authorization

Overtime work must be approved before it is performed unless the circumstances are such that the employee's uninterrupted work is required by the Court, in which case it shall be deemed approved. The employee must complete a written request to work additional hours, and submit it to the appropriate supervisor for signature. Approved written requests should be attached to the employees' monthly timesheet.

Failure or refusal to work scheduled overtime or working overtime without prior authorization from the supervisor may result in disciplinary action, up to and including, termination of employment.

7.2.3 Makeup Time

Employees may make up work time that is or would be lost as a result of authorized leave if the makeup time is performed during the same workweek in which the work time is lost. An employee will only be permitted to make up work time if the employee submits a signed written request and the employee's direct supervisor approves the makeup time in advance. Any employee who performs makeup work will not be paid overtime unless more than forty (40) hours is worked in the workweek that is not a result of make up work time.

7.2.4 Compensatory Time

For each pay period in which an employee works authorized overtime, he/she will earn compensatory time off (one and one half-hour for each hour of overtime worked). The employee may elect to take the time earned in either leave or pay. This election must be made each pay period and must be included on the employee's time sheet. On June 30th of each year, any compensatory time off outstanding balances shall be reduced to zero. Upon separation from court employment, the employee will be paid for any outstanding compensatory time off.

7.3 Other Types of Pay

7.3.1 Holiday Pay

Employees are paid their regular wages for Court-paid holidays as set forth under the MOU section referencing "Holidays." To receive holiday pay, the employee must be in paid status on the regularly scheduled workdays immediately preceding and following the Court holiday.

7.4 Payday

7.4.1 Regular Paydays

Employees are paid on a biweekly basis. Each paycheck will include earnings for all work performed through the end of the current payroll period. Paydays are on alternating Fridays. If a regularly scheduled payday falls on holiday, employees will be paid on the last workday preceding the holiday.

7.4.2 Payment upon Resignation or Termination

If an employee resigns or is terminated involuntarily, his or her final paycheck will be mailed by regular mail in accordance with law. The employee's final paycheck will include payment for all wages due and eligible leave, minus authorized deductions.

7.4.3 Paycheck Distribution

Payroll checks will be distributed to employees. An employee may designate another person to pick up his or her check by written request to Court Executive Officer or designee. Employees may also request to have their payroll checks deposited directly into their bank accounts by written request to court payroll.

Payroll checks may be mailed to employees who are on sick leave or on any other leave upon agreement between the employee and the Court Executive Officer or designee.

Employees are responsible for providing the Court with an accurate mailing address for payroll purposes. If a paycheck is misdirected as a result of inaccurate or obsolete information provided by an employee, a replacement paycheck will be issued within a reasonable time.

ARTICLE VIII TIME OFF (Paid & Unpaid Leave)

8.1 Vacation

8.1.1 Eligibility and Accrual

Regular full-time, probationary, part-time and limited-term employees working more than twenty (20) hours per week begin earning vacation benefits on the date of hire and continue to accrue vacation while in paid status. Employees do not become eligible to take their earned vacation until they have completed 6 months of continuous service. Once an employee becomes eligible to take earned vacation, he or she may use their accrued vacation as an extension of sick leave upon verification of medical condition.

Part-time, probationary, temporary and limited-term employees who work less 20 hours per week are not eligible for vacation benefits.

Vacation accrual shall date from the first of the pay period following the pay period in which the employee started work. If the employee's start date was the first day of a pay period, vacation accrual shall start from then.

To ensure that eligible employees enjoy a period of rest and relaxation away from work, the Court encourages employees to use vacation in the year it is accrued. Once the maximum accrual is reached, the employee will no longer earn vacation benefits. An employee will again earn vacation benefits after the employee has reduced their accrued vacation below the maximum.

Employees shall accrue vacation at the following rates:

1-3 years of service	80 hours per year
3+-10 years of service	120 hours per year
10+-15 years of service	160 hours per year
15+ years of service	176 hours per year

Effective October 1, 2003, Employees may not accrue more than 1.5 times the annual accrual without prior approval by the Court Executive Officer.

8.1.2 Vacation Use

Employees who are terminating their employment for reasons other than paid Court retirement shall not use the date they exhaust accrued leave balances as their termination date unless otherwise pre-approved.

8.1.3 Vacation Approval and Scheduling

The Court Executive Officer or designee shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the court and court service. The Court Executive Officer or designee will make every reasonable effort to accommodate a vacation request considering employee's request and the administrative requirements of the Court.

No employee shall be permitted to work for compensation for the Court in any capacity during the time of his/her paid vacation from Court Service.

All vacations must be approved in advance by the employee's supervisor. Employees should complete a Request for Time Off at least two (2) weeks in advance or in advance as reasonably possible. Approval will depend on whether the request can be accommodated within the Court's workload requirements.

During certain times of the year when numerous vacation requests are received, the possibility exists that not all requests can be granted. Generally, vacation requests will be accommodated according to business needs and the priority of the requests received. Court-wide seniority will be used to break any tie between or among employees who request the same day(s) if requests are received at the same time. If requests are received at different times for the same day(s) off, then the first employee to make the request will be awarded the request time off. Employees are encouraged not to save large amounts of vacation time as they run the risk of losing vacation time.

If an employee becomes ill or has any other FMLA qualifying incident while utilizing vacation leave, the employee may submit a request to the Court Executive Officer or designee to convert the qualifying days utilized from vacation leave to sick leave. The request for conversion must be accompanied by a note from a medical provider identifying the corresponding dates to be converted. The approval of such requests will be at the sole discretion of the Court Executive Officer or designee.

8.1.4 Pay in Lieu of Vacation

No employee will receive pay in lieu of vacation except on the termination of employment (see Vacation Pay upon Termination).

8.1.5 Vacation Benefits During Leaves of Absence

No vacation is earned during an unpaid leave of absence or while on disability salary continuation. Vacation benefits will be earned again when an employee returns to a normal work schedule.

8.1.6 Vacation Advances

An employee is not permitted to borrow on future vacation benefits.

8.1.7 Holidays Occurring During Vacation

If an observed Court holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday.

8.1.8 Vacation for Family Medical Leave Act (FMLA)

Employees who request family care or medical leave pursuant to the Court's FMLA policy must use any available accrued vacation during their family or medical leave.

8.1.9 Vacation Pay Upon Termination

Upon termination of employment, the employee is paid for all accrued vacation at the employee's base rate of pay at the time of termination. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Probate Code section 630.

8.2 Holidays

Regular full-time, probationary, limited-term and part-time employees working more than twenty (20) hours per week are eligible for paid holidays. Temporary employees, probationary, limited-term and part-time employees regularly scheduled to work fewer than twenty (20) hours per week, are not eligible for, and will not receive holiday pay.

An employee must work or take a paid leave day the employee's regularly scheduled work day before and after a holiday to be eligible for that holiday.

An employee who is terminating his/her employment for reasons other than paid Court retirement may not use annual leave, sick leave or comp time on the day after a holiday if his/her last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination.

Regular part-time employees working more than twenty (20) hours per week shall receive a prorated share of the paid holidays as it relates to the forty (40) hour workweek.

The Court observes the following holidays each year:

<u>Holiday:</u>	<u>Calendar Day:</u>
New Year's Day	January 1 st
Dr. Martin Luther King, Jr. Day	3 rd Monday in January
Lincoln Day	February 12 th
President's Day	3 rd Monday in February
Caesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	3 rd Thursday of November
Day After Thanksgiving	Friday after Thanksgiving
Christmas	December 25 th

Eligible employees will receive a day off at their regular rate of pay for each of the holidays listed above.

Holidays falling on Saturdays will be observed on the preceding Friday. Holidays falling on Sundays will normally be observed on the following Monday.

Christmas and New Year's Eve: The Court shall allow employees to take four hours off as paid holiday leave on either Christmas Eve or New Year's Eve if doing so will not impair Court operations as determined by the Court Executive Officer.

Floating Holidays: All permanent full-time Court employees who have successfully passed probation are allowed one (1) Personal Holiday per fiscal year, to be taken at the employee's discretion.

8.3 Sick Leave

8.3.1 Eligibility and Accrual

Regular full-time, probationary, limited-term and part-time employees working more than twenty (20) hours a week begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began. New employees may accrue, but cannot use, sick leave before three (3) months of continuous service.

Part-time, probationary and limited-term employees who work less than twenty (20) hours are not eligible to earn or receive sick leave benefits. Temporary employees are not eligible to earn or receive sick leave benefits.

Regular full-time, probationary and limited-term full-time employees earn ten (10) hours sick leave time per month. Part-time regular or limited-term part-time and probationary part-time employees earn a prorated amount of the ten (10) hours sick leave time per month. Employees may carry over accrued sick leave from one calendar year to the next. Employees do not earn sick leave during any unpaid leave of absence.

8.3.2 Use of Sick Leave

Sick leave may be taken for a personal illness, an emergency as determined by the Court Executive Officer, a disability, or for a family care or medical leave as described in the Court's policy. Employees may also use sick leave to attend to an illness of a child, stepchild, parent, stepparent, in-law, sibling or spouse or other relative at the discretion of the Court Executive Officer. Additionally, hours absent for medical and dental appointments will be treated as sick leave.

The Court retains the right to request verification from a licensed health care provider for all absences due to illness or disability. In an absence of a single day for which sick leave is claimed, the Court Executive Officer or their designee will consider whether a historical pattern of abuse or excessive use of sick leave exists before requesting verification from a licensed health care provider. Sick pay may be withheld if the employee does not provide a satisfactory verification.

An employee is not permitted to borrow on future sick leave benefits.

8.3.3 Approval of Sick Leave

Employees who are unable to report to work due to illness or injury are to notify their supervisor or designee before the scheduled start of their workday. Their supervisor or designee must also be contacted on each additional day of absence, unless other arrangements have been made with the supervisor or designee.

Whenever possible (e.g., for a scheduled doctor's or dentist's appointment), employees must seek approval from their immediate supervisor before taking their sick leave.

8.3.4 Compensation for Sick Leave

Eligible employees will receive pay at their normal rate of pay for any sick leave taken. New employees who are absent during their probationary period due to illness, disability or any other reason that would qualify for sick leave under this section, will not be compensated. No employee will receive pay instead of sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon termination of employment.

8.4 Fitness for Duty Examinations

The Court may require an employee or prospective employee to have a health-related examination including, but not limited to, a physical examination and psychological evaluation under the following circumstances:

- a. When an employee is returning to work from a leave of absence;
- b. When the employee's job performance or safety for the employee or others is an issue, as determined by the Court Executive Officer;
- c. In order for the employee to be eligible for promotion or transfer to a job classification with different physical or mental requirements than the employee's present job classification;
- d. In order to be eligible for hiring or rehiring; or
- e. For any other job-related reason.

The Court will provide written notification of the need for the "Fitness for Duty" examination to the employee or prospective employee. The Court Executive Officer will make arrangements for the examination with a licensed healthcare provider and will advise the employee or prospective employee of the name, address, telephone number and the date and time of the appointment. Failure of an employee to keep a scheduled appointment or to cooperate with the healthcare provider may result in disciplinary action, up to and including dismissal. Failure of a prospective employee to keep a scheduled appointment or to cooperate with the healthcare provider may result in the prospective employee being eliminated from further consideration of employment with the Court.

8.5 Jury/Witness Duty

The Court will provide employees time off to serve, as required by law, on a jury if the employee provides reasonable advance notice. The Court will also provide employees with time off to (1) appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order or (2) obtain any relief, including a temporary restraining order, to help ensure the health, safety, or welfare of a domestic violence victim or child.

Employees will receive their regular pay for the working hours lost while on jury duty and while serving as a non-party witness in response to a subpoena, provided that any payment received for service is given to the Court on the condition that the employee executes a written waiver of all compensation other than mileage allowance that he/she would otherwise receive for such jury duty or witness fee(s).

This section does not apply to employees who elect to serve as expert witnesses. If an employee elects to do so, accrued vacation or compensatory time must be used. Depending on the nature of the expert testimony prior written consent of the Executive Officer may be required.

Evidence of jury duty attendance must be presented to the court prior to start of jury service.

If the location of the assigned jury duty is in excess of 35 miles each way from the Hollister Courthouse, (as determined by Mapquest) the employee will be required to report to work if released from jury duty at or before 12 noon on the day of duty. Employees released prior to noon may request use of appropriate accrual time from the Court Executive Officer or designee instead of returning to work for the afternoon. In that instance the number of hours utilized will be from the release time to the end of the employee's work day minus a lunch break. If in this same circumstance, if the employee is released from jury duty after 12 noon, the employee shall be released from work for the remainder of the day.

In all other circumstances, employees are expected to report for work on those days or parts of days when excused from jury duty, or when such duty does not conflict with the employee's work schedule. For example, employees on jury duty who are released from such duty two (2) or more hours before the end of any regular workday, or who are not scheduled to begin jury duty earlier than two (2) hours after the employee is scheduled to begin the workday, are expected to report to work.

Notification of release time from jury duty shall be required for record keeping purposes.

8.6 Bereavement Leave

This leave of absence will be granted to any employee who requires time off due to the death of a family member: spouse, natural, step or adoptive parents and grandparents of the employee or employee's spouse, domestic partner, natural, step or adoptive siblings of the employee or employee's spouse, or natural, step or adoptive children or grandchildren of the employee or employee's spouse, son-in-law and daughter-in-law of the employee. All regular full-time and part-time employees will be granted up to three days paid time off per death, plus two (2) days for travel if the funeral or arrangements are out of state, not to exceed a total of ten (10) calendar days in one calendar year. Any employee, with approval, may use available paid leave for additional time off.

Upon separation, employees will not be paid for unused bereavement time.

8.7 Other Time-off Provisions

8.7.1 Donation of Blood

Employees will be allowed to take the last two hours of their work shift off without loss of pay for purposes of donating blood. The employee will be required to provide proof that he/she in fact donated blood during this time.

This provision shall not be exercised more than two (2) times per calendar year.

Time provided under this provision shall not be cumulative and advance approval for each donation period shall be obtained from the appropriate court supervisor.

8.8 Leave of Absence without Pay

A leave of absence may be granted only to an employee having a satisfactory record. The leave of absence may be granted for a maximum of thirty (30) calendar days upon prior written request and approval by the Court Executive Officer or designee. The request shall state specifically the reasons for the leave, the date when it is desired to begin the leave and the date of return. Any extension of the leave of absence without pay may be granted on a case-by-case basis.

Benefits shall not accrue while an employee is on leave of absence without pay. The employee shall be responsible to pay any health insurance premiums during the unpaid leave of absence time frame.

If an employee desires to return to work prior to the designated return date, he/she must notify the Court Executive Officer at least five (5) days before returning.

Failure to return at the expiration of a leave of absence or being absent without leave shall be considered an automatic resignation. Such a resignation may be rescinded by the Court Executive Officer if the employee presents satisfactory reasons for his/her absence within three days of the date his/her automatic resignation became effective.

An employee on leave of absence without pay for more than forty (40) hours shall not be entitled to holidays or holiday pay for holidays during such leave. An employee returning from such unpaid leave must work both the regular work day before and the regular work day after a holiday in order to be paid for the holiday.

ARTICLE IX TRAVEL REIMBURSEMENT

9.0 In General

The Court travel reimbursement program is subject to Internal Revenue Service (IRS) requirements for an accountable plan. To be eligible for lodging and/or meal reimbursement, expenses must be incurred in excess of 25 miles from the San Benito Superior Court headquarters (440 Fifth Street, Hollister). All items may be claimed for the actual amount of expense up to the maximum allowed. If the provisions below do not require submission of a receipt for a given item of expense, it is the traveler's responsibility to retain receipts and other records of the expense and have them available for audit, if needed. Lodging, meals, and transportation costs, such as airline tickets, that are provided either by the superior court or included in conference fees, shall not be claimed for reimbursement. All travel by superior court employees on court business must be approved by the Court Executive Officer.

9.1 Meal and Incidental Rates:

For continuous travel of more than 24 hours, the traveler will be reimbursed for their actual expenses (traveler must retain receipts) for breakfast, lunch, dinner, and incidentals for each 24 hours or fractional part thereof of travel up to the maximum rate as follows:

- Breakfast up to \$6.00
- Lunch up to \$10.00
- Dinner up to \$18.00
- Incidentals up to \$6.00 (example: tips)

1. If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.
 - A. For continuous travel of less than 24 hours, the traveler will be reimbursed for actual expenses up to the maximum rates denoted above in consideration of the following:
 1. Travel begins one hour before normal work hours – Breakfast may be claimed.
 2. Travel ends one hour after normal work hours – Dinner may be claimed.
 3. If the trip extends overnight, receipted lodging may be claimed.

No lunch or incidentals (tips) may be claimed on a trip of less than 24 hours, unless approved by the employee's supervisor. Any employee requesting lunch reimbursement must provide a receipt, proof lunch was not provided at the meeting or assignment attended and the lunch expense may not exceed the maximum allowable amount of ten dollars (\$10.00).

According to the Internal Revenue Code, meal costs for same-day travel, even if reimbursed by the employer, are a personal expense, not a "business expense," which means meal costs for same-day travel are subject to taxation, except as noted below.

Meal reimbursements for travel less than 24 hours are non-taxable and non-reportable when:

- ◆ Travel includes an overnight stay.
- ◆ Meals provided to attendees are included as part of a conference curriculum or business meeting.

Under no circumstances will alcoholic beverages be reimbursed.

9.2 Lodging:

All lodging reimbursements require a receipt from a commercial lodging establishment such as a hotel, motel or bed and breakfast inn that caters to the general public. Each day of lodging must be listed separately on the travel expense claim for the actual amount up to the maximum allowed (see below). No lodging will be reimbursed without the submission of a valid receipt. Travelers who stay with friends or relatives are not eligible for lodging reimbursement, but may claim their actual expenses for meals (eaten at a public establishment) and incidentals up to the maximum allowable rates. If a traveler takes a companion on a trip, the traveler should request the hotel to provide verification of the single room cost. Lodging reimbursement requested on a travel expense claim will be approved for the claimant only. For each 24-hour period, the following maximum lodging rate supported by a receipt is allowed:

- ◆ **In-State** – The Administrative Office of the Courts (AOC) Executive Office, per its delegated authority, has established the California Statewide lodging rate for regular travel and conferences at the actual receipted cost up to a maximum rate of \$110, plus tax and energy surcharge. When required to conduct official court business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be allowed for the actual receipted cost up to a maximum rate of \$140, plus tax and energy surcharge (rates effective January 1, 2002).
- ◆ **Out-of-State** – With appropriate pre-approval by the Presiding Judge or designee, out-of-state lodging will be reimbursed for the actual cost substantiated by a receipt.

It is the traveler's responsibility to cancel lodging reservations, if necessary. Reimbursement shall not be allowed for any charges resulting from the failure to cancel lodging reservations timely, unless adequate explanation (approved by the manager/supervisor) is included on the travel expense claim.

Travelers should attempt to have the Occupancy Tax waived for all hotel/motel rooms they stay in while on official court business. The "Hotel/Motel Transient Occupancy Tax Waiver" form (Std. 236) detailed in Finance Memo TC 2001-002 must be completed in order to qualify for the discount.

9.3 Transportation:

Travel should be done in the most efficient and least costly manner. A traveler may use a more costly form of transportation, but will be reimbursed at the least costly rate. The supervisor or manager determines the most economical method of transportation. To do so, the supervisor or court accounting division shall review the travel expense claim to determine whether the least costly method is being claimed. In the absence of an adequate justification for an unusual expense, the travel expense claim will be reduced to the least costly mode of transportation identified. In making the most economical method of transportation determination, consider the following:

- ◆ Use of personal vehicle.
- ◆ Direct expenses (i.e., cost of airfare, rail, bus, car rental, parking, and mileage).
- ◆ Time allotted to complete the assignment for which travel is required.
- ◆ Number of travelers within close proximity traveling to the same place at the same time.
- ◆ Needs of the superior court, such as number of stops and/or equipment to be transported.
- ◆ Availability of transportation at point of destination.

Whenever a traveler chooses to travel in a manner that is not the normal method of transport, the traveler shall be reimbursed for the least expensive manner. Example: If an employee chooses to fly first class rather than coach, reimbursement will be authorized for coach airfare only. A cost comparison showing an itemization of both modes of transportation and related expenses must be attached to the travel expense claim.

9.4 Mileage Reimbursement and Use of Private Vehicles

When an employee is required to travel or is assigned to work at a location other than his or her regularly assigned work location, the Court will either provide transportation for such travel or reimburse the employee for the use of a private vehicle consistent with the rate established by the Administrative Office of the Courts.

Employees required to travel on business for the Court using a privately owned vehicle must:

- (a) have a valid driver's license
- (b) have proof of liability insurance in his or her possession while operating a vehicle on Court business
- (c) be covered for the minimum amount of liability insurance for the minimum amount prescribed by law
- (d) have a vehicle equipped with safety belts in operating condition
 - a. wear the safety belt and make sure all passengers are wearing his or her safety belt
 - b. attest that the vehicle is in safe mechanical condition to the best of his or her knowledge
- (e) report any accidents within 48 hours

- (f) complete an Authorization to Use Privately Owned Vehicles on State Business form (STD 251) annually

9.5 Receipts:

Original receipts are required for every item of transportation and business expense incurred as a result of conducting business except for actual expenses as follows:

- ◆ Railroad and bus fares, where a schedule of fares is published, when travel is within the State of California. However, receipts must be submitted for airfare, pullman accommodations, extra train fare, and travel by any common carrier outside the State, except hotel bus fares.
- ◆ Receipts for taxi fares, shuttle, streetcar, ferry, bridge and road tolls, public or ground transportation, and parking fees of \$3.50 or less are not required.
- ◆ Receipts for telephone or telegraph charges related to State business of \$2.50 or less are not required. However, claims for phone calls must also include the place and party called.
- ◆ In cases where receipts cannot be obtained or have been lost, a statement to that effect shall be attached to the travel expense claim. In the absence of a satisfactory explanation, the amount involved shall not be allowed. Note: A statement as to a lost receipt shall not be accepted for lodging, airfare, rental car, and business expenses.

Reimbursement may be claimed only for actual and necessary expenses noted above. Travelers will be reimbursed, with receipt, for supply purchases necessary to the completion of official court business while on travel status. However, under no circumstances shall a traveler circumvent the procurement rules and regulations. Regardless of the above exceptions, the approving supervisor or executive officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

The required receipts should be arranged in chronological order, taped onto an 8 ½" x 11" sheet of paper, and attached to the travel expense claim. Each receipt must be itemized showing the vendor, date, quantity, cost, and nature of the expense. If the provisions contained in this memorandum do not require the submission of a receipt for a given item of expense, it is the traveler's responsibility to retain such receipts and have them available for audit, if needed.

9.6 Submission of Travel Expense Claim:

An itemized travel expense claim and supporting documentation should be submitted at least once a month. However, if the amount reimbursable for any month does not exceed \$10, the filing should be deferred until the total reimbursement exceeds \$10 or until June 30th (the end of the fiscal year), whichever occurs first. Travel expenses claimed for July 1 and beyond must be on a separate travel expense claim from those claimed for June 30th or earlier to meet fiscal year-end reporting requirements.

In addition, due to the separate approval process, out-of-state expenses must be submitted on a separate travel expense claim from in-state expenses. Travel expense claims totaling less than \$1 shall not be submitted or paid. An electronic travel expense claim will be forwarded to you in the near future.

ARTICLE X EMPLOYEE CONDUCT

10.1 Professional Behavior

The Court strives to operate efficiently while providing a safe and pleasant working environment for its employees. To this end, it is necessary to set certain standards of conduct and provide employees with guidance concerning unprofessional behavior. Infractions of these rules will result in disciplinary action, up to and including, termination. This list is not exhaustive and merely contains examples of the types of conduct that is unprofessional.

The following conduct is unprofessional and unacceptable:

1. Intentional falsification of any Court document, including information on an application, a physical examination questionnaire, time record, and appointing authority or designee records, including falsification by omission;
2. The operation of machinery or equipment in an unsafe manner that might endanger the safety of oneself or others;
3. Misuse of or intentional damage to Court, state or staff property;
4. Intentionally altering, falsifying, tampering, removing, or destroying records without permission;
5. Insubordination;
6. Dishonesty;
7. Theft;
8. Violating conflict of interest rules;
9. Interfering with the work performance of others;
10. Altercations;
11. Harassment, including sexually harassing employees or members of the public;
12. Being under the influence of, using, or possessing alcohol or illegal substances on Court property or while conducting Court business;
13. Gambling on Court property or while conducting Court business;
14. Sleeping at work or leaving work without authorization;
15. Unauthorized possession of weapons on Court property or while conducting Court business;

16. Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Court, its employees or property.
17. Misuse of Court funds or property for personal gain or for other unauthorized purposes.
18. Violation of any Court policy or section contained in this MOU.
19. Violation of any provision contained in the Court Employee's Code of Ethics. (Attachment B)

Supervisors at all levels are responsible for ensuring that employees are familiar and comply with the Court's standards of conduct. In the event of a violation, supervisors are responsible for proceeding with appropriate disciplinary measures.

The Court's Employee Code of Ethics is attached hereto as Attachment A.

10.2 Self-Disclosure

All Court employees are expected to observe and demonstrate the highest standards of conduct and professionalism and shall refrain from engaging in any improper behavior both inside and outside of working hours. All employees are required to notify their supervisor or Human Resources immediately if they are arrested, charged or convicted of any criminal offence during their employment with the court.

10.3 Dress and Grooming Standards

It is necessary that employees maintain a professional appearance at all times. As public servants, Court employees are subject to public scrutiny and comment at all times. The quality of our public service should be reflected by professional demeanor and appearance by all staff members. Court employees are required to maintain reasonable grooming standards and dress appropriately for each work day. The following are general guidelines for proper working attire:

1. All clothing shall be neat, clean, tidy and fit appropriately (i.e. shall not be too tight or too baggy).
2. Clothing shall not contain any political statements or symbols, pornography, offensive language, advertising or promotion of alcohol or drugs.
3. Clothing shall not be ripped, torn, stained or frayed.
4. No clothing shall be worn which exposes undergarments or midriffs.
5. Employees shall not be permitted to work barefoot.
6. No hats shall be worn.
7. In addition to the above restrictions, the following are specifically NOT permitted:
 - a. Flip flops or thongs worn on feet;
 - b. Sweat pants, jogging suits, workout clothes;
 - c. Sheer or risqué blouses and tank tops unless combined with another garment that presents an appropriate appearance;
 - d. Leggings, unless worn with a top that reaches at least to mid-thigh;

- e. Tube tops;
- f. Shorts, except walking shorts worn with nylons or suit;
- g. Visible body piercing except for the ears; and
- h. Dresses, skirts, or walking shorts worn without nylons, except dresses that reach below the knee when standing.

When appearing in court, employees must wear conservative business attire. For men this is defined as a suit or sport coat, tie and dress slacks. Women should wear professional clothing, with nylons if appropriate. Jeans and athletic shoes should be avoided are not permitted.

While in other non-courtroom locations, all employees should wear regular business attire. This includes suites, dress pants, dress shirts, sweaters, and vests. For women it also includes skirts and dresses.

On Fridays, casual wear is acceptable, including jeans and athletic shoes unless the employee is in the courtroom. However, no seat pants, jogging suits or workout clothes will be permitted.

It is also the policy of the Court that each employee's dress, grooming and personal hygiene be appropriate to a Court setting and to the work situation. Hair should be clean and well-maintained in a style appropriate to a Court setting.

Employees who report to work in violation of these standards the first time will be sent home by their supervisor to change clothing and will not be paid until they return to work, dressed and groomed appropriately and will be advised that future violations will lead to disciplinary action.

Individual exceptions may be approved on a day-to-day basis based upon particular assignments or circumstances.

The intent of this policy is to create a more professional and positive work environment and observance of this policy is mandatory.

10.4 Conflict of Interest

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the interests of the Court.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative because of Court business dealings. For the purposes of this section a relative is defined to include the employee's spouse, children, parents, siblings, grandparents, aunts, uncles, nieces, and nephews, who have this relationship with the employee either by blood or marriage, as well as someone who enjoys a close personal relationship with the employee.

Any questions regarding a possible conflict of interest or outside work should be discussed with the immediate supervisor or Appointing authority or designee.

If an employee, his or her spouse, or the employee's or spouse's children, grandchildren, parents, grandparents, or siblings intend to acquire an interest in any real or personal property of an estate with which the employee has duties related to the guardian or conservator of the estate, the employee must report this in writing to the Court Executive Officer or designee.

10.5 Confidential Information

Employees are expected to keep confidential information secure from the public and from all persons who do not have a right to see or use such information. Employment information, sealed files, and any other Court information designated confidential are examples of confidential information.

Employees must not use or disclose any confidential information that they produce or obtain during employment, except as required by their jobs. This obligation remains even after the employment relationship with the Court ends.

Employees shall not release any Court administrative or business information to the public or to any newspaper or media representative without permission from the Court Executive Officer.

Employees may be required to sign a confidentiality agreement as a condition of employment.

10.6 Interest in a Case

Employees shall not intentionally process, handle, or in any manner be involved with any case filed in the Court in which the employee is a party or a witness. Employees shall not intentionally process, handle, or in any manner be involved with any case filed in the Court in which a relative or friend of the employee is a party, alleged victim, or witness. Should circumstances ever require an employee to process a case involving a friend or relative, the employee shall disclose that fact to the Court Executive Officer or designee as soon as possible.

If an employee is a party to a case filed in the Court, the employee shall not use work time to address any matter relating to that case. If time off is needed to address any matter relating to the case, the employee must use the accrued leave in accordance with these policies. If an employee is a party or witness in a case filed in the Court, or has a relative or friend whose case is filed in the Court, the employee should inform the supervisor of the division where the case is being processed.

10.7 Solicitation, Distribution and Bulletin Boards

The Court recognizes that employees have outside interests in events and organizations. However, employees may not solicit during working time or distribute literature concerning these activities during working time or in work areas. For the purposes of this section, working time does not include lunch periods, breaks, or the time before and after work. Work areas do not include the employee lounge.

The Court has bulletin boards located throughout the office for the purpose of communication with its employees. Postings on these boards is limited to Court related materials including statutory and legal notices, safety, disciplinary rules, Court policies, memos of general interest relating to the Court, and other items. The posting of non-Court related written notices on Court bulletin boards is restricted. If an employee has a message of interest to other Court employees, it should be submitted to the Court Executive Officer for approval and posting.

The Union shall have the right to install a bulletin board at its own expense for Union announcements and business at a location accessible to all employees specified by the Court Executive Officer.

10.8 Substance Abuse

10.8.1 Introduction and Purpose

Drug and alcohol abuse in the workplace is detrimental to the health and safety of the user, other employees, and residents of the County. It also contributes to increased absenteeism, tardiness, medical costs, and decreased productivity, as well as resulting in danger to or loss of equipment and property.

The Court is committed to maintaining a safe and healthy work environment for all Court employees free from alcohol and illegal drugs and ensuring that employees and independent contractors are not impaired due to the effects of drug or alcohol use. The Court will also provide information to employees concerning rehabilitation from the adverse effects of alcohol or drugs.

This article is implemented to meet these commitments, increase the awareness of personnel concerning the hazards of substance abuse and inform personnel regarding the consequences of substance abuse in the workplace. All applicants hired by the Court will be provided with a copy of the Policy at the time of hire, or prior to hire upon the applicant's request.

10.8.2 Definitions

- A. "Alcohol" means beer, wine, and all forms of distilled liquor containing ethyl alcohol.
- B. "Drug" means any substance (other than alcohol) that has known mind or function altering effects on human subjects, including but not limited to, substances prohibited or controlled by state or federal substance laws.
- C. "Illegal drugs" means those drugs included in Schedules I-V of the Controlled Substances Act, but not when used pursuant to a valid prescription or when used as otherwise authorized by law. A partial list of illegal drugs includes: opiates (e.g., heroin, codeine, morphine and its derivatives), phencyclidine (PCP), cocaine and its derivatives, barbiturates, amphetamines (including methamphetamine), marijuana and other cannabinoids.

10.8.3 Testing For Drugs and/or Alcohol

- A. For good cause, as determined by the Court Executive Officer in his or her discretion, employees may be required to take a drug or alcohol test. Any employee so tested shall be required to sign an authorization to release the test results and other medical information to the Court.
- B. Upon a confirmed positive test, the employee will be interviewed and questioned about drug or alcohol use. If the Court determines that the employee's use of drugs will impair his or her ability to effectively and safely perform the function of the job, the Court will discipline the employee, up to and including dismissal. If the Court determines that the employee's use of alcohol will impair his or her ability to effectively and safely perform the functions of the job, the Court will discipline the employee, up to and including dismissal, subject to any obligation of reasonable accommodation.
- C. Discipline may be waived on a one time basis if the employee agrees to enter the San Benito County Substance Abuse Treatment Program prior to undergoing testing. An employee tested and confirmed as under the influence of alcohol or controlled substances or who has requested the one time disciplinary waiver shall be placed on unpaid leave until evaluation by a Substance Abuse Professional of San Benito County and entry into an approved course of treatment.

10.8.4 Maintenance and Disclosure of Test Results

- A. Tests results and laboratory reports will be disclosed strictly on a need-to-know basis and to the employee upon request. Test results may also be disclosed under the following circumstances:
 - 1. The information is compelled by law or by other judicial process;
 - 2. The information has been placed at issue in a formal dispute between the Court and the employee;
 - 3. The information is to be used in administering an employee benefit plan;
 - 4. The information is needed by medical personnel for the diagnosis or treatment of the employee, and the employee is unable to consent.
- B. Test results and laboratory reports shall not be placed in the employee's general personnel file. Information of this nature will be maintained in a separate confidential medical folder. Access to the folders shall be controlled by Human Resources.

ARTICLE XI EMPLOYEE DISCIPLINE

11.1 Discipline Rules and Policies

When an employee engages in misconduct or when an employee's job performance is unsatisfactory disciplinary procedures may be initiated.

The possible disciplinary actions that may be taken against an employee include written reprimand, suspension without pay, demotion, and dismissal. A notation or copy of all disciplinary actions will be placed in the employees' personnel file.

11.2 Grounds for Discipline

Employees may be disciplined for poor job performance, unsatisfactory work quality, inappropriate conduct, excessive absenteeism or tardiness, failure to follow Court procedures, failure to follow safety regulations, or violation of any Court policy or any reason set forth in section Article 10.1. Discipline shall be for just cause.

11.3 Disciplinary Actions

Types of disciplinary action include, but are not limited to, the following:

- a. **Oral Counseling:** An oral discussion with a supervisor concerning expected performance and conduct and workplace behavior.
- b. **Oral Warning:** An oral admonition about inappropriate conduct or performance either with or without an oral explanation of expected performance and conduct and workplace behavior.
- c. **Written Warning:** A written admonition about inappropriate conduct or performance either with or without an explanation of expected performance and conduct. At the time of presenting the written warning to the employee, the employee shall sign an acknowledgement that they have been presented with the written warning. This is not an admonition, but an acknowledgement that it was presented to the employee. The employee will be provided a copy of the written warning and will be provided seven (7) working days to submit a written response to the written warning. After two (2) years, if there are no other disciplinary issues, the reprimand shall be removed from the employee's file upon written request.

- d. **Written Reprimand:** The supervisor may give the employee a written reprimand. If the circumstances that led to the written reprimand are not resolved within a reasonable time, the supervisor may take another disciplinary action. At the time of presenting the written reprimand to the employee, the employee shall sign an acknowledgement that they have been presented with the written reprimand. This is not an admonition, but an acknowledgement that it was presented to the employee. The employee will be provided a copy of the written reprimand and will be provided seven (7) working days to submit a written response to the written reprimand. This written response shall also be placed in the employee's personnel file. After two (2) years, if there are no other disciplinary issues, the reprimand shall be removed from the employee's file upon written request.
- e. **Suspension without Pay:** For circumstances that warrant discipline more severe than a written reprimand, an employee may be suspended without pay. A suspension without pay is subject to the employee's due process rights as described in section 10.1.5 and following.
- f. **Demotion:** A demotion is a reduction in or loss of seniority or a reassignment or transfer to a position that results in a loss in or reduction of compensation. A demotion may be ordered by the Court Executive Officer under circumstances that warrant discipline other than a written reprimand or suspension. A demotion is subject to the employee's due process rights as set forth in sections 10.1.5 and following.
- g. **Dismissal:** Upon authorization of the Court Executive Officer, an employee may be dismissed from the Court's employment. Dismissal is subject to the employee's due process rights as set forth in sections 11.6 and following.

11.4 Administrative Leave

Under appropriate circumstances as determined by the Court, an employee may be placed upon administrative leave, with pay. Administrative leave is not disciplinary and, by itself, carries no disciplinary stigma. Administrative leave is not subject to due process rights. The terms and conditions of administrative leave shall be determined on a case-by-case basis by the Court.

11.5 Notice of Proposed Disciplinary Action

If the Court is considering disciplinary action against an employee more severe than a written reprimand, the employee shall be given written notice of the proposed disciplinary action. The notice shall include a description of the proposed discipline, the date it is intended to become effective, a description of the facts and circumstances upon which the proposed discipline is based, and a statement informing the employee of his or her right to respond either orally or in writing to the charge by a specified date. If the proposed discipline is based, in whole or in part, on written materials or documents, the notice shall either provide the employee with copies of the materials or documents or, in the alternative, inform the employee of when and where they may be reviewed.

If the employee does not respond to the notice within 5 days, the Court may implement the proposed disciplinary action, without further notice. The disciplinary action shall be conclusive and final.

If the employee does respond to the notice within 5 days the Court shall consider the employee's response and all information relevant to the circumstances. The Court shall thereafter issue a written determination on the notice of proposed disciplinary action. If the determination recommends the implementation of discipline more severe than a written reprimand, the employee shall have the right to request an evidentiary due process hearing within five (5) working days of the date that the court issues its written determination.

The Court may place the employee on paid administrative leave at any time while the charges are pending.

11.6 Due Process Evidentiary Hearing

If an employee timely requests a hearing on the Court's determination to impose discipline more severe than a written reprimand, the parties shall select a hearing officer by requesting a list of seven (7) experienced hearing officers from the State Mediation and Conciliation Service and thereafter alternately striking names from the list until a hearing officer is selected.

The employee and the Court shall have the right to call witnesses and present evidence. Upon request of the employee, the Court shall release employees to testify at the hearing. The hearing officer shall have the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents and other evidence as provided by Code of Civil Procedure section 1282.6.

The employee shall have the right to representation, including legal counsel paid by the employee.

The hearing shall be conducted within thirty (30) days of the date of the employee's request unless the parties agree to some other time. An appropriate record of the hearing shall be made and, at the conclusion of the hearing, the hearing officer shall prepare a written report that includes findings of fact and conclusions that reference the evidence and a recommendation with regard to the proposed discipline.

If the hearing officer disagrees with the Court's determination of discipline, the Court shall furnish a certified copy of the record of the hearing to the employee or, if the employee is represented by a recognized employee organization or legal counsel, to that representative without cost.

11.7 Review and Appeal

The Court shall have thirty (30) calendar days from receipt of the hearing officer's report and recommendation to issue a written decision accepting, rejecting or modifying the hearing officer's report and recommendation. The Court and employee may agree to a different time in writing. The Court's review of the hearing officer's report and recommendation shall be conducted by an individual other than the disciplining officer.

In making its decision, the Court shall be bound by the factual findings of the hearing officer, except findings that are not supported by substantial evidence. Costs of discipline proceedings, not including attorney's fees or the fees of witnesses or consultants, if any, incurred by the employee, shall be borne by the Court.

If the Court rejects or modifies the hearing officer's recommendation, the Court shall provide a written explanation of its reasons for the modification. The Court may reject or modify the recommendation of the hearing officer only if the material factual findings are not supported by substantial evidence, for any of the following reasons, or for reasons of substantially similar gravity or significance:

- a. The recommendation places an employee or the public at an unacceptable risk of physical harm.
- b. The recommendation requires an act contrary to law.
- c. The recommendation obstructs the Court from performing its constitutional or statutory function.
- d. The recommendation disagrees with the Court's penalty determination, but the hearing officer has not identified material, substantial evidence in the record that provides the basis for that disagreement.
- e. The recommendation is contrary to past practices in similar situations presented to the hearing officer that the hearing officer has failed to consider or distinguish.

- f. The recommendation exposes the trial court to present or future legal liability other than the financial liability of the actual remedy proposed by the hearing officer.

11.8 Judicial Review

An employee may challenge the final decision of the Court by filing a writ of mandamus pursuant to Code of Civil Procedure section 1094.5 in the appropriate court. Review by that court shall be limited to the record. In reviewing the Court's decision, the reviewing court shall be bound by the hearing officer's factual findings that are supported by substantial evidence.

ARTICLE XII – TERMINATION OF EMPLOYMENT

12.0 Termination of Employment

12.1 Voluntary Termination

The Court will consider an employee to have voluntarily terminated employment if any of the following occur:

- a. Elects to resign from the Court;
- b. Fails to return from an approved leave of absence on the date specified by the Court; or
- c. Fails to report for work without notice to the Court for three consecutive days.

12.2 Layoffs

Occasionally, the Court may need to terminate an employee due to a reduction in force necessitated by reorganization, job elimination, economic downturns, or lack of work. Should the Court consider such terminations necessary, the Court will attempt to provide all affected employees with advance notice when practical. Layoffs will be based on seniority.

12.3 Release from the Probationary Period

An employee may be involuntarily separated because the employee is not qualified for, or has not adapted to, the type of work assigned and no other assignment is available. Release during the probationary period may be with or without cause and requires no advance notice. No due process rights attach to a release during the probationary period.

12.4 Involuntary Termination

Involuntary termination of an employee shall be effective on the date specified in the notice of proposed disciplinary action, when the employee does not request a due process evidentiary hearing. When the employee does request a due process evidentiary hearing, the date of termination shall be the date specified in the final decision or such other date as determined by the Court and employee.

12.5 Reemployment after Resignation

Within one (1) year of resignation, a person who has completed at least twelve (12) months of continuous service with satisfactory or better performance evaluations and who gave at least two (2) weeks advance notice of resignation may, at the discretion of the Human Resources Manager, be certified for employment in the class previously held.

12.6 Reemployment after Layoff

For a period of one (1) year, a person who has been involuntarily laid off shall have the right to be offered reemployment in the class he or she previously held. Upon written request to the Human Resources Manager, he or she shall be granted an additional year, not to exceed a total of 24 months after layoff. The Court's obligation shall be limited to offering the person reemployment in the class within the year, or within two years if extended. The Court may offer reemployment in another class but that shall not extinguish the person's reemployment right.

ARTICLE XIII GRIEVANCE AND COMPLAINT PROCEDURES

13.1 Open Communication

The Court encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or other management representative, including the Court Executive Officer. Although the Court cannot guarantee that in each instance the employee will be satisfied with the result, the Court will attempt in each instance to explain the result to the employee if the employee is not satisfied.

The Court believes that employee concerns are best addressed through this type of informal and open communication. Because no solution is possible without candid discussion, employees are encouraged to speak openly with their supervisor or other management, and are assured that they may use the Court's open door policy without fear of reprisal.

Grievance and Complaint Procedures

13.2 Statement of Policy

For those issues and concerns that are not resolved through open communications, these grievance procedures are designed to allow employees to voice job-related complaints, to have them considered fairly by the Court and to have them resolved at the lowest level possible.

Any employee who has a grievance shall complete the Grievance Form and submit it to their immediate supervisor, or other management representative.

Each party involved in a grievance should act quickly so that the grievance can be resolved promptly. Every effort should be made to complete the action within the limits specified in the grievance procedures. The parties may extend the time limitations for any step through mutual consent.

The Court will not take punitive action against any employee for using the grievance procedures.

13.3 Grievance Defined

A grievance is an alleged violation, misinterpretation, inequitable application or non-compliance with this Memorandum of Understanding. A grievance shall not be used to review Court administrative procedures, examinations or tests, disciplinary actions or performance evaluations.

13.4 Complaint Defined

A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Memorandum of Understanding. Complaints shall only be processed as far as the Court Executive Officer or designee.

13.5 Grievance and Complaint Procedure

Whenever an employee believes that he or she has a grievance as defined above, the employee should bring the matter to the attention of his or her supervisor, unless that supervisor is the subject of the grievance, as soon as possible but not later than ten (10) calendar days after receipt of knowledge of the act or event which is the basis of the grievance and shall be processed in the following manner:

1. Step 1: Informal

Any employee who believes that he or she has a grievance shall discuss the grievance orally directly with the Court Executive Officer, or designee, or the Presiding Judge, if the subject of the grievance is the Court Executive Officer. Every reasonable effort shall be made to resolve the grievance at this level.

2. Step 2: Court Executive Officer

Any employee or any official of the Union may notify the Court Executive Officer in writing that a grievance exists, stating the particulars of the grievance, and if possible, the determination desired. This notification must be filed within ten (10) days after completion of the informal process or thirty (30) days of the act or event which is the basis of the grievance. The Court Executive Officer will review the written grievance and discuss the matter with the persons involved and render a decision. The decision will be in writing and will be given to the employee within thirty (30) days after the notification was filed with the Court Executive Officer.

3. Step 3: Arbitration Panel

If the employee is not satisfied with the decision of the Court Executive Officer, the employee may appeal the matter to an arbitrator from the State Mediation and Conciliation Service. The parties shall request a panel of seven potential arbitrators and alternately strike names from the list until one name remains, unless they agree otherwise. The arbitrator shall schedule a hearing within thirty (30) days appointment, conduct the hearing and render a decision within thirty (30) days thereafter. The decision of the arbitrator shall be final and binding on the parties. Cost of the arbitrator and court reporter shall be borne by the Court.

13.6 Settlement

At any time the employee and the Court may settle a grievance on such terms as are mutually agreeable. Settlement shall terminate the grievance process.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.1 No Strike or Lockout

During the term of this Agreement, the employees shall not withhold their labor or engage in other conduct to disrupt the operations of the Court and there shall be no lockout by the Court.

14.2 Funding Contingency

The Court's obligation to perform the monetary provisions of this MOU is contingent on receipt of funding from the Administrative Office of the Courts and, if necessary funding is not approved or appropriated, the Court shall be relieved of its economic obligations hereunder and the parties shall resume bargaining on all economic issues.

14.3 Severability

In the event that any provision of this MOU should be found by a court of competent jurisdiction to be unenforceable, the finding shall have no effect on any other provision.

14.4 Whole Agreement

Both parties agree that this MOU concludes all negotiations and conferences required pursuant to Government Code section 71600 et seq., and sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding, practice or MOU between the parties, formal or informal, is hereby superseded or terminated in its entirety.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained in this MOU shall be binding upon the parties, unless it is made and executed, in writing, by both parties.

14.5 Labor Management Committee: Flexible Schedule

Both parties agree to the creation of a labor management committee which will review the feasibility of a flexible work schedule. The committee shall be composed of two members from each side to meet and study the feasibility of a flexible work schedule. The committee shall have the ability to study and made recommendations to the Court Executive Officer for a flexible scheduling program.

14.6 Staffing Evaluation:

Upon execution of a new labor agreement, the Court agrees to evaluate, within thirty (30) calendar days, employees in the following job positions listed proposes of promotion:

1. Legal Processing Clerk I: All incumbent employees of this job shall be evaluated for purposes of being promoted to a Legal Processing Clerk II.
2. Court Clerk: All incumbent employees of this job shall be evaluated for purposes of being promoted to a Senior Court Clerk.

If an evaluation determines that an employee shall be promoted to Legal Process Clerk II or a Senior Court Clerk as referenced in Nos. 1 and 2 above, than that employee shall be placed at a pay range that is at least a one step (5%) increase on the range over the salary received prior to the promotion.

At no time does this proposal mean to affect a decrease in pay for an employee.

14.7 Catastrophic Leave Program

The Catastrophic Leave Program allows permanent employees (those who have successfully completed their probationary period) under specified conditions to receive donated leave credits from their co-workers when they are unable to work and are experiencing financial hardship as the result of a catastrophic illness or injury.

Eligibility

To qualify for participation in the program, employees suffering a catastrophic illness or injury must have an approved absence and expect to exhaust all paid leave credits. Paid leave credits include all sick leave, vacation, personal holiday credits, and compensating time off (CTO).

A catastrophic illness or injury is defined as a severe illness or injury that incapacitates an employee and creates a financial hardship once the employee has exhausted all paid time off. A catastrophic illness or injury may also include a member of the employee's immediate family who is incapacitated if this situation results in the employee needing to take time off of work to be the primary care giver for the family member. An immediate family member is defined as the employee's parent, sibling, spouse, domestic partner (registered with the Secretary of State), or child (including natural, step-, foster, or adopted children, as well as children of a domestic partner), or any person residing in the employee's household.

Procedure for Participation

Employees who wish to receive benefits from the program must submit to Court Executive Officer or designee, a request to participate in the catastrophic leave program. The request will be reviewed to ensure that it meets the established criteria of the program. All requests for participation in the program must include:

- name and work location of employee;
- reason for the request and a physician's verification of the illness or injury of the employee or family member;
- dates of absence;
- specific date when leave credits are expected to be exhausted;
- statement of what information can be included about the employee's situation in the general announcement soliciting donations

An announcement soliciting voluntary leave donations will be sent to all employees of the court for requests that have been approved and meet the established criteria of the program.

Leave Donations

Employees desiring to donate leave credits are required to sign an authorization form indicating the type of leave donated and the number of hours. Vacation, personal holiday credits, and/or official CTO credits may be donated. Sick leave and unofficial CTO credits are not eligible for donation. A minimum donation of one hour is required. Thereafter, donations may be made in one-hour increments.

The Court will transfer eligible leave credits, hour for hour, from the leave records of donating employees to the recipient's leave record. Donations will be credited to the recipient's record, and will be available for use once all leave credits have been exhausted.

Employees who receive donated credits through this program will be required to use any leave credits they continue to accrue on a monthly basis prior to receiving credit from donations. At no time may a recipient receive more than 100% of their current salary while on leave.

The Court will not disclose the identities of the donors to the recipient. The use of donations for catastrophic illness or injury will be limited to a maximum of twelve continuous months for each occurrence.


ARTICLE XV TERM OF MOU

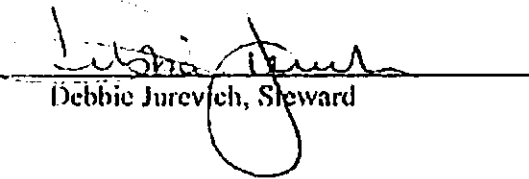
This MOU shall become effective upon ratification by the Court and the Union and shall remain in full force and effect until September 30, 2013.

In WITNESS WHEREOF, the Court and the Union hereunto affix their signatures this 17th day of January, 2012.

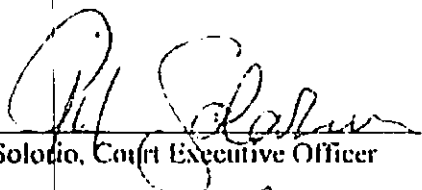
**Service Employees International Union,
Local 521**

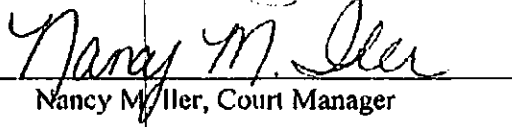
By: 
Jay Donato, Internal Organizer

By: 
Tania Maheu, Steward

By: 
Debbie Jurevich, Steward

San Benito County Superior Court

By: 
Gil Solodio, Court Executive Officer

By: 
Nancy M. Miller, Court Manager

ATTACHMENT "A"
SALARY SCHEDULE

Effective October 1, 2006						
Classification	Step A	Step B	Step C	Step D	Step E	Step F
Legal Process Clerk I	14.00	14.71	15.44	16.22	17.02	17.88
Account Clerk	14.33	15.05	15.81	16.59	17.43	18.30
Legal Process Clerk II	14.71	15.44	16.22	17.02	17.88	18.76
Court Clerk	15.81	16.60	17.43	18.30	19.22	20.18
Lead Court Clerk	17.87	18.75	19.70	20.68	21.72	22.80
Senior Court Clerk	17.87	18.75	19.70	20.68	21.72	22.80
Court Reporter						34.60

Effective October 1, 2007						
Classification	Step A	Step B	Step C	Step D	Step E	Step F
Legal Process Clerk I	14.56	15.30	16.06	16.87	17.70	18.59
Account Clerk	14.90	15.65	16.44	17.25	18.13	19.03
Legal Process Clerk II	15.30	16.06	16.87	17.70	18.59	19.51
Court Clerk	16.44	17.26	18.13	19.03	19.99	20.99
Lead Court Clerk	18.58	19.50	20.49	21.50	22.58	23.71
Senior Court Clerk	18.58	19.50	20.49	21.50	22.58	23.71
Court Reporter						35.98

Effective October 1, 2008						
Classification	Step A	Step B	Step C	Step D	Step E	Step F
Legal Process Clerk I	15.14	15.91	16.70	17.54	18.41	19.33
Account Clerk	15.50	16.28	17.10	17.94	18.86	19.79
Legal Process Clerk II	15.91	16.70	17.54	18.41	19.33	20.29
Court Clerk	17.10	17.95	18.86	19.79	20.79	21.83
Lead Court Clerk	19.32	20.28	21.31	22.36	23.48	24.66
Senior Court Clerk	19.32	20.28	21.31	22.36	23.48	24.66
Court Reporter						37.42

*All unit classes are covered by the overtime provisions of the Fair Labor Standards Act.

ATTACHMENT "B"

CODE OF ETHICS FOR THE COURT EMPLOYEES OF CALIFORNIA



CODE OF ETHICS FOR THE COURT EMPLOYEES OF CALIFORNIA

A fair and independent court system is essential to the administration of justice in a democratic society. Proper conduct by court employees inspires public confidence and trust in the courts, and conveys the values of impartiality, equity, and fairness that bring integrity to the court's work. To advance these values and to achieve justice we believe certain moral principles should govern all that we do. We therefore commit ourselves to:

- Tenet One** Provide impartial and evenhanded treatment of all persons;
- Tenet Two** Demonstrate the highest standards of personal integrity, honesty, and truthfulness in all our professional and personal dealings, avoiding the misuse of court time, equipment, supplies, or facilities for personal business;
- Tenet Three** Behave toward all persons with respect, courtesy, and responsiveness, acting always to promote public esteem in the court system;
- Tenet Four** Safeguard confidential information, both written and oral, unless disclosure is authorized by the court, refusing ever to use such information for personal advantage, and abstain at all times from public comment about pending court proceedings, except for strictly procedural matters;
- Tenet Five** Refrain from any actual impropriety, such as:
- breaking the law,
 - soliciting funds on the job,
 - receiving gifts or favors related to court employment,
 - accepting outside employment that conflicts with the court's duties, or
 - recommending private legal service providers;
- Tenet Six** Avoid any appearance of impropriety that might diminish the honor and dignity of the court;
- Tenet Seven** Serve the public by providing procedural assistance that is as helpful as possible without giving legal advice;
- Tenet Eight** Furnish accurate information as requested in a competent, cooperative, and timely manner;
- Tenet Nine** Improve personal work skills and performance through continuing professional education and development;
- Tenet Ten** Guard against and, when necessary, repudiate any act of discrimination or bias based on race, gender, age, religion, national origin, language, appearance, or sexual orientation;
- Tenet Eleven** Renounce any use of positional or personal power to harass another person sexually or in any other way based on that person's religious beliefs, political affiliation, age, national origin, language, appearance, or other personal choices and characteristics; and
- Tenet Twelve** Protect the technological property of the court by preserving the confidentiality of electronically stored information and abstain from personal use of court computer systems and hardware.

A code of ethics cannot possibly anticipate every moral dilemma and ethical choice that may arise in the execution of one's day-to-day professional responsibilities. Personal discretion in the interpretation of this Code of Ethics is both necessary and desirable. We who believe in it will continue to try to cultivate within ourselves the moral sensibilities that will inform and enliven our consciences and make us true servants of justice.

Adopted 5/17/94

GUIDELINES

The following guidelines clarify and embellish the tenets to which we subscribe:

**Guideline for Tenet One
IMPARTIALITY**

All persons coming to the court for assistance are entitled to fair and equitable treatment, regardless of their personal behavior or legal situation. Court employees must remember that they are often dealing with people who may be having one of the worst experiences of their lives. They must offer to angry, confused, uneducated, and sometimes deceitful customers the same level of competent and policy-neutral help that they provide to those who are pleasant and appreciative. While every court employee has the right to freedom of association or political expression, he or she does not have the right to take sides in a legal dispute, interject himself or herself into the legal decision-making process, second-guess a judge's ruling, or give the appearance of partiality on a political issue that is likely to come before the court. The procedural integrity of the court must be protected at all times.

**Guideline for Tenet Two
PERSONAL INTEGRITY**

The fundamental attitudes and work habits of individual court employees are of vital importance. Honesty and truthfulness are paramount: employees should not, for example, knowingly make omissions on time cards or personnel records; backdate a court document for any reason unless ordered to do so by the court; falsely claim reimbursement for mileage or expenses; double dip from professional associations or other sources; lie about leaving work early for a doctor's appointment; misuse the telephone, facsimile machine, or copying machine; or take supplies home for private use. Each individual employee should also contribute to the integrity of the entire court staff by striving to avoid factionalism and inspire mutual loyalty and trust.

**Guideline for Tenet Three
PROFESSIONALISM**

Employment in the court system is a public trust engendered by the citizens' confidence in the professional knowledge and competency and personal integrity of the officers and employees of the judicial branch. A professional knows every aspect of his or her job and can provide complete, understandable answers to the public's questions. A professional presents a businesslike image of methodical and systematic efficiency and does not abuse the position of power that special knowledge affords. A professional never criticizes a co-worker in public nor denigrates a customer at the counter. A professional raises conflict resolution to an art form, always seeking to preserve the dignity of the individuals involved in a dispute, thereby preserving the dignity of the court. The word "respect" is never far from the professional's mind.

**Guideline for Tenet Four
CONFIDENTIALITY**

Sensitive information acquired by court employees in the course of discharging their official duties should never be revealed until it is made a matter of public record. Sometimes breaches of confidentiality do not involve intentional disclosure of official court records but are the result of innocent and casual remarks about pending or closed cases, about participants in litigation, or about juries, any of which could give attorneys, litigants, and reporters confidential information. Such remarks can seriously compromise a case or a person's standing in the community. Court staff should discuss cases only for legitimate reasons, and should handle sensational or sensitive cases with great care.

**Guideline for Tenet Five
IMPROPRIETY**

Improprieties can take many forms. Examples of improper behaviors include seeking any favor, soliciting any gift, or actually receiving any gift or the promise of one, whether it be money, services, travel, food, entertainment, or hospitality that could be construed as a reward for past or future services; improperly intervening to expedite administrative processes; or accepting private employment in conflict with the proper discharge of official court duties. In addition, any mode of conduct that casts doubt upon the integrity and impartiality of the legal system is forbidden. While court employees cannot regulate the conduct of others, they can conduct themselves in a manner that inspires public confidence in the role they play in the pursuit of justice. Proper conduct involves daily and scrupulous affirmation of moral principles and observance of all laws, rules, policies, and procedures.

**Guideline for Tenet Six
APPEARANCE OF
IMPROPRIETY**

Court employees are expected to refrain from engaging not only in improper behavior, but also in behavior that others might perceive to be improper. Any activity that gives the impression that court employees can be improperly influenced in the performance of their official duties is prohibited. A court employee should not, for example, seek or provide special consideration regarding traffic citations or parking violations; openly discuss the merits of cases pending before the court; or be overly solicitous to litigants or counsel, which could give the appearance of preferential treatment. To gauge the propriety of an action, consider how it would be reported in tomorrow's newspaper. Bear in mind that court employees are required to live up to a higher standard of ethical behavior than the general public.

**Guideline for Tenet Seven
PROHIBITION
AGAINST GIVING
LEGAL ADVICE**

Given the experience and visibility of court employees, it is natural for those who deal with the court, including attorneys and litigants as well as the general public, to ask questions such as: "Should I fight this?" "How do I fight this?" "To whom should I go for legal assistance?" "What does the law say?" Court employees can and should patiently explain how to file forms and pay fines, and should clarify legal language and the court's policies attendant to procedural due process. They must not, however, cross the line separating a court employee from a licensed legal practitioner by giving their opinion on the law or, worse, giving their opinion as the law. Court employees should cite this tenet when pressed by those seeking gratuitous legal advice.

**Guideline for Tenet Eight
DUTY TO SERVE**

A major goal of all court employees is to provide accurate and timely information. When giving information to customers, whether orally or in writing, present it in as easily understandable a format as the inquiry allows, and avoid legal jargon whenever possible. Court personnel are employed to serve and should strive to do everything possible to make things easier for customers rather than for themselves or the court organization. The category of customer should extend not only to the general public but also to attorneys, process servers, staff members of other justice agencies, and especially to fellow court employees. Colleagues are internal customers and should have their information service needs met with the same level of dispatch and consideration as external customers.

Guideline for Tenet Nine
COMPETENCY

Court employees are encouraged to participate in professional activities and associations, and especially to take advantage of internal and external educational programs to improve their personal and professional skills. The laws and rules under which the courts operate are continually changing as a result of legislative actions, higher court decisions, and evolving values and technologies. Courts and their employees must perform efficiently despite this constant state of flux. Professional development may include attending classes, doing outside reading, participating in professional organizations, and soliciting ideas and information from others both during and after the work day. Court managers at all levels of the California court system should initiate and oversee ongoing professional growth programs for all court employees that include the study of this Code.

Guideline for Tenet Ten
DISCRIMINATION

Each day court employees assist users of court services of many races, religions, national origins, languages, sexual orientations, and varieties of personal appearance. They may deal with accused felons, child abusers, participants in painful dissolutions, those grieving from an injury or loss of a loved one, or people experiencing any one of numerous kinds of human pain or dysfunction. Court employees are expected to treat each other and each user of court services equally and with compassion. Equal access to the court system and equal treatment for all is the cornerstone of the administration of justice. Court employees must expose and discourage discrimination wherever it exists.

Guideline for Tenet Eleven
HARASSMENT

Court employees are to refrain from making sexual advances and insinuations that are inappropriate and offensive, or that could be perceived as such. Harassment may also take nonsexual forms such as verbal, physical, and psychological. The investigation of a harassment complaint is difficult because a determination will often be based on the credibility of the parties. A supervisor is obligated, however, to conduct a prompt and thorough investigation of any allegation of harassment. If the investigation reveals that harassment has occurred, corrective action should be taken immediately. The supervisor should then conduct further inquiry to ensure that the action was effective and that the harasser has not retaliated against the complainant.

Guideline for Tenet Twelve
TECHNOLOGY

Information retained in electronic files should be treated like any other official court document. Its confidentiality should be assumed unless otherwise specified. To preserve the integrity of electronic systems, court employees shall correct any errors or omissions, guard against sabotage in any form, scan and repair viruses when possible, and avoid using court equipment for purposes other than court business. Great care should be taken in the transmission of electronic data so that it would not embarrass the court or the sender if read by an unintended recipient. Court employees may not install personal software or equipment without prior approval of the court executive officer, nor shall they take copyrighted software outside the court for personal use. Questions about the ownership of intellectual property should be directed to an administrator.