

# **SAN BENITO COUNTY SUPERIOR COURT**



Memorandum of Understanding  
Between  
**The San Benito County Superior Court**  
and  
**The Supervisor and Professional Unit  
Service Employees International Union,  
Local 521, CTW-CLC**

**June 1, 2014 – September 30, 2016**

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# **ARTICLE I GENERAL PROVISIONS**

## **1.1 Parties to the Agreement**

This Memorandum of Understanding (MOU) is made and entered into between the Superior Court of California, County of San Benito (herein called the "Court"), and the Service Employees International Union, Local 521, or its lawful SEIU successor (herein called the "Union").

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, ("Union") have met and conferred concerning the subject of wages, hours and the terms and conditions of employment for employees in the Supervisor and Professional 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 Supervisor and Professional Unit. The classifications in the Supervisor and Professional 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 Supervisor and Professional 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 Supervisor and Professional. 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**

#### **Salary Supplement:**

The Court agrees to the payment of a Salary Supplement for each bargaining unit employee employed with the Court who has successfully passed probation as of May 31, 2013, according to the schedule, terms, and amounts set forth below:

1. Effective the first full pay period after May 31, 2013, each bargaining unit employee employed with the Court who has successfully passed probation as of May 31, 2013, will receive a one-time Salary Supplement of two thousand five hundred dollars (\$2,500.00) that will be paid as taxable income.

During the term of this MOU, there will be no salary adjustments except the provisions of Section 5.3.1.3 (Adjustment within Salary Range) and 5.3.1.5 (Salary upon Promotion) shall continue to apply.

### **5.2 Bilingual Pay**

Positions designated as bilingual shall receive bilingual premium pay in the amount of thirty-seven dollars fifty cents (\$37.50) twice per month. 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 a non-probationary 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 performance improvement plan (PIP) which will be discussed and reviewed with the employee. The PIP 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 PIP, 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 July 1 and the employee is evaluated at below satisfactory and a PIP 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 PIP 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.



## **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 or substantially equivalent benefits currently provided by Blue Shield of California, Delta Dental, and MES Visions. The Court shall not be responsible for the interruption or discontinuation of benefits caused by any benefit provider, administrator, or vendor.

### **6.2 Contribution Towards Cost of Benefits**

For Benefit Year 2010, the Court will contribute up to the following amounts, 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 under Blue Shield of California. 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 June 2013, the Court will contribute up to the following amounts, 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 currently offered under Blue Shield of California or insurer(s) offering substantially similar benefits. Employees shall be responsible for all costs in excess of that amount.

Employee Only	\$661.00
Employee + 1	\$1,161.00
Employee + 2	\$1,481.00

Effective Benefit Year 2007, 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.

Effective the first full pay period after May 31, 2013, each employee in the bargaining unit agrees to contribute seven percent (7%) of his/her salary towards the employee's member contribution to 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 the following professional memberships, excluding optional fees:

- Supervisors: California Court Clerks Association
- Family Law Facilitator: State Bar Dues
- Family Court Mediator: CASCI and LMFT

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 and holiday hours 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.

### **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 30<sup>th</sup> 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 delivered in accordance with Labor Code section 201 and 202, as amended, and any other applicable 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:

<b>Years of Service</b>	<b>Accrual Per Year</b>	<b>Accrual Per Pay Period</b>
1-3 years of service	80 hours per year	3.08 Hours
3+-10 years of service	120 hours per year	4.62 Hours
10+-15 years of service	160 hours per year	6.15 Hours
15+ years of service	200 hours per year	7.69 Hours

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 no longer accruing 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 on 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:

<b>Holiday:</b>	<b>Calendar Day:</b>
New Year's Day	January 1st
Dr. Martin Luther King, Jr. Day	3rd Monday in January
Lincoln Day	February 12th
President's Day	3rd Monday in February
Caesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Independence Day	July 4th

Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving	Friday after Thanksgiving
Christmas	December 25th

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.

**Floating Holidays:** The Court shall annually review the possibility of exchanging a judicial holiday for a floating holiday. The Court is not obligated to permit such an exchange; only to review the concept and allow it if it is feasible. The Court shall review other Courts' holiday structure and consider whether any changes should be proposed.

### **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, unless authorized by the County's retirement contract with PERS.

## **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. 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.

## **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 three months 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.

### **8.9 Supervisory/Professional Leave:**

Each employee in this unit who has successfully passed probation will be credited with a total of twenty-four (24) hours of Supervisory/Professional Leave annually on January 1 of each calendar year. An employee's annual 24 hours of Supervisory/Professional Leave must be used or cashed out by the last pay period in December of each calendar year during the term of this agreement.

New employees in this unit hired with the Court between January 1 and December 31 in a calendar year will be credited with Supervisory/Professional Leave on a pro-rated basis upon successful completion of probation, and are not permitted to use or cash out any Supervisory/Professional Leave until the employee has successfully completed probation.

Employees shall not accrue a balance of Supervisory/Professional Leave greater than twenty-four (24) hours at any one time. Employees who have accrued twenty-four (24) hours shall only resume accrual when the balance falls below this threshold.

This leave shall be used by employees consistent with the Court's use policy for vacation, annual leave or sick leave.

Once annually, during the month of December, upon approval of the Court Executive Officer, each employee in this unit shall be permitted to convert up to twenty-four (24) hours of unused Supervisory/Professional Leave time to cash; provided, however, an employee must maintain an accrued vacation and sick leave balance(s) at or above forty (40) hours after such cash out.

### **8.10 Furlough Days**

Due to the budgetary constraints, each employee in the bargaining unit will take twelve (12) furlough days in fiscal year 2014-2015 (July 1, 2014 – June 30, 2015) and twelve (12) furlough days in fiscal year 2015-2016 (July 1, 2015 – June 30, 2016). Part-time employees will take a pro-rata number of furlough days. The effects of furloughs on retirement benefits will be in accordance with California law and/or CalPERS requirements, as amended.

The base compensation of each bargaining unit employee will be reduced by 4.62% beginning with the first full pay period of fiscal year 2014-2015 and applied evenly across the twenty six (26) pay periods of that fiscal year. The base compensation of each bargaining unit employee will be reduced by 4.62% beginning with the first full pay period of fiscal year 2015-2016 and applied evenly across the twenty six (26) pay periods of that fiscal year. The base compensation of each bargaining unit employee shall be the same amount used to calculate the reduction of 4.62% in fiscal year 2013-2014. In the event that an employee separates from employment with the Court or is on an unpaid leave for any reason during the term of this Agreement, compensation will be adjusted accordingly.

The Court reserves the right to determine, at its sole discretion, to reduce the number of furlough days required, return employees to their regular schedules, and restore Court operations. In the event that the Court exercises this right, employee pay and/or leave balances will be adjusted accordingly. The reduction of the number of furlough days will not impact the onetime offsets received in exchange for the twenty four (24) furlough days.

#### **8.10.1 Furlough Accrual and Utilization**

Unless otherwise reduced by the Court, full-time employees shall accrue furlough days as follows:

- Forty-eight hours of furlough (6 days) on the first payroll period of July, 2014.
- Forty-eight hours of furlough (6 days) on the first payroll period of January, 2015.
- Forty-eight hours of furlough (6 days) on the first payroll period of July, 2015.
- Forty-eight hours of furlough (6 days) on the first payroll period of January, 2016.

Part-time employee will accrue a pro-rata numbers of hours in the same manner as indicated above. Furlough days designated for fiscal year 2014-2015 shall not rollover for use during fiscal year 2015-2016; and, furlough days designated for fiscal year 2015-2016 shall not rollover for use during the next fiscal year.

Supervisors and employees will work to minimize the operational impact of furloughs on the Court. The furlough days must be used in full-day increments (8 hours) and can be used at the employee's request, **subject to the Court's prior approval**. Part-time employees must use furlough days in full-day increments (8 hours) until they no longer can accrue 8 hours of furlough—at which point, they must use the remainder of furlough hours in one increment. The Court further agrees to provide each employee with a monthly accounting of furlough date usage.

In order to ensure that furlough days are used within the designated fiscal year, the Court may impose specific dates for an employee to use furlough days if their furlough bank contains five (5) or more furlough days as of January 1st of each fiscal year of the term of this agreement.

## **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 ( 450 Fourth 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 \$8.00  
Lunch up to \$12.00  
Dinner up to \$20.00  
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 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 twelve dollars (\$12.00). 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:

- have a valid driver's license
- have proof of liability insurance in his or her possession while operating a vehicle on Court business
- be covered for the minimum amount of liability insurance for the minimum amount prescribed by law
- have a vehicle equipped with safety belts in operating condition
- wear the safety belt and make sure all passengers are wearing his or her safety belt
- attest that the vehicle is in safe mechanical condition to the best of his or her knowledge
- report any accidents within 48 hours
- 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 30<sup>th</sup> (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 30<sup>th</sup> 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, as amended. (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 B.

## **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 that reach the knee
  - g. Visible body piercing except for the ears; and
  - h. Dresses, skirts, or walking shorts, except dresses that reach 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. Jeans and athletic shoes are not permitted, except on casual days designated by the Court Executive Officer.

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 sweat 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 Court Executive Officer 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 acknowledgment 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 other 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 acknowledgment 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 11.6 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 11.6 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**

### **12.1    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.

#### **12.2.1    Layoff Order and Seniority Defined**

Layoffs will be based on classification and seniority. Layoffs shall be accomplished in inverse order of total continuous service from the date of the employees' appointment to the affected classification. The employee who has been employed the least amount of time in the affected class, inclusive of any regular or temporary employment in any higher classification (e.g., serving as an interim supervisor), shall be laid off first. Ties shall be broken by initial date of hire with the Court.

#### **12.2.2    Effect of Leave of Absence on Seniority Rights**

Employees shall not accrue additional days of service, and date of appointment within a classification shall be adjusted for an unpaid leave of absence. The Court will comply with all applicable laws, as amended, governing leaves of absences (e.g., family medical leave, pregnancy disability leave, leaves of absences under the Fair Employment and Housing Act, military leave, etc.) as they affect seniority accrual.

#### **12.2.3    Determination of Layoffs**

In the event of layoff, the Court shall notify the Union in writing no less than two (2) weeks prior to the effective date of the layoff. The Court shall determine the timing of layoffs, the number of employees to be laid off, and in which job classification(s) layoffs will occur.

#### **12.2.4 Notice of Layoffs**

Employees shall be given written notice of layoff at least two (2) weeks before the effective date of the layoff. The Court reserves the right to place affected employees on paid administrative leave through the effective date of the layoff.

#### **12.2.5 Order of Layoff**

When one or more employees in the same job classification are to be laid off, the order of layoffs shall be as follows:

- a. Temporary/Extra Help Employees (or Pro Tem Court Reporters if the Court Reporter classification is the classification designated for staffing reductions);
- b. Limited Term Employees;
- c. Probationary Employees;
- d. Non-probationary Employees (Regular Employees) based on seniority as described in Section 12.2.1.

#### **12.2.6 Reclassification/Title Changes**

No one shall lose seniority as a result of a reclassification affecting more than one employee, title change or merging of classifications.

#### **12.2.7 Displacement (“Bumping”)**

A regular employee who is laid off from a classification and who has previous regular service in a lower or equal classification shall have the right to bump an employee with less seniority in that lower or equal classification. As set forth in Section 12.2.1, date of hire and time served in higher classifications in a regular capacity shall be added to an employee’s seniority calculation for the affected classification. The employee who has been employed the least amount of time in the affected class, inclusive of any regular employment in any higher classifications, shall be laid off first. The person displaced in this manner will then have rights under this Article.

#### **12.2.8 Reemployment after Layoff**

For a period of eighteen (18) months, a person who has been involuntarily laid off shall have the right to be offered reemployment in the class he or she previously held. Reemployment will be offered by recalling employees laid off in order of seniority, as defined in Section 12.2.1, above.

The Court’s obligations shall be limited to offering the person reemployment in the class within eighteen (18) months. The Court may offer reemployment in another class but that shall not extinguish the person’s reemployment right.

### **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, including sympathy strikes, to disrupt the operations of the Court and there shall be no lockout by the Court.

### **14.2 Funding Contingency**

With regard to fiscal year 2015-2016 only, in the event the Court's allocation for Program 45.10 increases or decreases 10% or more from the previous fiscal year 2014-2015, the MOU may be reopened by either party within thirty (30) calendar days from the date the Court receives notification of its annual allocation for Program 45.10 for fiscal year 2015-2016 for the purpose of meeting and conferring economic terms only. The Court shall provide timely notification to the stewards and the Union of any such change in allocation to Program 45.10 in fiscal year 2015-2016.

All other terms of this MOU shall remain in effect while the parties bargain on economic issues, including health care costs, under this provision.

In the event of an increase of 10% or more in medical health insurance costs for Benefit Year 2016, the Court shall notify the Union and, upon request, meet and discuss cost containment measures and less expensive alternatives to the existing medical health insurance plans for subsequent benefit years. The Court shall provide timely notification to the stewards and the Union of any such change in medical health insurance costs.

### **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.

**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, 2016.

In WITNESS WHEREOF, the Court and the Union hereunto affix their signatures this 15<sup>th</sup> day of November, 2014.

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

By: [Signature]  
Jay Donato

[Signature]  
Frances Henderson

By: [Signature]  
Marv B. Medland

**SAN BENITO COUNTY SUPERIOR COURT**

By: [Signature]  
Gil Solorio

By: [Signature]  
Nancy Iler

**ATTACHMENT "A"  
Salary Schedule**

<b>Salary Schedule Effective February 5, 2007 – 3% Salary Increase</b>						
<b>CLASSIFICATION*</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>
Supervising Court Clerk	22.37	23.49	24.67	25.89	27.19	28.55
Technology Analyst	27.18	28.55	29.98	31.48	33.06	34.70
Family Court Mediator	32.17	35.44	37.22	39.08	41.05	43.09
Family Law Facilitator	48.35					

<b>Salary Schedule Effective July 1, 2008 – 3.75% Salary Increase</b>						
<b>CLASSIFICATION*</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>
Supervising Court Clerk	23.21	24.38	25.59	26.87	28.21	29.62
Technology Analyst	28.20	29.62	31.11	32.66	34.30	36.00
Family Court Mediator	33.37	36.77	38.62	40.54	42.59	44.70
Family Law Facilitator	50.16					

<b>Salary Schedule Effective July 1, 2009 – 4% Salary Increase</b>						
<b>CLASSIFICATION*</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>
Supervising Court Clerk	24.14	25.35	26.62	27.94	29.34	30.81
Technology Analyst	29.33	30.81	32.35	33.96	35.68	37.44
Family Court Mediator	34.71	38.24	40.17	42.17	44.29	46.49
Family Law Facilitator	52.17					

<b>Salary Schedule Effective July 1, 2010 – 4% Salary Increase</b>						
<b>CLASSIFICATION*</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Supervising Court Clerk	25.11	26.36	27.68	29.06	30.51	32.04
Technology Analyst	30.50	32.04	33.65	35.32	37.10	38.94
Family Court Mediator	36.10	39.77	41.77	43.85	46.06	48.35
Family Law Facilitator	54.25					

\*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. Exemplary 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. Further, court employees are expected to adhere to a high standard of ethical behavior. To advance these values and to achieve justice we believe certain ethical 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 and honesty 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, patience, 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:
- violating the law,
  - soliciting funds on the job,
  - receiving gifts or favors related to court employment,
  - accepting outside employment that conflicts with the employee's duties,
  - recommending private legal service providers to the public on the job,
- or
- using position at court to benefit self, friends, or relatives;
- Tenet Six** Avoid any appearance of impropriety that might diminish the integrity and dignity of the court;

- Tenet Seven**      Serve the public by providing accurate information about court processes that is as helpful as possible without taking one side over the other, or appearing to favor one side of a case;
- Tenet Eight**      Provide responsible and accountable stewardship of public resources;
- Tenet Nine**        Provide accurate information as requested in a competent, courteous, and timely manner. 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, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, 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 race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, sexual orientation, or other personal choices and characteristics; and
- Tenet Twelve**     Protect the technological property of the court by preserving the integrity of electronically stored information.

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. Court employees should cultivate within themselves the ethical judgment that will foster the fair and impartial administration of justice.

# GUIDELINES

The following guidelines are intended to clarify and provide direction for the application of 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, and sometimes deceitful court users the same level of competent and impartial help that they provide to those who are pleasant and appreciative. While every court employee has the right to freedom of association and 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 any 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 is paramount. Employees should set an example for others and must not misuse the court's resources, including, but not limited to, the telephone, facsimile machine, copying machine, e-mail, or internet access. Employees must not abuse their privileges, and must contribute to the integrity of the entire court staff by striving to avoid factionalism and inspire mutual support 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 court user at any time. 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 must 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 court reasons and must handle sensational or sensitive cases with great care.

Guideline for Tenet  
Five  
**IMPROPRIETY**

Improprieties can take many forms. A court employee who uses his or her title, badge, court affiliation, or other special access to the judicial system for personal gain or to avoid personal legal consequences is engaged in improper conduct. Examples of improper behaviors include seeking any favor, soliciting any gift, or actually receiving, directly or indirectly, any gift or the promise of one, whether it be money, services, travel, food, entertainment, or hospitality that could be construed as intending to influence the employee in performing his or her duties or as a reward for past or future services; or accepting outside employment that interferes with the employee's effectiveness or conflicts with the proper discharge of official court duties. A court employee must not, for example, seek special consideration for his or her traffic citations, jury duty, or parking violations. In addition, any conduct that casts doubt upon the integrity and impartiality of the legal system is forbidden. For example, a court employee must not improperly intervene in expediting administrative processes, facilitate a favorable disposition to a case, or provide access to confidential case information to benefit self, friends, or family members. Moreover, while on the job an employee must not recommend private legal counsel to a member of the public. 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 must not, for example, 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. Moreover, a court employee must not be involved in the hiring decision of a relative or close friend, as such involvement may give the appearance of an unfair advantage in the hiring process. To gauge the propriety of an action, consider how it would be viewed by the community if the action were made 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 provide information that is within their own level of professional training and experience, so long as the information does not compromise the neutrality of the court or the court's appearance of neutrality. For example, 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 and assist self-represented litigants in court self-help centers. They should provide litigants with information about non-profit legal services agencies, certified lawyer referral service programs and court-based self-help assistance. They must not, however, cross the line separating court employees, whether licensed attorneys or not, from attorneys practicing law in the community. Court employees must not give any legal or procedural information that tends to favor one side of a case. Court employees should cite this tenet when pressed by those seeking legal advice.

Guideline for Tenet  
Eight  
**PUBLIC  
RESOURCES**

Court resources must be used for the benefit of the citizens of our state. These resources include staff time, equipment, facilities, information systems, and the money allocated to the court. Court employees must ensure proper accountability of the court's resources. Use of these resources must be transparent to the public and beyond reproach. Resources must not be expended simply for the direct benefit of individual employees or judicial officers. Physical resources must be safeguarded to avoid unnecessary damage or wear. Equipment must be properly maintained and replaced when appropriate. All court employees should constantly look for improved efficiency in job processes. Deficiencies and safety hazards must be reported and addressed in a timely manner. Sound business practices must be employed in managing contracts to avoid waste of court resources.

Guideline for Tenet  
Nine  
**SERVICE AND  
COMPETENCY**

A major responsibility of all court employees is to provide accurate and timely information. When providing information, whether orally or in writing, present it in as easily understandable a format as the inquiry allows, and avoid legal jargon whenever possible. 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. Court employees are encouraged to participate in professional activities and associations. Court employees must participate in educational programs to stay abreast of changes and to improve their personal and professional skills. Court managers at all levels of the

California court system should initiate and oversee ongoing professional growth programs for all court employees, including study of ethics-related issues.

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 abilities and 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 are the cornerstones of the administration of justice. Court employees must expose and discourage discrimination wherever it exists.

Guideline for Tenet  
Eleven  
**HARASSMENT**

All court employees must conduct themselves in a professional manner at all times. Court employees must not engage in inappropriate, offensive, or unwelcome conduct of a sexual nature, or inappropriate or offensive conduct based upon a person's race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, sexual orientation, or other personal characteristic, regardless whether it rises to the level of harassment. Court employees are expected to treat all persons with dignity and respect and, by doing so, will foster a work environment that is free from harassment. Court employees should follow their appropriate local reporting procedures in reporting their concerns about inappropriate behavior so that their issues can be addressed.

Guideline for Tenet  
Twelve  
**TECHNOLOGY**

Information retained in electronic files must be safeguarded like any other official court document. Its confidentiality should be assumed unless otherwise specified. To preserve the integrity of electronic systems, court employees must monitor court electronic information and take appropriate steps to ensure that the information is accurate. Great care should be taken in the transmission of electronic data and communications so as not to embarrass the court or the sender if read by an unintended recipient. Court employees may not install personal software or equipment without prior approval, nor may they take copyrighted software outside the court for personal use.

### **Attachment "C"**

Provided that the Union members ratify this agreement and inform the Court of the ratification by no later than 5:00 p.m. on June 20, 2014, the Court agrees to pay each permanent full-time and each permanent part-time employee of the bargaining unit 100% of each of the following onetime offsets that shall be paid to each employee by a check that is separate from their normal payroll check and is taxed pursuant to applicable laws:





1. Offset for furlough days: a onetime offset equaling 4.62% of salary for fiscal year 2014-2015 and a onetime offset equaling 4.62% of salary for fiscal year 2015-2016. The salaries of each bargaining unit employee for purposes of computing this offset shall be as of the date of the ratification of this Memorandum of Understanding, without deductions for furloughs.
2. Offset for a multi-year contract and in lieu of an ongoing increase: a onetime offset equaling 5% of current salary for fiscal year 2014-2015 and a onetime offset of 5% of current salary for fiscal year 2015-2016. The salaries of each bargaining unit employee for purposes of computing this offset shall be as of the date of the ratification of this Memorandum of Understanding, with deductions for furloughs.

Permanent full-time and permanent part-time employees who are hired by the Court during the term of this Agreement (between May 31, 2014 and September 30, 2016) are ineligible to receive any amount of the offsets described in Attachment "C" or any other consideration in lieu of the offsets described in Attachment "C."





# SEIU LOCAL 521

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**For questions regarding your contract, filing a grievance or disciplinary matters  
 contact Christopher Cox Contract Enforcement Specialist Assistant at  
 (831) 824-9268 or by email at christopher.cox@seiu521.org**

# SEIU Local 521 Counties & REGIONAL OFFICES

