PERSONNEL POLICIES

AND REGULATIONS

Adopted by the Orange County Superior Court
March 01, 2026

Table of Contents

DEFINITIONS 7
PART 1 10
ARTICLE I - GENERAL PERSONNEL PROVISIONS 10
Section 1. Regulation of Employees 10
Section 2 Position Classification Plan 18
Section 3. Number and Classification of Activated Positions 18
Section 4. Selection Procedures 19
Section 5. Performance Evaluations 19
Section 6. Authority for Disciplinary Action 19
Section 7. Leave of Absence With Pay 19
Section 8. Military Leave of Absence 20
Section 9. Time Off for Voting 20
Section 10. Sick Leave for Extra Help Employees 20
ARTICLE II - PAY PRACTICES 23
Section 1. Method of Compensation for Employees 23
Section 2. Salary Payment Procedure 23
Section 3. Overtime for Nonexempt Employees 23
Section 4. Authorization for Salary Increases 24
Section 5. Limitations Upon Compensation 24
Section 6. Authority to Resolve Employee Complaints/Grievances 24
ARTICLE III – EMPLOYEE EDUCATION REIMBURSEMENT PROGRAM 25
Section 1. Program Goal 25
Section 2. Eligibility of Employees 25
Section 3. Eligibility of Courses 25
Section 4. Terms 26
Section 5. Education Reimbursement Procedure 26
PART 2 28
CONFIDENTIAL/MANAGEMENT/PROFESSIONAL GROUP, SUPERIOR COURT COMMISSIONERS, REFEREES & EXECUTIVE MANAGEMENT 28
ARTICLE IV - WORK PERIOD AND PAY PRACTICES 28
Section 1. Work Period 28
Section 2. Pay for New Employees 29
Section 3. Salary on Promotion or Temporary Promotion 29
Section 4. Salary on Reassignment 29
Section 5. Salary on Reduction 30
Section 6. Salary on Reclassification 31
Section 7. Salary on Re-employment 32
Section 8. Change in Salary Allocation 32
Section 9. Additional Compensation 32
Section l0. Election Work 32
Section 11. Premium Pay 32
Section 12. Pay Check Deposit 33
ARTICLE V - GENERAL PERSONNEL PROVISIONS 34
Section 1. Probation 34

Section 2. Performance Evaluation 36
Section 3. Contents of Personnel File 36
Section 4. Status of Limited-Term Employees 37
Section 5. Temporary Promotion 37
Section 6. Re-employment of Employees on Disability Retirement 38
Section 7. Re-employment of Regular Employee 38
Section 8. Time Off for Selection Procedures 38
Section 9. Executive Assistants to Presiding Judges, Assistant Presiding Judge, Court Executive Officer or Deputy Court Executive Officer 38
ARTICLE VI - LEAVE PROVISIONS 39
Section 1. Sick Leave 39
A. Accumulation of Sick Leave 39
B. Types of Sick Leave and Permitted Uses 39
1. Personal Sick (SP) 39
2. Sick Protected Time (SPT) 40
3. Sick Other Leave (SO) 41
C. Prohibited Uses of Sick Leave 42
D. General Provisions 42
E. Sick Leave Reduction Incentive Program 42
Section 2. Authorized Leave 43
A. Discretionary Leaves of Absence 43
1. Personal Leave 43
2. Extended Personal Leave 43
3. General Provisions – Discretionary Leave 43
B. Non-Discretionary Leaves of Absence 44
C. Other Leaves of Absence 45
1. Parenthood Leave 45
2. Leave for School and Child Care Activities 46
3. Bereavement Leave 46
4. Jury Service Leave 46
5. Witness Leave 47
6. Workers' Compensation Leave 47
7. Catastrophic Leave 48
Section 3. Absences Caused by Illness, Injury or Pregnancy 50
Section 4. Absence Without Authorization 50
ARTICLE VII - VACATION 52
Section 1. Accumulation of Vacation 52
Section 2. General Provisions 52
ARTICLE VIII - HOLIDAYS 54
Section 1. Holidays Observed 54
Section 2. Eligibility for Holiday Pay 54
Section 3. Holiday Pay 54
ARTICLE IX - REIMBURSEMENT PROGRAMS 56
Section 1. Mileage Reimbursement 56
Section 2. Personal Property Reimbursement 56
Section 3. Attorney Bar Fees 56

Section 4. Optional Benefit Plan 56
ARTICLE X -DISCIPLINARY ACTION 58
Section 1. Exclusions 58
Section 2. Discipline and Discharge Standards 58
Section 3. Reprimand and Substandard Performance Evaluation 58
Section 4. Emergency Suspensions of Five Days or Less 58
Section 5. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge 59
Section 6. Suspension 59
Section 7. Reduction 60
Section 8. Discharge and Right of Appeal 60
Section 9. Polygraph Examination 60
ARTICLE XI - GRIEVANCE PROCEDURE AND APPEALS 61
Section 1. Exclusions 61
Section 2. Scope of Grievances 61
Section 3. Basic Grievance Procedures 61
Section 4. Submission of Grievances 62
Section 5. Time Off for Processing Grievances/Appeals 62
Section 6. Informal Discussion 63
Section 7. Grievance/Appeal Steps 63
ARTICLE XII - LAYOFF PROCEDURE 68
Section 1. General Provision 68
Section 2. Order of Layoff 68
Section 3. Notification of Employees 69
Section 4. Status on Rehire 69
ARTICLE XIII - ON-THE-JOB INJURY 70
Section 1. Treatment of Industrial Injuries 70
Section 2. Impact 70
Section 3. Exposure to Contagious Diseases 70
ARTICLE XIV - SAFETY 71
Section 1. General Provisions 71
Section 2. Abatement of Violations 71
ARTICLE XV - PAYROLL DEDUCTION OF DUES/PREMIUMS 72
ARTICLE XVI - INSURANCE 73
Section 1. Health Plans 73
Section 2. Other Insurance Coverage and Physical Examination 73
Section 3. Premium Only Plan 74
ARTICLE XVII - DEFERRED COMPENSATION 75
ARTICLE XVIII - RETIREMENT 76
Section 1. Participation in County of Orange Retirement Plans 76
ARTICLE XIX - COMPENSATION FOR 77
CONFIDENTIAL/ MANAGEMENT/PROFESSIONAL CLASSIFICATIONS 77
Section 1. Salary Adjustments 77
Section 2. Equity Adjustments 77
Section 3. Merit Increases 77
Section 4. Pay Grade Constraints 79
ARTICLE XX - FLEXIBLE SPENDING ACCOUNTS 80

ARTICLE XXI — ANNUAL PERSONAL DAY 81
Section 1. Eligibility 81
Section 2. Scheduling 81
Section 3. Pay Status 81
Section 4. Restrictions 81
PART 3 EXECUTIVE MANAGEMENT 82
ARTICLE XXII - TERMS AND CONDITIONS OF EMPLOYMENT FOR EXECUTIVE MANAGEMENT 82
Section 1. General Provisions 82
Section 2. Executive Management 82
Section 3. Life Insurance and Accidental Death and Dismemberment 82
Section 4. Optional Benefit Plan 82
Section 5. Salary Adjustments 83
Section 6. Accumulation of Vacation 83
Section 7. Section 401(a) Plan 83
PART 4 JUDGES AND COMMISSIONERS 84
ARTICLE XXIII - JUDGES AND COMMISSIONERS 84
Section 1. Superior Court Judge 84
Section 2. Commissioners 85
PART 5 - IMPLEMENTATION 86
ARTICLE XXIV - IMPLEMENTATION 86
INDEX 88

INTRODUCTION

The adoption of court-specific personnel policies and regulations confirm the authority of the Superior Court and Court Executive Officer over matters affecting court employees including but not limited to the authority to select, promote, discipline, assign the work of, set policy, and provide compensation to court employees. The PP&R will be administered in concert with applicable legislation including but not limited to Government Code Sections 71600, et seq. and 77000 et seq. and California Rules of Court, Rules 10.603 and 10.610, collective bargaining agreements and, for the foreseeable future, in cooperation with the County of Orange. Revisions hereto may be made by the Court Executive Officer under the authority provided by California Rules of Court, rule 10.610(c)(1).

ORANGE COUNTY SUPERIOR COURT
PERSONNEL POLICIES AND REGULATIONS

DEFINITIONS

The following terms as used in these Policies shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

AT WILL EMPLOYEES shall mean employees who have entered into an At Will agreement or have been appointed to At Will positions including but not limited to Court Executive Officer, Commissioners, Referees and executive management employees.

AT WILL POSITION shall mean a position so designated by the Court Executive Officer, Presiding Judge or by statute including but not limited to Court Executive Officer, Commissioner, and Referee.

CATASTROPHIC MEDICAL CONDITION shall mean a medical condition which requires the employee to be absent from work for at least 30 days on unpaid leave.

CHIEF HUMAN RESOURCES OFFICER shall mean the person delegated the authority and responsibility by the Court Executive Officer to make decisions concerning Human Resources matters on behalf of the Court or their designee.

CONFIDENTIAL/MANAGEMENT/PROFESSIONAL GROUP includes positions such as managers, analysts and attorneys.

CONTINUOUS SERVICE shall mean employment in a regular position with an Orange County Trial Court and/or with the County of Orange (for eligible service as determined by statute and agreement with the County) which has not been interrupted by resignation, discharge or retirement. Extended Personal Leaves of Absence shall not be credited toward continuous service.

COUNTY shall mean the County of Orange.

COURT shall mean the Superior Court of California, County of Orange.

COURT EXECUTIVE OFFICER or CEO shall mean the Court Executive Officer/Clerk of the Court of the Superior Court of California, County of Orange or their designee.

DAY shall mean calendar day unless otherwise stated.

DEPUTY COURT EXECUTIVE OFFICER shall mean executive managers who report directly to the Court Executive Officer and who have responsibility for a Department, for example, Operations, Technology Services, etc.

DOMESTIC PARTNER shall mean a person who has filed a Declaration of Domestic Partnership with the California Secretary of State as provided for in California Family Code Section 297.

EMERGENCY means an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean any person who is paid from the court's budget, regardless of funding source; and/or who the court has the authority to hire, supervise, discipline and terminate.

EXECUTIVE MANAGEMENT EMPLOYEES shall mean the Court Executive Officer, Deputy Executive Officers, General Counsel and other positions that may be designated as such by the CEO.

EXTRA HELP EMPLOYEE shall mean a person employed in an extra help position. An extra help employee serves at the pleasure of the Court in an extra help position and may be removed from an extra help position at any time with or without notice or cause and without a hearing.

EXTRA HELP POSITION shall mean a position which is intended to be occupied on less than a year-round basis including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief, paid sick leave and other situations involving a fluctuating staff.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited term position except where a regular position is converted to a limited-term position, the incumbent shall retain their former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Extended Personal Leave of Absence.

LIMITED-TERM POSITION shall mean a position which the Court has determined to have no anticipated long-range funding or has uncertain future funding.

MANAGEMENT EMPLOYEE shall include Executives, Managers, Analysts/Officers and other positions included in the Confidential Management and Professional Compensation group except for Attorneys or Commissioners.

PART-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PRACTICABLE shall mean economically or operationally feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean a person who is serving a new or promotional probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum step on the new pay grade is at least one (1) full step higher than the maximum step of the old pay grade.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same pay grade or to a class where the maximum step on the new pay grade is less than one (1) full step higher or lower than the maximum step of the old pay grade.

RECRUITING STEP shall be the first step of the pay grade allocated to a class unless otherwise authorized by the Court Executive Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new pay grade is at least one (1) full step lower than the maximum step of the old pay grade.

REGULAR EMPLOYEE shall mean a person who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by the Superior Court.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee with an Orange County Trial Court and/or the County of Orange.

SUBORDINATE JUDICIAL OFFICER shall mean employees holding a position as a Superior Court Commissioner.

Y-RATE shall mean a pay rate outside of the assigned pay grade of a class.

PART 1

GENERAL PERSONNEL PROVISIONS (APPLICABLE TO ALL COURT EMPLOYEES)

ARTICLE I - GENERAL PERSONNEL PROVISIONS

Section 1. Regulation of Employees

A. The Court Executive Officer shall be responsible for preparing and submitting a formal personnel plan for the classification, compensation, recruitment, promotion, discipline and removal of persons employed by the Court.

B. All employees, except for those specifically governed by statute including commissioners and referees who serve at the pleasure of the judges, shall hold their positions subject to policies and regulations established by the Court Executive Officer.

C. Court employees shall devote all of their time and efforts during their work hours to the performance of their assigned duties. Employees who wish to engage in any employment in addition to their Court employment may do so as long as the activity is not prohibited, nor interfere with the efficient performance of Court duties nor create an appearance of impropriety.

D. Employees shall not engage in outside employment and/or related activities (paid or unpaid) which:

1. Are inconsistent, incompatible or in conflict with the duties of the trial courts.
2. Might imply court endorsement of the work performed.
3. Involve referral of counsel or litigants to a court employee in private practice or to an entity in which an employee is concurrently employed or has a financial interest.

E. Attorneys employed by the Court shall not engage in the private practice of law or the provision of pro bono services unless approved by the Court. Pursuant to the Judicial Code of Ethics, Hearing Officers such as Traffic Referees and Subordinate Judicial Officers employed by the Court shall not engage in the private practice of law.

F. Court Mediators approved to engage in outside employment are discouraged from accepting a client where conflicts with their position as a Court Mediator might occur and are encouraged to advise their clients of any potential conflict. If a Court Mediator has provided service to a client through their outside employment and the client subsequently needs mediation or investigative services from the court, the mediator must decline further activity on the case, not consult on the case and not attempt to influence the outcome of the case in any manner.

G. Employees shall refrain from engaging in any activities which constitute a conflict of interest due to the nature, conditions, or some other aspect of the activity. It shall be the responsibility of the Court Executive Officer to ensure that employees refrain from engaging in any activities which constitute a conflict of interest. The following are examples of activities which may involve a conflict of interest:

1. The use of Court time, facilities, equipment, badge or uniform for private gain or advantage, or private gain or advantage of another.

2. The use of prestige or influence of Court employment for private gain or advantage, or the private gain or advantage of another.

3. The use of confidential information acquired by virtue of Court employment for the employee's private gain or advantage, or private gain or advantage of another.

4. The acceptance of money or other consideration by an employee from any person or entity except the Court for the performance of an act which the employee would be required or expected to render in the regular course or hours of their Court employment, or as a part of their duties as a Court employee.

5. The performance of an act in other than their capacity as a Court employee, knowing that such act may later be subject directly or indirectly, to the control, inspection, review, audit or enforcement by the employee or the Court in which he or she is employed.

6. The representation of, or assisting in the representation of, private interests for profit in court when the Court is a party.

7. The solicitation of future employment with a business doing business with the Court over which the employee has some control or influence in their official capacity at the time of transaction.

H. Court Policy on Employment of Relatives

1. Purpose:

To provide guidelines for employment of close relatives as situations that involve a Court employee reporting to a close relative in their chain of command at the Court may result in morale problems, an appearance of impropriety, inappropriate supervision, conflict of interest, and/or public criticism. The intent of this policy is to avoid the perception of favoritism or the opportunity for any Court employee to use personal influence to aid or hinder another in the employment setting as a result of a personal relationship.

2. Policy:

a. General: No person may be appointed, promoted, reduced, transferred or reassigned to a position in which that person is in the direct line of supervision of a close relative. Close relatives shall also not directly report to the same immediate direct supervisor. "Supervision" for purposes of this provision includes the assignment of work, evaluation of performance, and/or setting or influencing the pay or granting of benefits to the other.

b. Judicial Officers/Executive Management: A close relative of a judicial officer or executive management employee should not be assigned to a position in the same department/division/courtroom as said judicial officer or management employee.

Definition: A close relative shall be defined as an individual related by blood, adoption, marriage or domestic partnership, e.g. , spouse, domestic partner, parent, child, sibling, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, mother/father in-law, son/daughter in-law, sister/brother in-law, stepparent, stepchild, stepbrother/sister or half-brother/sister.

c. Disclosure: All applicants for employment, promotion, reduction, transfer or reassignment to a position in a Court shall be required to disclose the name(s) and position title(s) of any close relative currently employed in that Court prior to appointment, promotion, reduction, transfer or reassignment. An employee who becomes a "close relative" by marriage or domestic partnership subsequent to appointment shall promptly disclose the new relationship(s) to his/her supervisor.

d. Exemptions: The Court Executive Officer may grant exemptions required for the effective and efficient operation of the Court. The Court Executive Officer shall develop appropriate procedures to ensure the objective review of requests for exemption.

3. Procedure for Exemption from Policy:

a. The hiring supervisor shall request authority for an exemption from the Court Executive Officer prior to appointing, promoting, reducing, transferring or reassigning a close relative of an employee if such action will result in a violation of policy above.

b. The Court Executive Officer will approve or disapprove supervisor's recommendation.

c. If an exemption is granted for a close relative of the Court Executive Officer, the Presiding Judge shall be promptly notified.

I. Personal Court Case Disclosure

1. Purpose:

A conflict of interest arises when an employee's personal or financial interest conflicts or appears to conflict with his/her official responsibility. A high standard of conduct, judgment and ethics is required of all employees of the Superior Court of Orange County

2. Policy:

In accordance with the Court Employee Code of Ethics, court employees must avoid all impropriety and appearance of impropriety. Accordingly, employees of the Superior Court of Orange County shall not process, handle, or in any manner be involved with any case or process of any nature within the jurisdiction of this court in which the employee, or the employee's relative or friend, is a party, witness, or alleged victim. For purposes of this section the term "relative" includes any close familial relationship including, but not limited to: the employee's spouse or domestic partner, former spouse or domestic partner, children, stepchildren, parents, siblings, grandparents, grandchildren, first cousins, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

If an employee, or the employee's friend or relative is a party, witness or alleged victim to a case or proceeding filed in the court, the employee shall not use their work time to address any matter relating to that case or proceeding. If time off is needed to attend to the employee's case or proceeding, e.g. to make an appearance or pay a fine, the employee must use the court's usual time-off procedures.

If an employee is a party, witness, or alleged victim in a case or proceeding filed in the court or has knowledge of a relative or friend who is a party, witness or alleged victim in a case or

proceeding filed in the court, the employee must report this to their supervisor so that a determination can be made whether a conflict of interest or the appearance of impropriety may exist. When deemed necessary, the court will determine what, if any, special handling of the court case may be appropriate to avoid a conflict of interest or appearance of impropriety.

3. Procedure:

   When a case or proceeding is filed involving a court employee, a relative of the employee, or friend of the employee as a party, alleged victim, or witness, the employee must promptly notify their supervisor or manager and provide a completed copy of the Personal Case Disclosure form. The supervisor or manager receiving the disclosure will promptly provide the form to the Supervising Judge of the Justice Center where the case or proceeding is filed or is pending.

   The Supervising Judge will determine the appropriate action, if any, to be taken to avoid the conflict of interest or appearance of impropriety, including but not limited to: assigning the matter to a different panel, Justice Center, or judicial officer, and/or whether the matter should be referred to the Presiding Judge for assignment and transfer to another county.

   An employee is not permitted to file or process documents or electronic records in their own file, or that of a relative or friend, or in any other case that may create an appearance of impropriety and may view the file only under one of the following circumstances:

   - In the same manner and location as a member of the public views the record;
   - While in the presence of a supervisor or manager.
   - Not during their work time.

J. Drug and Alcohol Policy

1. Purpose:
   It is the purpose of this policy to set forth the position of the Superior Court with respect to Court employees using or being under the influence of drugs or alcohol while on Court time, in Court vehicles, on Court property and/or in Court facilities.

2. Policy:

   In recognition of the duties entrusted to the employees of the Court and because drugs and alcohol hinder a person's ability to perform duties safely and effectively, the Superior Court adopts the following policy:

   It is the policy of the Orange County Superior Court to maintain a safe, healthful, lawful and productive workplace. The Court Executive Officer and the Presiding Judge are committed to discouraging alcohol and drug abuse and to achieving a work force free from the influence of drugs and alcohol.

   It is the intent of this policy to prevent the use or abuse in the workplace of legal or illegal substances which impair an employee’s ability to effectively perform their job, or which creates a threat to the safety and health of any Court employee or member of the public. Employees are prohibited from being under the influence of alcohol, marijuana, and/or other drugs in the workplace if such usage interferes with any employee's safety or job performance, adversely affects the job performance or safety of other employees,

affects the safety of the public, and/or may reduce the public's trust and confidence in the Court.

The Court participates in the County's voluntary Employee Assistance Program (EAP) to assist all Court employees who wish to seek help for alcohol and drug problems. The Court also makes available a variety of insurance coverages which provide treatment for drug and alcohol abuse. Employees may contact their supervisors, insurance provider, or the EAP for additional information.

The use, possession, or sale of illegal drugs is unlawful, dangerous and prohibited. Employees are also prohibited from providing drugs they have been prescribed by a medical professional to any other Court employee. Violation of this policy may be grounds for disciplinary action up to and including discharge from Court employment.

Employees who experience drug or alcohol problems are encouraged to seek referral for rehabilitation through the EAP or their insurance provider. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems. Once a violation of this policy occurs, subsequent use of the EAP or other programs, on a voluntary basis, will not necessarily lessen disciplinary action.

K. Nondiscrimination

The provisions of these Policies and Regulations shall be applied to employees without discrimination by reasons of marital status, race, religion, disability, sexual orientation, color, gender, gender identity, gender expression,, age, national origin, ancestry, medical condition (cancer related or genetic characteristics), pregnancy, citizenship, service in the uniformed services, genetic information or any other reason prohibited by law (hereinafter is referred to as "Protected Characteristics".)

L. Equal Employment Opportunity (EEO)

In accordance with state and federal requirements, Orange County Superior Court supports a policy of non-discrimination and equal employment opportunity (EEO). The Court will not discriminate in any policy, practice, procedure or decision on the basis of any Protected Characteristic. Each employee of this organization is charged with the responsibility of complying with the Code of Ethics for Court Employees and demonstrating a good faith effort in implementing the organization's commitment to Equal Employment Opportunity. Employees who believe they have experienced any form of discrimination, harassment, or retaliation are encouraged to report this immediately to the Chief Human Resources Officer or Human Resources' Employee Relations Unit.

M. Harassment, Discrimination & Retaliation Prohibited

The Orange County Superior Court is committed to preserving a workplace free of harassment, discrimination, and retaliation in compliance with state and federal requirements including Title VII of the 1964 Civil Rights Act, the California Fair Employment and Housing Act, and sound management principles. The court strictly prohibits illegal discrimination and harassment of employees, applicants, unpaid interns, volunteers and contractors. All Superior Court employees, including volunteers and interns, are expected to conduct themselves in a professional and courteous manner at all times in compliance with applicable law and the Code of Ethics for Court employees.

It is the policy of Orange County Superior Court to prohibit discrimination and harassment based on an individual's race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, age, marital status, physical disability, mental disability, medical condition (cancer-related or genetic characteristics), sexual orientation, pregnancy, genetic information (including family medical history), citizenship, service in the uniformed services, or any basis prohibited by law (hereinafter referred to as "Protected Characteristics").

Discrimination includes any selection or employment related policy, practice, procedure or decision involving an applicant, employee, apprentice, unpaid intern or volunteer based upon a Protected Characteristic.

It is the policy of Orange County Superior Court to prohibit harassment in any form, including verbal, physical, or visual harassment. Harassment includes communications made by means of an electronic act, such as a text message, e-mail, or social media post (refer also to the Orange County Superior Court's Social Media Policy and Guidelines). Such harassment may include, but is not limited to, slurs; epithets; derogatory jokes; degrading comments; gestures or physical conduct; stalking, or threats that an employee's job, advancement, compensation, assignment, or other benefit is dependent on toleration of harassment.

Impermissible conduct also includes, but is not limited to, making unwelcome sexual advances and requests for sexual favors where (1) submission to such conduct is made an explicit or implicit term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment. A violation of the court's harassment policy also results when widespread sexual favoritism by a court employee in a position of authority substantially alters a third party's working conditions and results in a hostile work environment.

Impermissible conduct by court employees or persons with whom the court contracts to do business, such as independent contractors, will not be tolerated when the conduct is directed at or involves an applicant for court employment, a court employee, or a contractor.

Consistent with State and federal laws, Orange County Superior Court provides reasonable accommodations for employees on the basis of physical or mental disability, pregnancy, breastfeeding, and religion.

Retaliation Prohibited

This policy prohibits retaliation against an employee who in good faith reports, opposes, or participates in any manner in an investigation of an alleged violations of this policy. Retaliation includes threats, intimidation, reprisals, and/or adverse actions related to employment.

Any substantiated behavior that is found to be retaliation under this policy will be considered a violation of this policy and will result in serious corrective action up to and including possible termination of employment.

Conflicts of Interest Caused by Consensual Relationships:
A consensual relationship, for purposes of this policy, is defined as one in which two individuals are involved or have been involved, by mutual consent, in a dating, romantic, physically intimate and/or sexual relationship. These relationships pose a potential conflict of interest in the employment context when one individual has responsibility for supervising, directing, overseeing, evaluating, or influencing the employment status of the other. A consensual relationship may lead to an abuse of power, coercion, exploitation, favoritism, or unfair treatment of others.

Because of the potential for a conflict of interest, an employee with supervisory responsibilities who is in or enters into a consensual relationship with someone over whom he or she has supervisory, oversight, or evaluative responsibilities shall notify his/her supervisor or manager as soon as possible so that effective steps can be taken to eliminate any conflict of interest. The subordinate employee may disclose the relationship to the supervisor's supervisor or manager or Human Resources. Means to eliminate conflicts of interest may include, but are not limited to: transfer of either individual to another position; transfer of supervisory oversight or evaluative responsibilities to another supervisor or manager; or providing an additional layer of oversight to the supervisory role.

Procedures for Consensual Relationship Disclosures:
When a manager or supervisor receives information regarding a consensual relationship in the workplace, involving an employee with supervisory, oversight or evaluative responsibilities over the other involved employee, the manager or supervisor shall immediately report the information to the Chief Human Resources Officer or Human Resources' Employee Relations Unit and provide copies of any written documentation. The Chief Human Resources Officer or designee shall consult with appropriate Court managers to identify an effective method for eliminating the actual or potential conflict of interest. This determination will be communicated to both parties involved in the consensual relationship and to supervisors and managers with a need to know.

Harassment/Discrimination/Retaliation Complaint Process:
Anyone who believes he or she has been discriminated against or harassed due to a Protected Characteristic in connection with their employment with Orange County Superior Court, or has been retaliated against in violation of this policy, or is aware of such discrimination, harassment, or retaliation should immediately report the incident using the Court's Equal Employment Opportunity (EEO) Complaint form. Submit the completed form to Superior Court Human Resources attn: Chief Human Resources Officer or Employee Relations Unit, Central Justice Center.

A prompt and, to the extent practicable, confidential investigation will be conducted. Anyone who is found by the court to have violated this policy, or whose conduct is found otherwise to be inappropriate, will be subject to appropriate corrective action, including possible termination of employment. For questions, contact:

Chief Human Resources Officer: (657) 622-7702
Human Resources/Employee Relations: (657) 622-7735
Employee Communications Line - Confidential Reporting: ecl@occourts.org

Employees may also file discrimination or harassment complaints with the California Department of Fair Employment and Housing (DFEH) or with the United States Equal Employment Opportunity Commission (EEOC). Instructions for filing a complaint can be found on the web sites for these organizations.

Whistleblower Protection Policy:

A Court employee may not: (1) retaliate against an employee or applicant for employment who has engaged in a protected activity or who has refused to carry out an illegal order, or (2) directly or indirectly use or attempt to use the official authority or influence of their position or office for the purpose of interfering with the right of an applicant or employee to make a protected disclosure.

Definitions:

A. "Improper Governmental Activity" means an activity by a state agency or by an employee that is undertaken in the performance of the employee's duties, undertaken inside a state office, or, if undertaken outside a state office by the employee, directly relates to state government, whether or not that activity is within the scope of their employment, and that (1) is in violation of any state or federal law or regulation, including, but not limited to, corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, (2) is in violation of the Judicial Branch Contracting Manual, or (3) is economically wasteful, involves gross misconduct, incompetency, or inefficiency.

B. "Illegal Order" means a directive to violate or assist in violating a federal, state, or local law, rule, or regulation, or an order to work or cause others to work in conditions outside of their line of duty that would unreasonably threaten the health or safety of employees or the public.

C. "Protected disclosure" means a good faith communication, including a communication based on, or when carrying out, job duties, that discloses or demonstrates an intention to disclose information that may evidence (1) an improper governmental activity, or (2) a condition that may significantly threaten the health or safety of employees or the public if the disclosure or intention to disclose was made for the purpose of remedying that condition. Protected disclosure also includes but is not limited to: a good faith communication to the California State Auditor's Office alleging an improper governmental activity and any evidence delivered to the California State Auditor's Office in support of the allegation; a complaint made to the Commission on Judicial Performance; or a complaint made to the federal Occupational Safety and Health Administration (OSHA) alleging retaliation under the Affordable Care Act.

D. "Protected activity" includes making a Protected Disclosure as well as reporting a violation of Title I of the Affordable Care Act, or receiving a premium tax credit or a cost sharing reduction for enrolling in a qualified health plan.

Complaint Process:

A. If you believe that you have been retaliated against for engaging in a protected activity or refusing to follow an illegal order, you may file a written complaint with Orange County Superior Court Human Resources Attn: Chief Human Resources Officer or Employee Relations Unit, using the Court's Equal Employment Opportunity (EEO) Complaint form available on the Court's intranet.

   You may also file a copy of your written complaint of retaliation with the State Personnel Board at 801 Capitol Mall, MS53, Sacramento, CA 95814.

B. Retaliation complaints under the Affordable Care Act may be reported by visiting the local OSHA office or sending a written complaint to the closest OSHA office. See www.osha.gov/Whistleblower/WBComplaint.html

N. Catastrophic Leave Donation Procedure

The Court shall administer a Catastrophic Leave procedure designed to permit limited individual donations of vacation and/or compensatory time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition for themselves or an immediate family member.

Section 2 Position Classification Plan

A. The Position Classification Plan of the Court shall consist of the class titles and the class specifications adopted by the Court Executive Officer. There shall be a class specification for each class, unless exempted by the Court Executive Officer, which includes the title of the class and indicates the type of work performed and the minimum qualifications for employment.

B. The Chief Human Resources Officer shall administer the Position Classification Plan for all positions in the Court. The Chief Human Resources Officer shall make recommendations to the Court Executive Officer as to the establishment of classes.

C. The Chief Human Resources Officer is authorized to conduct studies of the duties and responsibilities of the various positions in order to maintain the Position Classification Plan.

D. Executive Management shall notify the Chief Human Resources Officer of a permanent change in the assigned duties of a position if the class to which the position is currently allocated may no longer be appropriate. Such notification shall include the reason for the change in duties necessitating the classification change.

Section 3. Number and Classification of Activated Positions

A. The number of activated regular positions shall be as designated by the Presiding Judge or Court Executive Officer. The Court Executive Officer shall not appoint regular or probationary employees in excess of the positions activated. The Court Executive Officer may fill a regular position with a replacement in advance of the separation of an employee for a reasonable period of time to allow for effective transition.

B. The Chief Human Resources Officer is authorized to reclassify positions when such reclassifications are consistent with classification concepts, classification specifications and salaries adopted by the Court or when the Court Executive Officer agrees with the classification change.

C. The Chief Human Resources Officer may authorize that a regular position may be used as one (1) or more part-time regular positions provided that the total regularly scheduled hours of the part-time positions do not exceed the number of hours per week authorized for the activated regular positions.

D. The Court Executive Officer may appoint limited-term or extra help employees subject to the appropriate classification of the positions. Ordinarily a full-time extra help position will not be authorized for a period exceeding six (6) months. In unusual circumstances, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year when practicable.

E. When a regular or limited-term position is vacant due to a leave of absence, the position may be filled for the length of the immediately preceding Personal Leave, Extended Personal Leave, Parenthood Leave, or any other applicable leave approved under state or federal law and any extensions of such leaves.

F. When an employee who is separating from Court service by way of paid retirement elects to take time off for vacation, the position to be vacated may be filled by the Court for the length of vacation time off prior to the employee's paid retirement plus a reasonable amount of time to allow for effective transition as provided in Section 3.A. of these Policies.

G. When a regular or limited-term employee is on a leave of absence with pay and the cost of the employee's salary and benefits is fully reimbursed to the Court, the employee's position may be filled by the Court for the length of the paid leave.

Section 4. Selection Procedures

Consistent with Section l. A. of this Article, the Chief Human Resources Officer shall determine the method of evaluating the qualifications of applicants and employees.

Section 5. Performance Evaluations

The Court Executive Officer may establish a performance evaluation program for Court employees.

Section 6. Authority for Disciplinary Action

Discipline of employees may be imposed by the Court Executive Officer or his/her delegated representative. The Presiding Judge may impose discipline of commissioners, referees and the Court Executive Officer.

Section 7. Leave of Absence With Pay

The Court Executive Officer may authorize an employee to be absent with pay from their regular work area for a reasonable period of time if the Court Executive Officer finds that such absence:

A. Contributes to the employee's effectiveness in their assigned duties and responsibilities; or

B. Contributes to the functions and goals of the Court.

Section 8. Military Leave of Absence

A request for Military Leave shall be made upon forms prescribed by the Court and shall state specifically the reason for the request, the date when it is desired to begin the leave of absence, and the probable date of return. Military Leave is governed by provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. § 4301, et seq.), the Military and Veterans Code of the State of California, (Mil. & Vets. Code § 389, et seq), and the California Government Code (Govt. Code § 19775, et seq). An employee receiving pay for a portion of such leave shall not be deemed to be occupying a position during such paid leave period. When a regular position is vacant due to a Military Leave, the position may be filled for the length of that leave.

Section 9. Time Off for Voting

A. If an employee does not have sufficient time outside of working hours to vote at a State-wide election, the employee may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the employee to vote.

B. No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

   If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give their supervisor at least two (2) working days' notice that time off for voting is desired, in accordance with the provisions of this Section.

Section 10. Sick Leave for Extra Help Employees

The provisions in this section apply to paid interns and extra help, intermittent, and temporary employees. This Section does not apply to retired annuitants.

A. Accumulation of Sick Leave

   1. Commencing on July 1, 2015 or the first day of employment, whichever is later, extra help employees shall accrue 1 hour of sick leave for every thirty (30) hours worked, up to a maximum of sixty (60) hours.

   2. Extra help employees may use up to a maximum of forty (40) hours of accrued sick leave per calendar year.

   3. Earned sick leave shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates Court service.

   4. Sick leave shall not accrue during a period of layoff or leave of absence.

B. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. Absence from duty related to the care or treatment of an employee's personal illness or existing health condition, preventative health care, injury, disability due to pregnancy or childbirth, or medical and dental office appointments when absence during working hours for this purpose is authorized by the Court.

2. Absence from duty because the employee's presence is needed to attend to the illness, including the care, preventive care, or treatment of a family member.

   For purposes of this Section, "family member" is defined by Labor Code Section 245.5 (c) to include the following:

   a. A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition is applicable regardless of age or dependency status.
   b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
   c. A spouse.
   d. A registered domestic partner.
   e. A grandparent.
   f. A grandchild.
   g. A sibling.
   h. A "designated person", as outlined in 245.5(c)(8)

3. For a victim of domestic violence, sexual assault, or stalking, an absence related to seeking medical treatment or other relief, such as assistance through the legal system or care facilities intended to ensure the health, safety or welfare of the victim or their child, consistent with California Labor Code Sections 230 (c) and 230.1.

4. Absences for eligible reasons due to the employee's or an eligible family member's status as a victim of a qualified act of violence. "Family member" includes a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person as outlined in section 12945.8 of the California Government Code.

5. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Court that the presence of the employee on duty would endanger the health of others.

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.2., B.3., or B.4., above. The amount of Sick leave that may be used to care for an employee's family member shall be in accordance with, and not less than, the time required by Labor Code 233 or Labor Code 245, or other applicable law.

2. Absences which occur on a Court holiday.

D. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.

2. Employees who do not work for the Court for at least thirty (30) days within a year from the commencement of employment will not be eligible to be paid for any sick time provided pursuant to Labor Code Section 245 et seq.

3. Unused sick leave will not be paid out upon separation of employment. If an extra help employee is re-employed by the Court in an extra help, regular or limited-term position within one year from separation of employment, accrued sick leave that was earned prior to separation will be restored to the employee's sick leave balances, up to the accrual cap of seventy-two (72) hours.

ARTICLE II - PAY PRACTICES

Section 1. Method of Compensation for Employees

A. Employees shall receive compensation at the biweekly or hourly rate within the range or at the flat rate assigned to the class in which they are employed.

B. The pay rate(s) for each class is (are) set forth in a table of class titles, pay rates and salary schedules as adopted by the Court Executive Officer.

C. Notwithstanding any provision in these Policies to the contrary, the Court may direct that any officer or employee of the Court be compensated at any step of the salary range either at the time of or at any time subsequent to the date of their employment by the court.

Section 2. Salary Payment Procedure

A. A pay period covers fourteen (l4) calendar days and starts on a Friday and ends with the second Thursday thereafter. Employees and officers are paid approximately eight (8) days after the end of a pay period, usually on a Friday.

B. Compensation for each employee for whom compensation is established shall be paid out of the Trial Court Trust Fund or such other fund as may be provided by ordinance or by law upon certification by the Court Executive Officer to the Auditor-Controller that such employee has performed the services set forth in said certificate. When an employee separates from Court service and use of the regularly scheduled certification would create an inequitable delay, the Court Executive Officer may immediately file a special payroll certification of such separation with the Auditor-Controller. The Auditor-Controller may draft the warrant for the period of time and/or pay due said employee up to the time of separation. Notice of such separation shall be immediately filed with County Human Resources.

C. Before the Auditor-Controller shall deliver to the Court designee their salary warrant, the designee shall file a written certificate with the Auditor-Controller to the effect that each of their employees, during said pay period, has performed services for the Court as required by law. If there is any exception, the Court Executive Officer shall so state in the certificate. The Court shall retain a copy.

Section 3. Overtime for Nonexempt Employees

Employees designated as nonexempt under the Fair Labor Standards Act (FLSA), shall be paid at a rate of one and one-half (1 ½) times the regular rate for all hours worked over forty (40) during the workweek. Any hours worked beyond the employee's normal, scheduled work hours must be approved in advance by the employee's supervisor or manager when practicable. Employees will be compensated without prior approval in very limited circumstances when overtime is unavoidable, e.g., court runs late, emergency/natural disaster, etc.

Section 4. Authorization for Salary Increases

The Court Chief Human Resources Officer shall notify the Auditor-Controller in writing of all salary increases and such notifications shall constitute authorization for the Auditor-Controller to make payments to the employee at the higher rate.

Section 5. Limitations Upon Compensation

A. Unless otherwise provided by Rule of Court, all fees, commissions and mileage (other than mileage reimbursement received pursuant to the Judicial Council of California's mileage reimbursement provisions), received by an employee by virtue of their office shall be deposited with the Court for each calendar month not later than the fifth of the succeeding month and be deposited into the General Fund of the Court, or such other fund as may be provided by law, and shall become the property of the Court immediately upon its receipt, by such employee. The provisions of Section 70 of the Penal Code, relative to the asking or receiving of gratuities, is hereby made a part of the regulations governing employees.

B. Fees or compensation paid or received pursuant to appointment as an alienist or psychiatrist by the Superior Court shall not be subject to this Section and may be retained by the person to whom such fees or compensation are paid as their property.

Section 6. Authority to Resolve Employee Complaints/Grievances

The Chief Human Resources Officer may authorize payments in settlement of employee complaints or grievances where:

a. resolution of the complaint advances effective employer-employee relations, and

b. the cost of potential appeal and/or litigation exceeds the amount in controversy, and

c. the amount of such settlement does not exceed twenty-five thousand (25,000) dollars in any one (1) case. Settlements above $25,000 must be authorized by the Court Executive Officer.

ARTICLE III – EMPLOYEE EDUCATION REIMBURSEMENT PROGRAM

Section 1. Program Goal

The Court considers it essential to invest in the educational and professional development of each and every eligible Court employee. With this commitment in mind, the court has created the Employee Education Reimbursement Program (EERP) under Section 127 of the Internal Revenue Code.

It is the goal of this program to support dedicated employees by investing in their education and their professional development.

Section 2. Eligibility of Employees

Regular and limited-term employees in an active status, who have completed new employee probation before applying, may be eligible for reimbursement. At the sole discretion of the Court Executive Officer or designee, and to the extent required by law, employees on court approved leaves of absence may be eligible. Employees must remain in good standing and employed with the Court throughout the entire education reimbursement process.

Section 3. Eligibility of Courses

The following courses may be eligible for reimbursement under this Article, provided they meet IRS guidelines:

A. Courses related to obtaining a degree (Associate's, Bachelor's, Master's or Doctorate) and taken at an accredited college or university.

B. Courses related to a certificate program, for a previously unattained professional certification related to the work of the Court.

C. Stand-alone courses that are related to the work of the Court.

D. Courses that are prerequisite courses for eligible courses.

E. Courses are not eligible for reimbursement if they are:

1. taken to bring unsatisfactory performance up to an acceptable level;

2. taken to acquire skills or knowledge which the employee was deemed to have when appointed;

3. duplicative of available in-service training the employee is permitted to attend;

4. duplicative of training which the employee has already had; or

5. related to a hobby, game or sport (Physical Education classes that are proven to be required for a degree are reimbursable).

Section 4. Terms

1. Reimbursement may be made for tuition, textbooks, laboratory fees, registration and other required fees at time of registration. Expenses for parking, travel, and meals are not reimbursable.

2. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent. No reimbursement shall be made for audited courses or incomplete courses.

3. Reimbursement for non-graded courses (credit-no credit) will be made upon proof of completion of the approved course with a minimum grade of *credit* achieved and proof of payment.

4. Reimbursement for the cost of a class when the tuition is not broken down by class (e.g. program- or certificate-based tuition) will be based on a pro rata share of the aggregate cost of the program or certificate.

5. Reimbursement shall be limited as follows:

    a. If an employee is receiving reimbursement from another source that covers a portion of the cost, the Court will only pay the remaining amount after all other reimbursements are exhausted, up to the maximum set forth in subdivision (2) below.

    b. Employees may be eligible for reimbursable education costs up to three thousand five hundred dollars ($3,500) per calendar year.

6. Dependent upon the Court's fiscal constraints and priorities, at the sole discretion of the Court, reimbursement under this program may be suspended, revised, or denied.

7. If the Chief to whom the employee reports authorizes the employee to take the course(s) on Court time, the employee's time off will be recorded as regular hours for timekeeping purposes.

8. Employees will be required to indemnify the Court for any tax consequences of the reimbursement as part of the EERP Agreement.

Section 5. Education Reimbursement Procedure

1. Employees applying for education reimbursement must receive permission from his/her supervisor or manager and must submit a completed EERP Agreement to Human Resources Organizational Development within thirty (30) calendar days after the starting date of the course.

2. The Chief Human Resources Officer or designee will either approve the application or deny it based on the criteria set forth in this policy.

3. Not more than 90 days upon completion of an approved course, the employee shall send a completed Employee Education Reimbursement Claim and accompanying documentation to the Court's Chief Human Resources Officer or designee. Human Resources will certify fees

paid and grade achieved. Upon request of Human Resources, the employee shall evaluate the course and send the evaluation back to Human Resources.

4. Following certification by Human Resources, Accounts Payable shall approve the completed Employee Education Reimbursement Claim, to allow for issuance of a check to the employee for reimbursement.

PART 2

CONFIDENTIAL/MANAGEMENT/PROFESSIONAL GROUP, SUPERIOR COURT COMMISSIONERS, REFEREES & EXECUTIVE MANAGEMENT

ARTICLE IV - WORK PERIOD AND PAY PRACTICES

Section 1. Work Period

A. The official work period for management, including analyst and attorney employees, starts on a Friday and ends on the second Thursday thereafter. Such employees are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The Court Executive Officer shall regulate said work periods based on the needs of the Court with due regard to maintaining reasonable and equitable work periods for all employees.

B. The official work period for employees in the Executive Assistant classification, and any classifications contained in Article XXIII below which are designated as FLSA non-exempt, shall be forty (40) hours starting each Friday and ending the following Thursday. Work ordered and performed in excess of forty (40) hours of time worked in a workweek shall be overtime.

    1. Overtime may be converted to compensatory time or paid for at the option of the Superior Court.

    2. Employees with existing compensatory time balances of eighty (80) hours shall be paid for all overtime work performed in excess of that amount.

    3. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by the Superior Court.

    4. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

C. If any management, analyst, or attorney employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances, the Court Executive Officer may request the Presiding Judge to authorize additional compensation for such an employee or group of employees whom the Court Executive Officer determines should receive additional compensation. The rate of such compensation shall be equal to one-eightieth (l/80) of the employee's regular biweekly pay rate for the hours in excess of eighty (80) hours in a pay period.

D. Management, analyst and attorney employees receive compensation at a biweekly rate within the range assigned to the class in which they are employed for each full pay period worked as determined by Article IV, Section l.A. Compensation for pay periods in which full-time employees did not work the full schedule determined pursuant to Article IV, Section l.A. and for extra help employees and part-time employees shall be based on an hourly rate equal to one-eightieth (l/80) of the biweekly rate, and shall not exceed eighty (80) hours in a pay period, except as provided in Section l.C., above.

Section 2. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the pay grade in effect for the particular class or position in which the new employee is hired except as provided in Section 2.B. below.

B. The Court Executive Officer may authorize that a particular position be filled at any step in the pay grade if the Court Executive Officer makes a determination that there is a direct benefit to the Court from such placement and that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee. When the Court Executive Officer authorizes the filling of the position at a step which is higher than the recruiting step, the salary of incumbents of positions in that class or related classes may be advanced by the Court Executive Officer in order to retain equitable relationships.

Section 3. Salary on Promotion or Temporary Promotion

A. A regular, limited-term or probationary employee who is promoted to a position in a class with a higher pay grade shall receive the recruiting step for the higher class; if placement at the recruiting step would result in a salary decrease, the employee shall be placed at then next higher step which would not result in a salary decrease and which does not exceed the top step of the pay grade.

Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had received one-step increases during each applicable merit performance evaluation cycle.

Section 4. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned from one (1) class to another class with the same recruiting step, the employee's salary shall not change.

B. When a regular, limited-term or probationary employee is reassigned from one (1) class to another class with the same pay grade but a higher recruiting step, the employee's salary shall be advanced to the recruiting step for the new pay grade. Such an employee shall have the same merit increase eligibility date which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular, limited-term regular, or probationary employee is reassigned from one (1) class to another class with the same pay grade but a lower recruiting step, the employee's salary shall be placed on the closest step, which is not lower, on the new pay grade.

D. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with different recruiting steps, the employee's salary shall be determined by the Chief Human Resources Officer.

E. When a regular, limited-term or probationary employee is reassigned from a class on one (1) pay grade to a class on another pay grade, the employee shall be placed at the closest step that does not involve a salary reduction, but not to exceed the maximum step in the range. The determination as to whether the employee will serve a probation period shall be made pursuant to Article V, Section 1.B.2.

Section 5. Salary on Reduction

A. Disciplinary Reductions

1. When a regular or limited-term employee is reduced for disciplinary reasons, the employee's salary shall be placed at the step on the new pay grade that is closest to a two (2) step reduction or the top step of the pay grade assigned to the lower class, whichever is lower;

2. When a new or promotional probationary employee is reduced for disciplinary reasons to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class, or the employee's salary may be determined by the Court Executive Officer. If a promotional probationary employee is reduced for disciplinary reasons to a class in which the employee previously passed probation and occupied in good standing, the employee shall have the same step status he or she would have achieved if the employee had remained in the lower class through the period of their service in the higher class.

B. Non-disciplinary Reductions

1. Except as provided in Section 5.C., below, when a regular or limited-term employee is reduced for physical disability or other non-disciplinary reasons, the employee shall receive the highest step in the lower salary grade that does not exceed the employee's rate of pay immediately prior to reduction. When a probationary or promotional probationary employee is reduced for non-disciplinary reasons, the employee shall have the same step status he or she would have achieved if the employee had received one-step increases during each applicable merit performance evaluation cycle.

2. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

a. If the salary of the employee is the same or less than the maximum rate in the new pay grade, the salary of the employee shall be placed on the new pay grade at the closest step, which may be higher or lower.

b. If the salary of the employee is greater than the maximum rate in the new pay grade, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum rate in the new pay grade exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum rate in the new pay grade, the salary of the employee shall be reduced to the top step on the pay grade for the new class. The duration of the Y-Rate shall begin on the effective date of the reclassification of the position.

Y-RATE SCHEDULE

Years of Full Time Continuous Service	Duration of Y-Rate
Less than 5 years	Two years from the date of reclassification
5 years but less than l0 years	Three years from the date of reclassification
10 years but less than l5 years	Four years from the date of reclassification
l5 years but less than 20 years	Five years from the date of reclassification
20 years but less than 25 years	Six years from the date of reclassification
25 years or more	Seven years from the date of reclassification

C. When an employee on a Y-Rate takes a voluntary reduction, their Y-Rate shall be reduced by the amount of the difference between the maximum salary of the pay grade of the class from which the employee is being reduced and the maximum salary of the pay grade of the new class.

Section 6. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class within the same salary grade, the salary of the employee shall be set as in Article IV, Section 4, above, Salary on Reassignment.

B. If the position is reclassified to a class in a higher salary grade, the salary of the employee shall be governed by Article IV, Section 3., above, Salary on Promotion.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article IV, Section 5.B.2, above, Salary on Reduction.

Section 7. Salary on Re-employment

A. A person who is re-employed in the same occupational series in which the person held regular status and was separated in good standing, may upon approval of the Chief Human Resources Officer be appointed at a step higher than the recruiting step, but no higher than the step the person occupied at the time of separation unless appointment at an advanced rate is authorized by the Court Executive Officer or his/her designee.

B. Retirees

1. In compliance with applicable law, a former employee of an Orange County Employees Retirement System (OCERS) covered employer on paid OCERS retirement may be re-employed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to a position in their former classification at any appropriate step on the pay grade.

2. In compliance with applicable law, a former employee of an OCERS covered employer on paid OCERS retirement who retired under an early retirement incentive plan may be re-employed for not more than seven hundred twenty (720) hours in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any appropriate step on the pay grade.

Section 8. Change in Salary Allocation

If a class is reassigned to a higher pay grade, the affected employees shall be placed on the new pay grade at the step closest to, but not lower than, their current salary.

Section 9. Additional Compensation

Notwithstanding anything in these Policies and Regulations to the contrary, when in the judgment of the Court Executive Officer it becomes necessary or desirable to utilize the services of Court employees in capacities other than those for which they are regularly employed, the Court Executive Officer may authorize an additional rate of compensation for such employees.

Section l0. Election Work

In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 11. Premium Pay

A. Bilingual Pay

Qualified employees who meet the following criteria shall receive an additional fifty eight (58) cents per hour (approximately one hundred [100] dollars per month) for all hours actually paid. Qualified employees in the Attorney classification assigned to the Office of the Family Law

Facilitator or a Self Help Center shall receive exceptional bilingual pay in the amount of one dollar fifteen cents (1.15) per hour for all hours actually paid.

a. An employee must be assigned by court management to speak or translate a language in addition to English. This may include such specialized communication skills as sign language.

b. Employees must, through the course of their assignment, regularly and frequently speak and/or translate a second language, i.e., multiple times per week.

c. To become qualified, employees must be certified in accordance with procedures approved by the Chief Human Resources Officer.

B. Additional Shifts (*Applicable to the classification of Court Referee EPO (Emergency Protective Order) Only*)

When a Court Referee EPO is called to work with less than 24 hours' notice, he or she shall be paid for no fewer than four (4) hours of work regardless of the number of hours actually worked. All hours shall be paid at the regular rate of pay.

C. Executive Assistant Assignment Pay

An employee in the class of Executive Assistant who is assigned to the Juvenile Presiding Judge, the Assistant Presiding Judge or two Deputy Court Executive Officers shall be eligible to receive a premium assignment pay in the amount of 5.5% per hour for all hours actually paid. To qualify, an employee must be in good standing with overall satisfactory performance. This premium assignment pay may be applied or removed at the discretion of the Presiding Judge.

Section 12. Pay Check Deposit

All employees are required to authorize automatic deposit of his/her paycheck to a financial institution of the employee's choice. Requests for exception made by employees hired before September 27, 2007 will be considered on a case-by-case basis by the Chief Human Resources Officer or designee.

ARTICLE V - GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

A new or re-employed employee employed in a regular or limited-term position shall be placed on new probation for fifty-two (52) weeks from the date of appointment ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

A new or re-employed employee employed in a part-time regular or limited-term position shall be placed on new probation in proportion to the amount of their regular assignment (e.g., an employee who works 40 hours per pay period would serve a probation period of one hundred and four (104) weeks) ending with the first day of the pay period following completion of said period.

B. Probation for Current Employees

1. A full or part-time employee who is promoted, except on a temporary promotion, shall be placed on probation, except as provided in B.2., below. A full-time employee shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. A part-time employee shall serve a probation period in proportion to the amount of their regular assignment (e.g., an employee who works 40 hours per pay period would serve a probation period of one hundred and four (104) weeks) ending with the first day of the pay period following completion of said period.

2. When a regular or limited term employee is moved into a higher grade as the result of a reclassification or reassignment, and the employee has been performing the higher level functions for at least twelve months, or the employee's previous classification is abolished, the employee shall not be required to serve a probation period. When a regular or limited term employee is moved into a classification in a higher grade as the result of a reorganization or reassignment, and the employee will be performing new functions, the employee shall be placed on probation for a period equal to the probation periods set forth in Section B.1. above. The CEO or designee shall make the final decision (no right to appeal) as to whether a probation period is warranted in accordance with the above.

3. When a regular, limited-term or probationary employee is reassigned or reduced to a position in which the employee did not previously hold status, such employee shall be placed on promotional probation for a period equal to the new probation periods set forth in Sections 1.A.1 and 1.A.2, above.

4. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the Court Executive Officer is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

   An employee on new probation may be released from service at any time without notice, cause or right of appeal or hearing.

2. Probation for Current Employees

   a. An employee on probation as the result of a promotion or reclassification may be failed at any time without notice, cause or right of appeal or hearing.

   b. When an employee fails their probation, the employee shall have the right to return to their former class provided the employee was not in the previous class for the purpose of training for a promotion to the higher class.

      When an employee is returned to their former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the Court Executive Officer shall not have the right to return to their former class.

   c. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in their former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements.

2. When the Court Executive Officer or their representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section E. of this Article, below, and an employee who is permitted by the Court to work beyond the end of a probation period shall be deemed to have passed such probation period.

E. Extension of Probation Periods

1. The granting of an Extended Personal or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Extended Personal Leave or by the length of the Military Leave in excess of fifteen (l5) calendar days. If the employee is on probation, the extended period resulting from the Extended Personal or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have their probation extended by the length of the suspension, with

the extended probation period ending with the first day of the pay period after said extended date.

2. The probation period of an employee may be extended at the sole discretion of the Court Executive Officer for a period not to exceed fifty two (52) weeks provided such action is implemented before the normal probation period is completed.

Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The Court shall maintain a system of employee performance ratings designed to give a fair evaluation of the work performed by an employee. Evaluations shall be prepared and recorded in either an electronic performance evaluation system or in an employee's personnel file for all regular and limited-term full and part-time employees at least once each year, except that employees who are at or near the top of the pay grade (i.e., within the top 2 steps of the pay grade) and performing competently shall receive a performance evaluation at least every two years; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The Court shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file or completed in the electronic performance evaluation system.

C. When a performance evaluation is recorded in the electronic performance evaluation system or placed in the personnel file of an employee, a copy of such evaluation, together with any related attachments shall be made available to the employee.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the Court shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of their official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of their official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting their suspension or discharge from Court service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in their official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief Human Resources Officer and the employee concerned or by an order of an

appeals board, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XII, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Court Executive Officer shall become a limited- term employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent-funded positions. Upon transfer to permanent positions such employees shall maintain their original hire date for purposes of vacation and sick leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the Court. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent-funded positions, maintain their original hire date for purposes of vacation and sick leave accrual, retirement, layoff and new employee probation

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Court Executive Officer shall retain their status as a regular employee and retain their layoff benefits in their former layoff unit. The Court Executive Officer shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (l20) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to their former class. In such a case the employee shall be reassigned within five (5) working days.

B. The Court may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (l8) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the salary status he or she

would have achieved if the employee had remained in the lower class throughout the period of their service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to their former class. A temporary promotion shall not exceed a period of eighteen (l8) months unless otherwise agreed by the parties.

Section 6. Re-employment of Employees on Disability Retirement

A. Upon request by employees retired for physical disability, the Court will counsel and advise employees retired for physical disability about re-employment opportunities with the Court for which they may qualify.

B. Employees retired for physical disability who, within two (2) years from date of retirement or date their disability retirement is discontinued, request and qualify for positions with the Court shall be considered for re-hire.

Section 7. Re-employment of Regular Employee

A regular employee who leaves Court employment and is re-employed within fifteen (l5) calendar days shall be deemed to have been on Personal Leave for such period of time.

Section 8. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class within the Court.

Section 9. Executive Assistants to Presiding Judges, Assistant Presiding Judge, Court Executive Officer or Deputy Court Executive Officer

A. An Executive Assistant to a Presiding Judge (i.e., the Presiding Judge of the Superior Court or the Presiding Judge of the Juvenile Court), Assistant Presiding Judge, Court Executive Officer, or Deputy Court Executive Officer (i.e., Chief) shall serve at the pleasure of that Presiding Judge, Assistant Presiding Judge, Court Executive Officer or Deputy Court Executive Officer. They may be terminated at any time and, in such event, shall have no right to any appeal or grievance procedure under any rule or regulation of the Superior Court or the State, except as provided in B. below.

B. An Executive Assistant as described in Section 9.A above, may be removed from the Executive Assistant position at any time and, in such event, shall have no right of appeal or grievance procedure under any rules or regulations of the Superior Court or the State.

C. For those Executive Assistants who, immediately prior to appointment, held regular status in a Superior Court classification upon removal from the Executive Assistant classification, shall have the right to return to a position in the former class.

ARTICLE VI - LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. For the purpose of this Section, each biweekly pay period for which a full-time employee receives their full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

2. During the first three (3) years of employment, an employee shall earn .0385 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately eighty [80] hours per year).

3. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0577 hours of sick leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately one hundred twenty [120] hours per year).

4. Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates Court service.

B. Types of Sick Leave and Permitted Uses

1. Personal Sick (SP)

a. Personal Sick leave may be applied to:

i. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.

ii. Medical and dental office appointments when absence during working hours for this purpose is authorized by the Court.

iii. Absences for eligible reasons due to the employee’s status as a victim of a qualified act of violence, as outlined in section 12945.8 of the California Government Code.

iv. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Court that the presence of the employee on duty would endanger the health of others.

b. Illness while on paid vacation will be charged to personal sick leave rather than vacation only under the following conditions:

i. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing their normal duties.

ii. The employee must notify their supervisor within four (4) calendar days of the beginning of the illness or prior to the end of their vacation leave, whichever is sooner, to request that their illness on vacation be charged to sick leave.

iii. The Court shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

iv. Upon the employee's return to work, the employee may be required to furnish the Court with a certificate signed by a licensed physician or registered nurse identifying the period of disablement.

2. Sick Protected Time (SPT)

a. Eligible employees may use up to a specified amount of accrued and available Sick leave balances as Sick Protected Time (SPT); for eligible reasons outlined below. This time is intended to be for compliance with Labor Code sections 233 and 245 as they relate to California Paid Sick Leave.

b. Amount of Sick Protected Time

i. In any calendar year, employees may use up to half of the sick leave that they may accrue in a twelve-month period, calculated at the employee's current accrual rate, plus twenty-four (24) hours. The total amount of time eligible to be used as Sick Protected Time shall not be less than the time required by Labor Code 233 or Labor Code 245, or other applicable law.

c. Sick Protected Time, as provided above, may be applied to:

1. Absence from duty related to the care and treatment of an employee's personal illness or existing health condition, preventative health care, injury, disability due to pregnancy or childbirth, or medical and dental office appointments when absence during working hours for this purpose is authorized by the Court.

2. Absence from duty because the employee's presence is needed to attend to the illness, including the care, preventive care, or treatment of a family member.

For purposes of this Section, "family member," as defined by Labor Code Section 245.5 (c), includes the following:

1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition is applicable regardless of age or dependency status.
2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

3) A spouse.
4) A registered domestic partner.
5) A grandparent.
6) A grandchild.
7) A sibling.
8) A "designated person", as outlined in 245.5(c)(8)

3. For a victim of domestic violence, sexual assault, or stalking, an absence related to seeking medical treatment or other relief, such as assistance through the legal system or care facilities intended to ensure the health, safety or welfare of the victim or their child, consistent with California Labor Code Sections 230 (c) and 230.1.

4. Absences for eligible reasons due to the employee's or an eligible family member's status as a victim of a qualified act of violence. "Family member" includes a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person as outlined in section 12945.8 of the California Government Code.

d. Employees who do not work for the Court for at least thirty (30) days within a year from the commencement of employment will not be eligible to be paid for any sick time provided pursuant to Labor Code Section 245 et seq.

e. If an employee separates from Court employment and is re-employed by the Court in a regular or limited term position within one year from the date of separation, accrued but unused sick time provided pursuant to Labor Code Section 245 et seq. Sick Protected Time will be restored, up to a maximum of seventy-two (72) hours. The Superior Court shall not reinstate accrued sick leave to an employee that was paid out at the time of separation from employment.

3. Sick Other Leave (SO)

Sick Other Leave (SO) is not intended for illness, injury, or medical care but may be used for personal well-being, personal business, or personal emergencies.

Employees may use up to thirty-two (32) hours per fiscal year as Sick Other. Sick Other Leave may be applied to:

a. Personal Well-Being – An absence related to an employee's mental health and well-being, including time for self-care that does not require medical treatment.

b. Personal Emergency – An urgent, unforeseen personal emergency where failure to take immediate action could result in significant hardship.

c. Personal Business – Other personal matters that do not qualify as sick leave or a personal emergency, but are necessary for the employee's well-being (e.g. attending non-medical appointments, attending a school event, or volunteering in the community).

d. An absence due to an air pollution alert which prevents the employee from traveling to their work location.

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in Sections B.2 and B.3 above or Section 2.C.7, below.

2. Absences which occur on a Court holiday.

D. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.

2. An employee seeking authorization to use Personal Sick leave may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness or injury.

3. When a person is re-employed in a regular or limited-term position, the Chief Human Resources Officer may apply the period of previous continuous service for the purpose of determining sick leave earning rates.

4. When a person is employed in a regular or limited-term position, the Superior Court may apply, for the purpose of determining sick leave earning rates, all or a portion of the period of continuous service, if any, with another court or government agency that was earned immediately prior to accepting Court employment. Such prior service credit shall not be credited until the eligible service has been verified. Employment verification must be submitted within sixty (60) days of the employee's first day of work.

E. Sick Leave Reduction Incentive Program

The Court recognizes the importance of supporting employees' overall well-being by providing opportunities to balance work and personal health needs. To encourage the responsible use of Sick Leave while offering employees flexibility in managing their accrued leave, the Court has established a Sick Leave Reduction Incentive Program.

1. The court shall administer a Sick Leave Reduction Incentive Program, allowing eligible employees to convert up to forty (40) hours of accrued sick leave to cash or vacation time.

2. Each calendar year, the Court will establish and post the specific criteria for conversion. To be eligible, an employee must have been employed by the Court at least one year (2,080 regular, paid hours) at the start of the first pay period of the calendar year.

3. This program, or a portion thereof (e.g., cash payments) may be suspended if the Court determines that continued implementation is not economically or operationally feasible.

Section 2. Authorized Leave

A. Discretionary Leaves of Absence

A discretionary leave of absence may be granted based on the operational needs of the Court and the department in which the employee is assigned. The granting of such leave shall be at the discretion of the Court.

1. Personal Leave

A regular, limited-term or probationary employee may request a personal leave for a period not to exceed fifteen (l5) calendar days. The Superior Court shall require that all accumulated compensatory and vacation accruals be used prior to granting a personal leave.

2. Extended Personal Leave

a. A regular, limited-term or probationary employee may request an extended personal leave of absence. Such leave, if granted, shall not exceed one (1) year. The Superior Court shall require that all accumulated compensatory and vacation accruals be used prior to granting an extended personal leave.

b. An employee may be required to give notice two (2) weeks prior to the date they wish to return to work. If an employee does not give the required notice prior to the date they wish to return to work, the Court shall not be required to return the employee to work until the employee gives such notice; however, the Court may waive the notice or reduce the notice period at its discretion.

3. General Provisions – Discretionary Leave

a. A request for a discretionary leave shall be made upon adopted forms and shall state specifically the reason for the request, the date when it is desired to begin the leave of absence, and the date of return.

b. A request for a discretionary leave shall normally be initiated by the employee or the employee's family member but may be initiated by the Court only where the employee is unable to initiate such action.

c. The Court shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within ten (10) business days of receiving the request, however this timeline may be extended as necessary; and (b) provide a copy of the decision to the employee.

d. An extended personal leave shall not be credited toward continuous service.

e. Personal leave and extended personal leave do not run concurrently.

B. Non-Discretionary Leaves of Absence

1. A non-discretionary leave of absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a non-discretionary leave of absence will be determined according to the requirements of applicable law. The Court follows all applicable state and federal laws pertaining to non-discretionary leaves of absence, which may include, but is not limited to, Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), the California Military and Veterans Code (MVC), and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

2. If conflicting language exists in the application of a non-discretionary leave between this Article and state or federal law, then the state or federal law shall prevail.

3. Verification

    a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.

    b. Eligibility for any non-discretional leave of absence will be determined according to the requirements of applicable law.

    c. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

    d. Failure to provide satisfactory verification of the necessity for a non-discretional leave of absence may be grounds for denial of the leave.

4. General Provisions – Non-Discretionary Leave

    a. The twelve (12) month period for calculating non-discretionary leave entitlement will be based on a rolling 12-month lookback period, which is measured from the date an employee uses any applicable leave, unless otherwise specified by law or policy.

    b. Unless otherwise prohibited by state or federal law or this agreement, non-discretionary leaves of absence will run concurrently.

    c. Unless otherwise required by applicable state or federal law, any portion of the leave which is unpaid shall not be credited toward service hours.

    d. Unless otherwise specified by applicable law or elsewhere in this agreement, when employees are approved for a non-discretional leave of absence, sick, compensatory, and vacation balances shall run concurrently with the approved leave as permitted by applicable law; except that in advance of the leave, employees may request in writing, to maintain accrued and available vacation and/or compensatory time not to exceed forty (40) hours as a combined total. Under all provisions in Article VI, except for Section 2.C.7 (Catastrophic Leave Provision), the Superior Court will deem that all vacation and compensatory time

have been exhausted when an employee elects to keep time on the books under this provision. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article VI., Section 1.B or the Catastrophic Leave provision in Section 2.C.7.

C. Other Leaves of Absence

1. Parenthood Leave

a. A regular, limited-term or probationary employee shall be granted, upon request, a Parenthood Leave (without pay) of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:

i. The requested leave is commenced within six (6) months after the date of birth or placement for legal adoption of the child.

ii. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

iii. Such employee has completed new probation.

iv. All accrued vacation and compensatory time has been applied toward the absence, except as provided in Section 2.B.4.d.

b. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Parenthood Leave within any twelve (12) month period.

c. Parenthood leave runs concurrent with Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA), when FMLA and/or CFRA are used for purposes of bonding with a child. In those situations, law pertaining to those leaves shall supersede this section. Parenthood Leave does not run concurrent with Pregnancy Disability Leave (PDL).

d. In instances when Parenthood Leave is not running concurrent with FMLA or CFRA, employees are required to use available Compensatory and Vacation balances. If an employee exhausts these balances, the remaining Parenthood Leave shall not be credited toward continuous service.

e. Any unpaid portion of Parenthood Leave shall not be credited toward continuous service except as otherwise provided by law.

f. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on an Extended Personal Leave.

2. Leave for School and Child Care Activities

    a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child's school-related disciplinary issue.

    b. A qualifying employee may elect to apply any accrued and available compensatory or vacation accruals; or sick accruals up to the limits outlined in Section 1.B.3, towards this leave. Employees may also elect to take the leave without pay.

3. Bereavement Leave

    a. Upon request, regular, limited-term or probationary employees shall receive necessary time off with pay, not to exceed five (5) days upon the death of an immediate family member. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, wife, husband, registered domestic partner, child, step-child, grandparent, grandchild, or legal guardian.

    b. Generally, time off for bereavement purposes shall be taken in whole-day increments and may be taken nonconsecutively. If requested, partial-day absences may be approved if operationally feasible.

    c. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

4. Jury Service Leave

    a. A regular, limited-term or probationary employee who is called for jury service or for examination for jury service shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury service which occur during the employee's regularly scheduled working hours provided the employee waives or returns the employee's fees for such hours of jury service, exclusive of mileage, to the Court where service was provided. Fees for jury service performed during hours other than regularly scheduled working hours may be retained by the employee. An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury service. Such requests shall be granted if practicable.

5. Witness Leave

   a. A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at their regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

6. Workers' Compensation Leave

   a. When an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of employment as determined by the Court's Workers' Compensation Third Party Administrator (TPA), the employee shall receive any applicable workers' compensation Temporary Total Disability (TTD) benefit payments directly from the TPA.

   b. Prior to qualifying for TTD benefits, an injured employee shall use any accrued sick leave, compensatory time and/or vacation, in that order.

   c. When an injury is determined to be job-related by the Court's TPA or by the Workers' Compensation Appeals Board, seventy (70) percent of all sick leave, compensatory time and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, seventy (70) percent of all sick leave, compensatory time and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

   d. While an employee receives TTD benefits, the employee may elect, at their option, to use accrued sick leave, compensatory time and/or vacation, in that order, to supplement such TTD benefit. Any accruals used are to make up the difference between TTD benefit payments and the employee's base salary and shall not exceed 100% of the employee's base salary. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives TTD benefits except as provided in Article VI and VII.

   e. Workers' Compensation Leave shall continue until the employee:

      i. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
      ii. is determined to be physically able to return to work with medical restrictions which the Court can accept, and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
      iii. accepts employment outside the Court; or
      iv. accepts employment in another Court position; or
      v. has been found to be permanent and stationary and is not rehabilitated as provided by law; or

vi. is retired pursuant to Government Code provisions.

f. An employee whose Workers' Compensation Leave ends pursuant to this provision and who does not return to work or obtain Court approval for an authorized leave of absence shall be considered to be absent without authorization.

g. If practicable, an employee on Workers' Compensation Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he or she wants to return to work, the Court shall not be required to return the employee to work until such notice is given; however, the Court may waive the notice or reduce the notice period at its discretion.

7. Catastrophic Leave

The Court will administer a Catastrophic Leave procedure designed to permit limited individual donations of vacation and/or compensatory time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition for themselves or an immediate family member.

a. Eligibility for Donations

i. To receive Catastrophic Leave Donations an employee must:

1. Have a catastrophic medical condition themselves or an immediate member of their family which will require the employee to be on unpaid leave for at least 30 calendar days.
2. For purposes of catastrophic leave, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, grandparent, grandchild or legal guardian.
3. Exhaust all accrued sick leave, vacation and compensatory time.
4. Employees who are caring for a family member with a catastrophic illness must file a note from a certified care giver which states that the family member's presence is required. Upon presentation of documentation, employees will be permitted to use sick leave if their continued absence will be required at least 30 calendar days after their vacation and compensatory balances have been exhausted. Further evidence that all leave balances, including sick leave, will be exhausted for at least 30 calendar days must be submitted prior to implementation of collecting catastrophic leave donations.
5. Submit to the Chief Human Resources Officer of the Superior Court a written request for donations accompanied by a medical statement from the employee's or family member's physician; the attending physician's statement must verify the employee's need for an extended medical leave and must include an estimated time the employee will be unable to work.

ii. Employees who receive donations under this procedure and who exhaust all donated sick leave may request an additional donation period subject to the provisions of Section 2.C.7.a. and 2.C.7.b, herein.

b. Donation Procedure

i. Upon receipt of a valid request for donations from an eligible employee, the Executive Officer of the Superior Court (or their designee) shall post a notice of the eligible employee's need for donations on bulletin boards accessible to employees and send notice via electronic mail to all court employees and commissioners; confidential medical information shall not be included in the posted notice.

ii. Employees shall be provided a two week period to submit their donations; donations received after the submission period shall not be processed.

iii. All donations shall be voluntary.

iv. Employees may donate vacation or compensatory time to the eligible employee; sick leave may not be donated.

v. Donations must be a minimum of two (2) hours, but cannot exceed sixteen (16) hours per donating employee; all donations must be made in whole hour increments.

vi. The maximum amount of leave an employee may donate under the catastrophic leave program cumulatively throughout the calendar year may not exceed the donor employee's maximum annual vacation accrual as provided for in Article VII.

vii. All donations shall be irrevocable, except as provided in section 2.C.7.b.xii below.

viii. Employees wishing to donate time to the eligible employee must provide the following:

1. The donating employee's name and Social Security Number or Employee identification number.
2. The number of hours of compensatory/vacation time they wish to donate with the limitations of Section 2.C.7.b.v, above.
3. The name, Court location and class title of the eligible employee to whom the time is being donated.
4. A statement from the donating employee indicating they understand that the donation of time is irrevocable, except as provided in section 2.C.7.b.xii below.
5. The donating employee's signature authorizing the transfer of the donated time to the eligible employee.

Donation authorizations which do not contain all of the above information shall not be processed.

ix. At the close of the donation period, the Superior Court shall confirm that each donating employee has accrued time balances sufficient to cover the designated donation. The donated hours will then be transferred on a straight

hour to hour basis to the recipient's sick leave account in the amounts designated under section 2.C.7.b.xii below.

x. Donated hours will generally be processed on a "first-come, first-used" basis.

xi. An employee who is on a leave without pay at the time they receive a Catastrophic Leave Donation will be treated as if on an Extended Personal Leave of Absence for purposes of probation and merit increase eligibility.

xii. Donated hours will be processed in 80 hour increments for the duration of the Catastrophic Leave period. Once the Catastrophic Leave period ends for the employee, any remaining hours donated will not be processed and will be returned to the donor(s). Unused donated hours will be returned to the donor's vacation or compensatory accounts, whichever is applicable.

xiii. Should an employee receive Catastrophic Leave donations while a Workers' Compensation claim is pending, and the Workers' Compensation claim is subsequently approved, all donated hours will be returned to any donor(s) who has not separated from Court employment as of the date of claim approval.

Section 3. Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (l4) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until, and unless, the employee obtains a medical clearance from a Superior Court designated physician, except, where an employee obtains a medical statement pertaining to psychological treatment, the Superior Court may require medical clearance from a Court designated psychologist.

Section 4. Absence Without Authorization

A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from Court employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.

B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the Court Executive Officer prior to the expiration of the time limit specified in A., above.

C. When an employee has been absent without authorization and the Court plans to invoke the provisions of 4.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the Court shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:

1. a statement of the Court's intention to invoke the provisions of this section, implement the employee's automatic resignation, and its effective date;

2. a statement of the reasons for considering the employee to have automatically resigned;

3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. a statement of the employee's right to representation;

5. a copy of the automatic resignation provisions which apply to the employee;

6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation.

D. An automatic resignation shall not be accepted and entered if the employee: 1) responds to the notice before the effective date, 2) provides an explanation satisfactory to the Court as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the Court to be ready, able and willing to resume the full duties of their position.

E. An employee who is permitted to continue their employment pursuant to C. and/or D., above, shall not be paid for the period of their unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Court determines it is appropriate to use sick leave, compensatory time, vacation or other paid leave to cover the absence.

F. Notwithstanding any other provision of this Section, the Court may rescind an automatic resignation.

G. Automatic resignations shall not be considered a discharge under the provisions of Article X, DISCIPLINARY ACTION.

ARTICLE VII - VACATION

Section 1. Accumulation of Vacation

A. For the purpose of this Section, each biweekly pay period for which a full-time employee receives their full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

B. A new employee in a regular or limited-term analyst, attorney or manager position shall earn .0577 hours of vacation for each hour of pay during the regularly scheduled workweek (approximately one hundred twenty [120] hours per full year of service hours, i.e. 2080 hours). Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates Court service.

C. Employees hired into executive management positions shall earn .077 hours vacation for each hour of pay during their regularly scheduled workweek during the first three years (6240 hours).

D. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .077 hours vacation for each hour of pay during their regularly scheduled workweek (approximately one hundred sixty [160] hours per year) but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates Court service.

E. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time Court/County service, an employee in a regular or limited-term position shall earn .0962 hours vacation for each hour of pay during their regularly scheduled workweek (approximately two hundred [200] hours per year), under the same terms and conditions as for the prior rate of accrual.

F. The maximum allowable vacation credit at any one (l) time for a full-time employee with less than ten (10) years of full-time continuous service shall be three hundred sixty (360) hours or a prorated amount equal to nine (9) weeks of vacation for part-time employees. The maximum allowable vacation credit at any one (1) time for a full-time employee with ten (10) or more years of full-time continuous service shall be four hundred eighty (480) hours and a prorated amount equal to twelve (l2) weeks of vacation for part-time employees.

Section 2. General Provisions

A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.

B. An Extended Personal Leave of Absence shall cause the aforementioned ten (10) years (Article VII, Section l.D) of full-time Court/County service to be postponed a number of calendar days equal to the Extended Personal Leave.

C. When an employee's Court/County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article VII, Section l.D) of Court/County service, with the part-time service being applied proportionately to the appropriate full-time interval.

D. Additional vacation earned during the period of vacation may be taken consecutively.

E. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

F. Vacations shall be scheduled for employees by the Court; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

G. No scheduled vacation will be canceled except in cases of emergency.

H. Illness while on paid vacation will be charged to sick leave rather than vacation only under the conditions specified in Article VI, Section l.B.5.

I. No employee shall be permitted to work for compensation for the Court in any capacity during the time of their paid vacation from the Court.

J. An employee separating from Court service for reasons other than paid retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from Court service by way of paid retirement may elect either to take time off for their vacation or to be paid for their vacation in a lump sum payment.

K. During each fiscal year an employee may request to be paid for up to eighty (80) hours of accrued vacation.

L. When a person is re-employed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the Court, apply the period of previous Court/County continuous service for the purpose of determining vacation earning rates.

M. When a person is employed in a regular or limited-term position, the Superior Court may apply, for the purpose of determining vacation earning rates, all or a portion of the period of continuous service, if any, with another court or government agency that was earned immediately prior to accepting Court employment. Such prior service credit shall not be credited until the eligible service has been verified. Employment verification must be submitted within sixty (60) days of the employee’s first day of work.

ARTICLE VIII - HOLIDAYS

Section 1. Holidays Observed

A. Those holidays specified in Section 6700 of the Government Code and Sections 134 and 135 of the Code of Civil Procedure are paid holidays.

B. When a holiday, as specified in 1.A. above, falls on a Sunday, the next day shall be observed as the holiday.

C. When a holiday as specified in 1.A. above, falls on a Saturday, the Friday immediately preceding the holiday shall be observed as the holiday.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With Court approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated per Section 6700 of the Government Code, each full-time employee scheduled to work but permitted to take the day off shall receive eight (8) hours pay computed at the employee's basic hourly rate. A part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of eight (8) hours of holiday pay.

B. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

C. Compensation for Work on Holidays

1. An employee who is required to work on any holiday other than those listed in 2 below shall receive their regular pay for each hour worked.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day shall receive pay computed at one and one-half (l-l/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive in addition to pay as provided in C.l. or 2. of this Section compensatory time for each hour worked to a maximum of eight (8) hours.

D. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.

E. Full-time employees who are on a pay status during the pay period which includes March l each fiscal year during the term of these Personnel Policies and Regulations, shall be credited with six (6) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with three (3) hours of compensatory time.

F. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the Court. Employees shall be paid for all compensatory time in excess of eighty (80) hours.

ARTICLE IX - REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. An employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of their duties during each monthly period, subject to the Judicial Council of California's Travel Rate Guidelines.

B. An employee who is required by the Court to furnish a privately owned vehicle for the performance of their duties shall receive a minimum of ten (l0) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (l0) dollars. The minimum shall not apply in any month:

1. in which the employee has not actually worked eighty (80) hours;

2. unless the employee claims the ten (l0) dollar minimum and the Court certifies that the employee was required to use a privately owned vehicle on Court business.

Section 2. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3. Attorney Bar Fees

Upon request and as permitted by policies set forth by the Judicial Council of California, the Court shall: 1) reimburse eligible regular or limited term status employees as of January 1 of each year in Attorney or other classifications as approved by the Court Executive Officer, for their active State Bar dues; and 2) reimburse eligible Superior Court Commissioners and Court Referees holding regular positions for inactive State Bar dues.

Section 4. Optional Benefit Plan

A. Effective January 1, 2008, each eligible employee shall be entitled to select benefits from those listed below not to exceed three thousand five hundred (3,500) dollars.

B. The purpose of the plan is to provide options to individual employees to best meet the needs of themselves and dependents while enhancing the employee's expertise and skills on the job.

The options available shall include the following types of benefits such as:

1. cash (taxable);

2. health care reimbursement account, as permitted by the County's Section 125 Plan document

3. County administered 457 Deferred Compensation Plan.

C. The County Chief Human Resources Officer administers the plan. Each employee to be eligible must file An Intent to Participate statement and follow instructions prepared by the County Chief Human Resources Officer. If an employee does not file An Intent to Participate form prior to the commencement of the plan, the employee may only receive cash for any period prior to the first of the month following the date the employee files an Intent to Participate form. Employee designations are irrevocable unless they have a change in family status. For expenses to be eligible, they must be incurred after the filing of An Intent to Participate form and during a plan period in which an employee is eligible. Claims may be filed at any time during the plan period and all claims must be filed no later than one month following the close of the plan period. The Chief Human Resources Officer shall notify the Auditor-Controller in writing of payments to be made to employees. Such notification shall constitute authorization for the County's Claims Administrator to make payments.

D. Eligibility - a regular, limited term or probationary employee is eligible to receive the optional benefit provided they are continuously employed in a regular full-time capacity in the Confidential/Management/Professional Group as set forth in Article XXIII. Employees hired or promoted after the commencement of a plan will be eligible for the optional benefit on a pro rata basis the first day of the month following the twenty-eighth day in an eligible classification. Employees in eligible classifications who work part-time will be eligible to receive the optional benefit consistent with County of Orange policy for part-time employees.

E. Any portion of the optional benefit not incurred within the plan period shall remain Court or County funds.

F. Claims shall be made on forms provided by the County on which claimant declares the category of service received as defined in the plan, the dates the expenses were incurred by the claimant or eligible dependents, by whom service was provided and the amount being claimed. The County Claims Administrator shall pay claims submitted with a declaration under penalty of perjury signed by the claimant and approved by the County of Orange. The County will approve for payment only those claims which are accompanied by documentation that an eligible expense has been incurred during the plan period.

ARTICLE X -DISCIPLINARY ACTION

Section 1. Exclusions

Provisions of this Article do not apply to Subordinate Judicial Officers, the Court Executive Officer, Deputy Executive Officers, and any other Executive Management employees.

Section 2. Discipline and Discharge Standards

A. Disciplinary actions will usually follow a progressive discipline procedure. Progressive discipline will normally include one or more warnings (oral and/or written), and/or a suspension before a discharge in imposed. Deviations from this procedure may occur whenever the Court determines that circumstances warrant that one or more steps in the progressive discipline procedure be skipped. Accordingly, circumstances may warrant an immediate suspension or discharge.

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

Section 3. Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for cause.

B. A substandard performance evaluation (i.e., a score of less than three hundred [300] points or a performance rating group of two [2] or less) given to a regular, limited-term or probationary employee must be reviewed and approved by the Court Executive Officer or their designee before it is given to the employee. A written reprimand or substandard performance evaluation given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step l of the grievance/appeal procedure.

Section 4. Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less, when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated Court representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2. be informed of the employee's right to representation in the response;

3. be informed of the employee's right to appeal should the proposed suspension become final.

In such emergency suspensions, the procedural requirements of Section 5., below, shall be complied with within ten (l0) days following the effective date of the disciplinary action.

Section 5. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (l0) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

   1. a description of the proposed action and its effective date(s);

   2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

   3. copies of material on which the proposed action is based;

   4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

   5. a statement of the employee's right to representation, if applicable;

   6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated court representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action on or prior to the effective date of such action except that such written notice may be given after suspensions pursuant to Section 4., above.

E. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 6. and 7. of this Article.

F. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 8. of this Article.

Section 6. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of Article XI, an appeal of suspension shall be initiated at Step 3 of the grievance/appeal procedure.

D. At the Superior Court's discretion, a decision-making leave (paid suspension) may be imposed in lieu of, or in addition to, an unpaid suspension. For purposes of progressive discipline, a paid suspension shall be considered the same level of discipline as an unpaid suspension. The terms of the decision-making leave will be specified in the pre-disciplinary notice. The employee may be required to prepare and submit a written statement explaining how they plan to achieve standard or better overall job performance or conduct, if they decide to return to work following the decision-making leave.

Section 7. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance except for cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article XI, an appeal of reduction for reasons of unsatisfactory performance shall be initiated at Step 3 of the grievance/appeal procedure.

Section 8. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for cause.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article XI, a discharge of an unrepresented, non-management employee may be appealed directly to Step 5 of the Grievance/Appeal Procedure. A discharge of a management employee may be appealed directly to Step 4 of the Grievance/Appeal Procedure.

Section 9. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take or refusal to take or the results of a polygraph examination be admissible in any proceeding pursuant to these Policies, unless otherwise agreed to in writing by the parties.

ARTICLE XI - GRIEVANCE PROCEDURE AND APPEALS

Section 1. Exclusions

A. The provisions of this Article do not apply to Subordinate Judicial Officers, the Court Executive Officer, Deputy Executive Officers, and any other Executive Management employees.

B. The provisions of this Article do not apply to any employees in classifications in bargaining units with an exclusive representative, including but not limited to: General Unit, Court Clerk Unit, Supervisor Unit, and Interpreter Unit. In accordance with Government Code section 71653 et seq., employees in those classifications are subject to the appeal procedure contained within the applicable Memorandum of Understanding.

Section 2. Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of Article IV through Article XX of these Policies adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances/appeals are:

1. subjects involving the amendment or change of the Superior Court's rules, administrative orders or policies, legislative mandates, or selection/appointment decisions and procedures which do not incorporate the provisions of these policies and regulations;

2. matters which have other means of appeal including, but not limited to, matters which may be appealed through the Workers' Compensation Appeals Board;

3. position classification;

4. standard or better performance evaluations;

5. grievances/appeals from employees who hold office as Superior Court Commissioner, Court Referee or executive management.

6. failure of new or promotional probation.

Section 3. Basic Grievance Procedures

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding their grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a Court representative does not render a decision to the employee within the time limits, the employee may within seven (7) calendar days thereafter appeal to the next step in the procedure.

C. If a management representative determines that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the Court and the employee any step of the procedure may be waived.

D. The Court Executive Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, or Court-wide basis in an emergency situation.

E. Upon written consent of the parties, i.e., the representatives of the Court and the employee or their representative, the time limits at any step in the procedure may be extended.

F. Every reasonable effort shall be made by the employee and the Court to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

H. To encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 4. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the Court must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Court, appoint one (1) or two (2) employees to speak for the collective group.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. An employee who has a grievance/appeal, in order to attend a meeting with their supervisor or other person with authority under the grievance/appeal procedure to resolve the matter, or to meet with their grievance/appeal representative.

2. An employee grievance/appeal representative, in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal, or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees, or through examination of appropriate Court records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission from their supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the employee grievance/appeal representative shall interrupt or leave their job to perform grievance/appeal work if their supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or employee representative is employed. However, an effort will be made to grant such time off as soon as possible.

3. When an employee grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the employee representative shall be permitted to do so provided that the employee representative checks in and checks out with the supervisor of the unit and such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a work-related problem, the employee is encouraged to request a meeting with their immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step l: Immediate Supervisor

An employee may formally submit a grievance to the immediate supervisor within fourteen (l4) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the immediate supervisor and/or such other representative(s) as may be designated by the Court shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

Step 2: Director

If the grievance is not settled under Step 1, it may be presented to the appropriate Director and/or such other representative(s) as may be designated by the Court. The grievance shall be submitted within seven (7) calendar days after the receipt of the written decision from Step 1. Within seven (7) calendar days after the receipt of the written grievance, the Director or their representative(s) shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

Step 3: Chief Human Resources Officer

If the grievance/appeal is not settled under Step 2 and it concerns:

A. an interpretation or an application of these Personnel Policies and Regulations;

B. a substandard performance evaluation;

C. a deferral or denial of a salary increase, or a dispute about the number of steps or amount granted; or

D. a written reprimand, it may be appealed in writing to the Chief Human Resources Officer within seven (7) calendar days after receipt of the written decision from Step 2.

Appeal of a suspension and/or reduction for unsatisfactory performance may be submitted in writing at Step 3 within ten (10) calendar days after receipt of the notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal the Chief Human Resources Officer or their representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief Human Resources Officer in items listed in 3. A., B., C. and D. above shall be final and binding and shall not be referable to higher appeal.

Court Management, Confidential and Analyst Employees

Step 4: Court Executive Officer

A. An appeal from discharge may be presented by an employee to the Court Executive Officer within ten (10) calendar days from the date the action became final.

B. If an appeal from a suspension or reduction is not settled at step 3, the employee may file an appeal to the Court Executive Officer within seven (7) calendar days after receipt of the written decision from Step 3.

C. As soon as practicable thereafter, the Court Executive Officer shall meet with the appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the appellant. The Court Executive Officer shall have the unlimited right to uphold, modify or reject the disciplinary action.

D. The decision of the Court Executive Officer shall be final and binding with no further rights to appeal.

Attorneys

Step 4: Mediation

If an appeal from suspension or reduction for unsatisfactory performance is not settled at step 3, the matter shall be referred to mediation. As soon as practicable, a meeting shall be scheduled between the parties with a mediator through the State Mediation and Conciliation Service or other mutually agreed upon mediator. If the matter is not resolved through the mediation process, the grievant/appellant may appeal to Step 5 within 10 days of the mediation date.

This step may be waived by mutual agreement of the parties.

Step 5: Referrals to Impartial Hearing Officer

A. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from a suspension or reduction for unsatisfactory performance is not settled at Step 4, a request for a hearing by an Impartial Hearing Officer may be presented to the Chief Human Resources Officer within seven (7) calendar days from the date the decision was rendered or within seven (7) calendar days of completion of mediation, if applicable.

b. An appeal from any discharge may be presented to the Chief Human Resources Officer within ten (l0) calendar days from the date the action becomes final.

c. All disciplinary appeals shall be signed by the appellant or by their representative and shall be submitted in writing.

d. The issues in all disciplinary appeals shall be:

Was (employee's name) suspended/reduced/ discharged for cause?
If not, what is the hearing officer's recommendation?

e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief Human Resources Officer, an Impartial Hearing Officer shall hear the appeal. However, if the matter is not calendared for a hearing within twelve (12) months of the date the appeal is filed at Step 5, the appeal shall be deemed withdrawn and closed.

f. A written decision of the Impartial Hearing Officer shall be given to the appellant.

2. Findings of Facts and Remedies

An Impartial Hearing Officer may recommend sustaining, modifying, or rescinding an appealed disciplinary action.

B. General Provisions

1. Hearings by an Impartial Hearing Officer shall not be public.

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

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

4. Upon written request by either party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary materials to be used by that party at the hearing. Such materials shall be provided no later than ten (l0) calendar days prior to the scheduled hearing date. Any materials not so provided may not be considered at the subsequent hearing except that any such materials discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such materials be afforded the requesting party as soon as practicable after such discovery.

   Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

5. An employee shall not suffer loss of pay for time spent as a witness at an appeals hearing held pursuant to this procedure. The number of witnesses requested to attend, and their scheduling, shall be reasonable.

6. At the hearing, both the appealing employee and the Court shall have the right to be heard and to present relevant information. The following protocol shall apply:

   a. Oral statements shall be taken only on oath or affirmation.

   b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to question opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the information against the witness. If the employee does not testify in their own behalf, the employee may be called and examined as if under cross examination.

7. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant materials and information shall be admitted if it is the sort of information on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such information over objection in civil actions. Hearsay may be used for the purpose of supplementing or explaining information or documentary materials, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. Resolution of issues concerning procedure and information and/or materials to be considered shall be decided by the Impartial Hearing Officer.

8. The cost of the hearing officer shall be equally shared by the appellant and the Court.

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

10. The decision of the hearing officer shall be reviewed by the Court's Presiding Judge, Assistant Presiding Judge and Court Executive Officer in accordance with Section 71654 of the Government Code.

ARTICLE XII - LAYOFF PROCEDURE

Section 1. General Provision

A. This procedure applies to non-judicial staff but not to Superior Court Commissioners.

B. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

C. Where appropriate, the Court may authorize a layoff by department, division or smaller unit of the Court.

Section 2. Order of Layoff

A. When a reduction in the work force is implemented, the Court Executive Officer shall determine which employees are subject to layoff based on:

1. Employment status;

2. Past performance;

3. Seniority;

4. Business needs of the organization.

B. In considering which employees shall be subject to layoff, special consideration shall be given to knowledge and skills related to organizational need and the employee's performance.

The Court Executive Officer may waive consideration of seniority of an employee who has received a below standard performance evaluation or who has received a sustained disciplinary action at least 60 days prior to the reduction in force being implemented.

C. Within a classification, except for employees who have specialized skills and/or knowledge related to the court's organizational needs may be excluded in addition to those excluded per Section 1. above, shall be subject to layoff in the following order:

Employment Status	Layoff Order
First - Temporary Promotion	Determined by Court
Second - New Probationary	Determined by Court
Third - Regular and Promotional Probationary	Seniority

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the least seniority shall be subject to layoff first unless seniority has been waived by the CEO as provided in Sections B and C above. When two or more employees have the same seniority, the Court shall determine the order of layoff of these employees.

D. If a layoff is going to be made in a class which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to their former class and shall be subject to layoff in accordance with this procedure.

E. Continuous service hours shall be used to determine seniority.

Section 3. Notification of Employees

Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (l4) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

Section 4. Status on Rehire

A. An employee who has been laid off under the provisions of this Article and is subsequently rehired in a regular or limited-term position within a two (2) year period from the date of their layoff shall receive the following considerations and benefits:

1. All Sick Leave credited to the employee's account when laid off shall be restored.

2. All service hours held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining sick leave and vacation, earning rates and service awards.

4. The employee shall be placed in the pay grade as if the employee had been on a Leave of Absence without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence without Pay except that a probation period shall be established as determined by Article V, Sections 1.B.1. or 1.B.2., if re-employment is in a higher class or an occupational series different from that employed in at the time of layoff.

ARTICLE XIII - ON-THE-JOB INJURY

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of Court employment which requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq.

Section 2. Impact on Merit Increase and Probation Dates

The merit increase eligibility date and probation period of any employee who is off work due to a workers' compensation leave shall be extended by the length of time the employee receives such benefits, except that the first fifteen (l5) consecutive calendar days from the date of the injury shall be considered Court service for merit increase eligibility and completion of the probation period.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a Court-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed forty (40) working hours for a full-time employee or seven (7) calendar days for a part-time employee. If the absence extends beyond the applicable period, sick leave, compensatory time and vacation may be used, at the employee's option, in that order.

ARTICLE XIV - SAFETY

Section 1. General Provisions

A. No employee shall be required to work under conditions dangerous to the employee's health or safety.

B. The Court shall make every reasonable effort to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety policies during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from their supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the designated safety representative.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation. During the period of the investigation, the employee will be assigned to other work at no loss of earnings. If the Court concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The Court shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the Court shall provide the necessary first aid kits in each location.

G. Wherever practicable, the Court shall provide first aid training for one (1) employee at each new work location.

Section 2. Abatement of Violations

In any instance in which the Court is cited for a violation of CAL/OSHA, the Court or the County shall abate the cited hazard to health or safety within the abatement period required.

ARTICLE XV - PAYROLL DEDUCTION OF DUES/PREMIUMS

Membership dues of verified employee organization members and insurance premiums for such verified employee organization sponsored insurance programs as may be authorized by the Court Executive Officer, shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to the verified employee organization.

The verified employee organization shall notify the Court, in writing, as to the amount of dues uniformly required of all members of the verified employee organization and also the amount of insurance premiums required of employees who choose to participate in such programs.

ARTICLE XVI - INSURANCE

Section 1. Health Plans

A. Except as modified by Section 1.B., C. and D., below, the Court will offer health plans to all regular, limited term and probationary employees and their dependents. The Court will share the costs of such health plans as provided in the Health Plan Rate Schedule adopted by, and as may be modified by, the County Board of Supervisors.

B. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

C. The Court will pay the full cost of employee and dependent coverage for two full-time employees married to each other. Two married full-time employees enrolled in the same health plan must be enrolled as employee married to employee.

D. In accordance with applicable state and federal law, the Superior Court shall continue to pay health insurance premiums for employees on an approved leave as provided in A., B. and C., above, to the extent required.

E. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan will be enrolled in the Premier Wellwise Health Plan, employee only. Eligible part-time employees failing to elect a plan will be enrolled in the Premier Sharewell Health Plan, employee only.

F. Terminated employees will continue to be eligible for health plan benefits until the last day of the calendar month in which they terminate employment.

G. The County shall provide for an open enrollment period once each year for employees, employees' dependents, and retirees to change their enrollment in a County health plan.

Section 2. Other Insurance Coverage and Physical Examination

A. The Court will provide to all full-time regular, limited-term and probationary employees the following:

1. Short-term Disability (STD) Insurance Plan at no cost to the employee to provide, after sick leave is exhausted, sixty (60) percent of salary for up to one (1) year for certified non-occupational injury or illness.

2. The STD plan will also provide for continuation of the Court’s share of premiums for health, dental, vision and life insurance benefits while the employee is on an approved leave for non-occupational injury or illness for up to one (1) year from the effective date of disability; as established in and contingent upon the Administrative Management Unit Memorandum of Understanding approved by the Orange County Board of Supervisors.

3. Long-term disability insurance coverage at no cost to the employee to provide up to sixty (60) percent of salary.

B. Incumbents in the Confidential/Management/Professional Group shall receive life insurance and accidental death and dismemberment insurance in the amount of $100,000, regardless of age, with the option to purchase additional life and accidental death and dismemberment coverage including dependent coverage.

C. Voluntary annual physical examinations by a Court-designated physician at no cost to the employee.

D. The Court will provide dental insurance for the employee and dependents to all full time regular, limited term and probationary employees.

   Part-time regular, limited-term and probationary employees will have the option of purchasing dental insurance for the employee and dependents by paying one-half the monthly rate paid by the Court for full-time employees, provided the employee's normal workweek consists of at least twenty (20) hours.

E. The Court will provide vision insurance for the employee to all full time regular, limited term and probationary employees. Employees will have the option of purchasing coverage for their dependents and will be responsible for the difference in premium.

Section 3. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted in the Internal Revenue Code. Under the plan, an employee's gross taxable salary will be reduced by the amount of their share of the premium costs of County-provided health insurance coverage.

ARTICLE XVII - DEFERRED COMPENSATION

An employee in a regular or limited-term position may, at their request, participate in a County-offered Deferred Compensation/Defined Contribution Plan.

ARTICLE XVIII - RETIREMENT

Section 1. Participation in County of Orange Retirement Plans

A. To the extent permitted and required by law (i.e., The County Employees Retirement Law, commonly referred to as the "1937 Act", as contained in Government Code section 31450 et seq.), eligible Court employees shall participate in the defined benefit retirement plans administered by the County of Orange (i.e., the plan sponsor).

   1. Court-specific provisions related to the "2.7% at age 55" plan

      a. Effective with the pay period that commences on September 24, 2010, employees will make an additional retirement contribution in an amount equal to 3.0% of their compensation earnable. This contribution is commonly referred to as "reverse pick up" and shall be in addition to the total member contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.

      b. The additional employee contribution made under this paragraph shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code.

      c. This additional retirement contribution may be reduced, increased or eliminated at the discretion of the Court

   2. Court-specific provisions related to the "1.62% at age 65" retirement benefit formula (Plan P) or the "2.5% at age 67" retirement benefit formula (Plan U).

      a. Eligible Court employees who are participants in the 1.62% at age 65 or the 2.5% at age 67 plan will not be subject to any reverse pick up contributions in accordance with Government Code section 31678.3(d) for Plan I or Plan J (i.e., the 2.7% at age 55 plans).

B. The amount employees contribute to retirement may be modified by the Court and/or as required or permitted by law.

ARTICLE XIX - COMPENSATION FOR CONFIDENTIAL/ MANAGEMENT/PROFESSIONAL CLASSIFICATIONS

Section 1. Salary Adjustments

A. Whenever pay grades are adjusted, pay increases shall not be automatic. Pay increases, if any, shall be granted at the sole discretion of the Court Executive Officer (CEO).

B. Pay grade adjustments for classifications in this compensation group shall be as authorized by the Presiding Judge or the CEO, if so delegated.

Section 2. Equity Adjustments

A. The Court Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities, individual performance, budgetary considerations and sound management principles, approve additional individual salary increases within an existing pay grade in addition to merit increases.

Section 3. Merit Increases

A. General Provisions

1. Extra help employees shall not be eligible for merit increases.

2. Merit salary increases shall not be automatic. They shall be based upon merit and granted only upon affirmative recommendation of the Court Executive Officer.

3. If, in the Court Executive Officer's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the department shall complete a performance evaluation and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

4. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

B. Attorneys & Executive Assistants

1. A new or re-employed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Extended Personal Leave of Absence (other than a Military Leave), or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Extended Personal Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Extended Personal Leaves of Absence or suspensions.

2. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by their first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have their merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

3. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the pay grade based upon the employee's performance. Standard performance will typically earn a one (1) step increase and the top two steps of the respective pay grades are reserved for outstanding performance. The determination as to whether or not to grant merit increases and in what amount are within the discretion of the Court Executive Officer.

C. Management and Analyst Classifications (excluding Executive Management)

1. Performance evaluations for regular and limited term employees, full-time or part-time, shall be prepared in accordance with Article V, Section 2.A, and administered annually during a performance evaluation/merit increase eligibility cycle as scheduled by the Court Executive Officer; in addition, for employees on new or promotional probationary status, a performance evaluation should be prepared near the middle of the probation period as well as at the conclusion of the probationary period.

2. Each reviewing manager shall designate an overall "Performance Rating" for each employee's performance.

    a. Based on the performance rating, regular and limited term employees shall be eligible for a merit increase within their current pay grade during the annual performance evaluation/merit increase eligibility cycle.

    b. New probationary and promotional probationary employees assigned to a journey-level classification (i.e., excluding trainee classes in which incumbents cannot hold status) shall be eligible for a merit increase during the annual performance evaluation and merit

increase cycle if they have successfully completed at least six (6) months (i.e., 1040 hours) of their probation period prior to the first day of the month before merit increases are granted (e.g., if annual performance evaluations are scheduled to be completed starting November 1 through November 30 for merit increases to be effective the following January 1, an employee must have completed at least six (6) months of their probation period on or before December 31 to be eligible to participate in that annual cycle); successful completion of the first six (6) months of probation shall be determined by a rating of "3" (i.e., met expectations), "4" (i.e., consistently exceeded expectations) or "5" (i.e., far exceeded expectations) on the interim performance evaluation provided for in Section 3.C.1 above.

c. The granting of an Extended Personal Leave of Absence (other than a Military Leave) or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Extended Personal Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be set according to the annual performance evaluation/merit increase eligibility date set by the Court Executive Officer for managers and analysts.

d. Merit increases may be granted for one (1) or two (2) steps within the salary grade based upon the employee's performance. Unless otherwise authorized by the Court Executive Officer in advance of the annual merit increase cycle, a performance rating of "3" (i.e., met expectations) or "4" (i.e., consistently exceeded expectations) shall earn a one (1) step increase; merit increases for a performance rating of "5" (i.e., far exceeded expectations) shall earn a two (2) step increase. Merit increases may be frozen, modified or deferred at the sole discretion of the Court Executive Officer when it is determined that providing merit increases is not economically feasible.

e. In the event that merit increases are frozen during any merit eligibility date or annual cycle, the Court Executive Officer may authorize one-time, non-base building pay not to exceed $3,500 per employee per year for standard or better job performance, to be awarded to all eligible management and analyst classifications.

Section 4. Pay Grade Constraints

A. No employee's salary shall exceed the maximum of the pay grade, except pursuant to Y-Rate provisions of Article IV.

B. No employee's salary shall be less than the minimum rate in the pay grade assigned to the class in which they are employed, except for those employees who remain in the prior salary range due to substandard performance. In that case, employees who remain in the old salary ranges may be re-evaluated at any time, but in any event shall be re-evaluated prior to the end of a 13 (thirteen) pay period deferral. Once achieving standard or better performance, the employee shall be placed on the new salary grade designated for their assigned job classification.

ARTICLE XX - FLEXIBLE SPENDING ACCOUNTS

Section 1. Dependent Care Flexible Spending Account (DCFSA)

The County will administer a Dependent Care Flexible Spending Account that will allow employees eligible to participate in a County health plan the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee's dependent care flexible spending account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County's Section 125 Plan document.

Section 2. Health Care Flexible Spending Account (HCFSA)

The County will administer a Health Care Flexible Spending Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee's health care flexible spending account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County's Section 125 Plan document.

ARTICLE XXI — ANNUAL PERSONAL DAY

Section 1. Eligibility

Each regular, limited-term, and probationary employee in an active paid status shall receive one (1) paid day off per calendar year. The day off will be referred to as "Annual Personal Day."

Section 2. Scheduling

A. Annual Personal Day shall be scheduled by the Superior Court on the employee's date of birth, unless an exception in subsection B, C, or D, below, applies.

B. When an employee's date of birth falls on a Sunday, the employee shall receive the next regularly scheduled workday (i.e., Monday) off.

C. When an employee's date of birth falls on a Saturday, the employee shall the receive prior regularly scheduled workday (i.e., Friday) off.

D. When an employee's date of birth falls on a designated Superior Court holiday or other scheduled day off, the employee shall receive the next regularly scheduled workday off.

E. If operational needs prevent taking the day off on the employee's date of birth, management may schedule the Annual Personal Day off on an alternate date within the same pay period as the employee's date of birth. Consideration shall be given to the wishes of the employee when scheduling.

Section 3. Pay Status

Employees who are scheduled to work but are permitted to take the day off for Annual Personal Day shall receive their regular pay for the number of hours they are normally scheduled to work that day, computed at the employee's basic hourly rate.

Section 4. Restrictions

Time off in observance of Annual Personal Day is non-cumulative. It shall not be carried over nor may it be cashed out upon separation or at any other time. Employees on a leave of absence are not eligible to participate.

PART 3 EXECUTIVE MANAGEMENT

ARTICLE XXII - TERMS AND CONDITIONS OF EMPLOYMENT FOR EXECUTIVE MANAGEMENT

Section 1. General Provisions

A. The Court Executive Officer is an at-will employee serving at the pleasure of the Judges of the Superior Court.

B. Pursuant to California Rules of Court, rule 10.603(c)(5)(B), the Presiding Judge shall set the compensation for the Court Executive Officer.

C. Except as otherwise provided in this document or by State law or action of the Court and except where the natural construction of a provision indicates otherwise, the wages, hours and terms and conditions of employment for Executive Management employees shall be the same as adopted for Management employees.

D. Articles X and XI (Discipline and Grievance Articles respectively) shall not be applicable to Executive Management employees.

Section 2. Executive Management

Executive Management employees in the classes of Deputy Court Executive Officer and General Counsel shall serve at the pleasure of the CEO (i.e. At Will status). Such employees may be released at any time, without notice, cause or right of appeal.

Section 3. Life Insurance and Accidental Death and Dismemberment

Executive Management employees shall receive life and accidental death and dismemberment insurance in the amount of $125,000, or other such amount as administered by the County of Orange for its Executive Management employees, regardless of age, with the option to purchase additional coverage including dependent coverage.

Section 4. Optional Benefit Plan

All provisions which apply to Court Management shall also apply to Executive Management, except that the amount of the Optional Benefit Plan will be four thousand five hundred (4,500) dollars per plan year for all Executive Management employees or such amount as is provided to executive management employees of the County of Orange.

Section 5. Salary Adjustments

Except as otherwise provided by law, the Court Executive Officer is authorized to increase or decrease the salaries and/or to provide non-base building pay rewards of Executive Managers at any time based on consideration of such factors as position responsibilities, performance, external market data and internal salary relationships. Consideration for Executive Management salary adjustments will typically be given on or about the first full pay period in January of each year.

Section 6. Accumulation of Vacation

All provisions of these Personnel Policies and Regulations which apply to Court Management shall also apply to Executive Management, except that during the first 3 years (6240 regularly scheduled service hours) of employment new employees hired as full-time regular or limited-term shall earn .077 hours of vacation for each hour of pay during the regularly scheduled workweek (20 days/160 hours per full year of service hours, i.e. 2080 hours).

Section 7. Section 401(a) Plan

Effective July 10, 2025, eligible Executive Management shall participate in and receive Court-paid contributions to the County's 401(a) Plan under the same terms and conditions as equivalent County of Orange executives. Conditions of eligibility, employer contribution levels, and all other terms of participation will be guided by the County Section 401(a) Adoption Agreement and any applicable County of Orange Personnel and Salary Resolution.

PART 4 JUDGES AND COMMISSIONERS

ARTICLE XXIII - JUDGES AND COMMISSIONERS

Section 1. Superior Court Judge

A. Each Superior Court Judge shall receive the following benefits from the State:

1. Health, Dental and Vision Coverage options; Basic Group Term Life and Accidental Death & Dismemberment (AD&D) Insurance.

B. For Judges appointed prior to December 10, 2013: They will receive the following benefits from the County of Orange in addition to those benefits in Section 1.A.1 above:

1. Life, Accidental Death and Dismemberment Insurance and the Executive Management Optional Benefits Plan as provided to Executive Management employees.

2. A Medical Reimbursement Account for the payment of medical premiums, deductibles and co-payments.

The purpose of the Medical Reimbursement Account is to supplement the Public Employee Retirement System (PERS) health insurance plan and eliminate dual health plan enrollment. Eligible expenses under the Medical Reimbursement Account Plan will include:

a. Payment for any medical insurance premiums to the State PERS system for individual or family coverage;

b. Payment for any deductibles and co-payments of eligible PERS medical plan expenses for Judge or dependent not paid by the selected PERS plan or any other group insurance plan. Claims ineligible under PERS shall not be paid under this plan.

The County Chief Human Resources Officer shall administer the Medical Reimbursement Account in accordance with the stated purpose and develop procedures for the operation of the plan. Claims shall be made on forms provided by the County with accompanying documentation from PERS of the amounts due from the Judge. The County will not reimburse for any charges paid by any group insurance plan. Claims ineligible under PERS shall also be ineligible under this plan. Premium payments pursuant to this section shall be made for the period of coverage commencing August 1, 1989.

If any portion of an eligible claim denied is in excess of $50.00, the entire eligible claim may be appealed to the County Chief Human Resources Officer. The County Chief Human Resources Officer will establish an administrative procedure for the review of disputes and may authorize payment when the charges are within reasonable and customary standards within the Orange County community.

c. Effective October 1, 1994, the County shall provide reimbursement for premiums paid to the PERS for dental insurance. The reimbursement shall not exceed the amount the

County pays for dental coverage for County Executive Management employees. The County Chief Human Resources Officer may authorize payment of the Judges' portion of dental premiums directly to the PERS in lieu of making reimbursements.

Section 2. Commissioners

A. Regular and limited term Superior Court Commissioners and Court Referees shall be provided benefits as approved by the Presiding Judge.

B. Commissioners appointed by the Superior Court to perform subordinate judicial duties pursuant to Article VI, Section 22 of the California Constitution shall also comply with Article VI, Section 19 of the California Constitution, requiring that all causes shall be decided within 90 days, after being submitted for decision. Upon certification by the Presiding Judge that a submitted cause has remained pending and undetermined before a Commissioner for more than 90 days, the Auditor-Controller shall withhold payment of salary otherwise due said Commissioner until the Presiding Judge has certified that no such submitted cause remains pending and undecided. A cause is deemed submitted as provided in Rule 825, California Rules of Court.

C. The salary for Superior Court Commissioner shall be 85% of the salary for Superior Court Judge or such other rate approved by the Presiding Judge.

D. Accumulation of Vacation - All provisions of these Personnel Policies and Regulations which apply to Court Management shall also apply to Commissioners, except that during the first 3 years (6240 regularly scheduled service hours) of employment new Commissioners hired as full-time regular or limited-term shall earn .077 hours of vacation for each hour of pay during the regularly scheduled work week (20 days/160 hours per full year of service hours, i.e. 2080 hours)

E. Commissioner Personal Medical Leave

1. A Superior Court Commissioner who has exhausted their paid sick leave and vacation accruals due to having undergone a catastrophic illness, catastrophic injury, or a necessary major surgery, may apply in writing to the Presiding Judge for paid Personal Medical Leave.

2. Upon review of the Commissioner’s request and supporting medical documentation which includes the prognosis from the treating physician regarding the amount of leave from work required (diagnosis, treatment plan and other confidential details should not be included), the Presiding Judge at their discretion may authorize paid Personal Medical Leave for such time as the Commissioner is or will be unable to perform their essential duties, up to a maximum of 480 hours (12 weeks) per calendar year.

3. Personal Medical Leave is not intended to increase or decrease the amount of leave required by the Family and Medical Leave Act and/or the California Family Rights Act. Commissioners may also apply for the short term disability insurance benefit administered by the County of Orange.

4. The Presiding Judge’s determination of whether or not to grant Commissioner Personal Medical Leave and for what period of time shall be final and not subject to the grievance procedure or other right of appeal.

PART 5 - IMPLEMENTATION

ARTICLE XXIV - IMPLEMENTATION

A. Unless otherwise indicated, all provisions of these policies and regulations shall become effective March 01, 2026.

B. The Court Executive Officer is authorized to create a table of class titles, pay rates and salary schedules as delegated or approved by the Presiding Judge.

C. Confidential/Management/Professional Classes: Except as otherwise provided in these Regulations, the incumbents in the following groups shall receive the same fringe benefits such as Optional Benefit Plan, health plan options, life and AD&D insurance as other classifications in the same group.

Group I:

Commissioner

Group II:

Court Executive Officer
Deputy Court Executive Officer (“Chiefs”)
General Counsel

Group III:

Accounting and Fiscal Services Director
Accounting Deputy Director
Administrative Analyst/Officer series
Attorney series
Building Maintenance Engineer
Business Analytics Director/Analyst series
Community & Digital Engagement Manager
Contracts and Procurement Analyst
Court Collection Deputy Manager
Court Interpreter Manager
Court Operations Auditor series
Court Operations Manager series
Court Reporter Manager
Court Referee & Court Referee EPO
Court Technology Architect
Court Technology Director
Court Technology Manager series
Custodial Manager
Data Analyst series
Data Scientist series
Deputy Court Operations Officer
Deputy General Counsel
Emergency Preparedness Officer
ERSS Manager

Executive Assistant series
Facilities Director/Officer series
Family Court Services Manager
Family Law Facilitator/Self-Help Manager
Financial Planning Analyst series
Financial Services Manager series
Human Resources Analyst/Manager/Officer series
Judicial Services Administrator
Operations Analyst series
Pre-Trial Services Manager series
Public Information Officer
Safety Officer
Security Operations Officer

INDEX

457 Deferred Compensation Plan 57
Absence Caused by Illness, Injury or Pregnancy 50
Absence without Authorization 50
Annual Personal Day 81
Assignment Pay 33
Attorney Bar Fees 56
Bilingual Pay 32
Compensation 23
Conflict of interest 10
Contagious Diseases 70
Deferred Compensation Plan 57
Definitions 7
Discharge 60
Disciplinary Action 58
Drug and Alcohol Policy 13
Election Work 32
Emergency Suspensions 58
Employment of Relatives 11
Equal Employment Opportunity (EEO) 14
Executive Assistants 38
Executive Management 82
Exposure to Contagious Diseases 70
Extension of Probation Periods 35
Failure of Probation 35
Grievance Procedure 61
Harassment 14
Health Plans 73
Holidays 54
Implementation 86
Insurance 73
Judges and Commissioners 84
Layoff Procedure 68
Leave - Bereavement Leave 46
Leave - Catastrophic Leave 48
Leave - Discretionary Leave of Absence 43
Leave – Extended Personal Leave 43
Leave - Jury Service Leave 46
Leave - Leave for School and Child Activities 46
Leave - Non-Discretionary Leave of Absence 44
Leave - Parenthood Leave 45
Leave – Personal Leave 43
Leave - Witness Leave 47
Leave – Workers' Compensation Leave 47
Limited-Term Employees 37

Merit Increases 77
Mileage Reimbursement 56
Military Leave of Absence 20
New Probation 34
Nondiscrimination 14
On-The-Job Injury 70
Optional Benefit Plan 56
Outside employment 10
Overtime for Nonexempt Employees 23
Pay Check Deposit 33
Pay for New Employees 29
Performance Evaluation 36
Personal Court Case Disclosure 12
Personal Property Reimbursement 56
Personnel File 36
Physical Examination 73
Polygraph Examination 60
Position Classification Plan 18
Pre-Disciplinary Hearing 59
Premium Pay 32
Probation 34
Promotional Probation 34
Reclassification 31
Reduction 60
Re-employment 38
Reprimand 58
Retirement 76
Safety 71
Salary on Promotion or Temporary Promotion 29
Salary on Reduction 30
Salary on Re-employment 32
Short-term Disability Insurance 73
Sick Leave 39
Substandard Performance Evaluation 58
Suspension 59
Temporary Promotion 37
Time Off for Selection Procedures 38
Time Off for Voting 20
Vacation 52
Work Period 28
Y-Rate Schedule 31