



## **CASE Policy File**

### **Section 1: Code of Ethics**

1.1: It is the policy of CASE to comply with all laws, rules, and regulations applicable to its mission. Officers, Directors, Employees, and Local Representatives should deal fairly at all times.

### **Section 2: Conflicts of Interest**

2.1: It is the policy of CASE that its Officers, Directors, Employees, and Local Representatives avoid any conflict between their own personal interests and the interests of CASE.

2.2: Any Officer or Director who has an actual conflict of interest shall disqualify himself or herself from any discussion, vote, or any other matter related to the conflict.

2.3: Any Officer, Director, or Employee of CASE who becomes aware of an actual conflict of interest must disclose the conflict as soon as possible, but in no case more than 72 hours after becoming aware of the conflict. Disclosure of the conflict should be made to an Officer and also to CASE General Counsel.

### **Section 3: Non-Discrimination and Non-Harassment Policies**

3.1: It shall be CASE's objective to encourage all members of Bargaining Unit 2 – without regard to race, creed, color, gender, national origin, religion, age, physical disability, or sexual orientation – to share equally in the full benefits of CASE membership and union organization.

3.2: CASE is committed to providing a work environment for CASE employees that is free of discrimination. Accordingly, CASE strictly prohibits illegal harassment of any kind, including harassment on the basis of sex, (including sexual harassment, gender harassment and harassment based on pregnancy, child birth or related medical conditions) race, color, religion, age, mental or physical disability, medical condition, national origin, marital status, veteran status, sexual orientation or any other basis prohibit by federal or state law or local ordinance. This policy applies to all agents and employees of CASE, including supervisors and non-supervisory employees, as well as non-employees such as Officers, Directors, and Local Representatives.

### **Section 4: Confidentiality**

4.1: It is the policy of the CASE that its Officers, Directors, Employees, and Local Representatives not disclose, divulge, or make accessible confidential information belonging to, or obtained through their affiliation with CASE to any person, including relatives, friends, and business and professional associates, other than to persons who have a legitimate need for such information and to whom CASE has authorized disclosure.

4.2: Officers, Directors, Employees, and Local Representatives shall use confidential information solely for the purpose of performing their official duties.

4.3: Officers, Directors, Employees, and Local Representatives shall exercise good judgment and care at all times to avoid unauthorized or improper disclosures of confidential information and shall avoid performing any actions or transmitting any information which undermines the image, reputation, or mission of CASE, its Officers, Directors, Employees, and/or fellow Local Representatives. Conversations in public places, such as restaurants, elevators, and airplanes, should be limited to matters that do not pertain to information of a sensitive or confidential nature. In addition, Officers, Directors, Employees, and Local Representatives should be sensitive to the risk of inadvertent disclosure and should for example, refrain from leaving confidential information on desks or otherwise in plain view and refrain from the use of speaker phones to discuss confidential information if the conversation could be heard by unauthorized persons.

4.4: CASE recognizes the personal safety and security challenges faced by its members, many of whom serve as state prosecutors, defense attorneys, worker's compensation judges, administrative law judges, and hearing officers. Because of the nature of the work performed by CASE members, it is the longstanding policy of CASE not to disclose any personal identifying information of its members. As used in this policy, "personal identifying information" includes, but is not limited to a member's name, street address, telephone number, home e-mail address, and/or work e-mail address, even if that information may be available to the public through other sources.

4.5: At the end of an Officer or Director's term in office, upon the termination of an Employee's employment, and/or upon termination as a member's status as a Local Representative, he or she shall return, at the request of CASE all documents, papers, and other materials, regardless of medium, which may contain or be derived from confidential information, in his or her possession.

4.6: Nothing in this section or in this policy file is intended to prevent disclosure where disclosure is required by law.

## **Section 5: CASE Bylaws**

5.1: The official CASE Bylaws shall be maintained at the CASE Office and shall be made available to CASE members on the CASE website.

## **Section 6: Membership Dues**

6.1 (Members): Subject to the provisions of Section 3.04 of the CASE Bylaws, membership dues shall be \$65 per month for Members, Supervisory Members, and Associate Members, as defined in Article 3.02 of the CASE Bylaws. Any increase in dues for full CASE members must be approved by a majority of the Board of Directors during a noticed meeting. Prior to any such meeting, CASE members shall be provided at least ten calendar days of notice, and invited to attend the meeting and/or submit comments.

6.2 (Retired Members): Subject to the provisions of Section 3.04 of the CASE Bylaws, dues for Retired Members as defined in Article 3.02 of the CASE Bylaws shall be \$5 per month.

6.3 (Cancellation of Membership): Any CASE Member (as defined in Article 3.02 of the CASE Bylaws) who wishes to cancel their membership must submit the request to CASE in writing with a signature. Such Members may convey the written request via e-mail. CASE staff may provide a refund of up to 3

months of dues deducted after the Member sends a cancellation request to CASE in the event of delayed processing by the State Controller. Refunds of more than 3 months of dues must be approved by the Board.

### **Section 7: Representation Rights**

7.1: The right of representation of any member by CASE is subject to the financial limitations of CASE and to such other limitations as may be determined by the CASE Board of Directors. CASE will provide representation within the limitations set forth herein to members of Bargaining Unit 2 as follows:

- (a) Active members in good standing and fair share fee payers, within the unit for which CASE is the exclusive bargaining representative, have full rights to good faith representation in any employment related matter by CASE's designated representative or legal counsel, without charge.
- (b) Persons who have been terminated from state service because of a reduction in force or elimination of positions may be represented in connection with problems arising from termination or with reemployment, provided the person was a member in good standing or fair share fee payer at the time of termination.
- (c) Associate and honorary members of CASE shall not be entitled to representation.
- (d) Employees who have been designated management, confidential or supervisory employees within the meaning of SEERA and who are active CASE members may be represented to the extent authorized by law and at the discretion of the Board of Directors.

7.2: Representation will not be provided to employees in matters resulting from events which occurred prior to the date of their membership in the bargaining unit.

7.3: CASE has the right to make fair and impartial decisions as to the merits of a particular request for representation including, but not limited to:

- (a) Whether to undertake representation;
- (b) Whether to discontinue representation at any time;
- (c) Whether to recommend that a matter be settled prior to exhaustion of the applicable administrative procedures;
- (d) Whether to refuse to continue representation in the event that its recommendation of settlement is not satisfactory to the employee;
- (e) Whether to seek judicial relief and redress for a particular matter in addition to or in lieu of representation through any or all of the available administrative procedures;
- (f) Whether to discontinue its representation in judicial proceedings at any point prior to their exhaustion.

7.4: When representing a member in any proceeding, CASE retains the right to make all tactical legal decisions relating to the proceedings.

### **Section 8: Requests for Formal Representation**

8.1: All requests for formal representation shall be accompanied by a form signed by the individual requesting representation which:

- (a) Specifies the facts which give rise to the request and provides any relevant background information;
- (b) Certifies that he/she is a member in good standing or a fair share fee payer and was such prior to the time the matter involved in the request first arose;
- (c) Acknowledges that CASE may review the case for merit before representation is undertaken;
- (d) Acknowledges that no representation in court proceedings will be undertaken unless approved by CASE;
- (e) Authorizes disclosure of information concerning the case to CASE staff or consultants, the CASE Board and its Executive Committee; and
- (f) Acknowledges that CASE will be the exclusive representative and that if any other representative is retained, CASE may at its discretion thereby be relieved of any representation obligation.

8.2: Upon receiving a request for representation or at any point in the representation process, CASE staff may determine that there is a question regarding whether or not representation should be provided or the extent of such representation. In that event the matter shall be referred to the Board of Directors or Executive Committee. CASE staff shall provide a summary of all relevant information and, where appropriate, a recommendation. A determination shall be made of the extent of representation, if any, to be furnished.

8.3: CASE staff shall maintain a record of all requests for representation. Such records shall be adequate and sufficiently complete so as to advise the Executive Committee of the name of the person making the request, the nature of the request, the date upon which the request was received and the disposition of the request.

### **Section 9: Denial of Representation**

9.1: CASE may deny or terminate representation on the following grounds:

- (a) Unapproved Job Actions: CASE may deny representation with respect to disciplinary action arising from unapproved job actions.
- (b) Best Interests of the Organization: CASE shall not provide representation that would conflict with the best interests of the organization or the employees it represents or

require CASE to take a position in any manner inconsistent with established positions or policies of CASE.

(c) Conflict of Interest: CASE shall not provide representation service that would result in a conflict of interest for CASE or its staff. Indemnity for representation costs may be authorized if prior approval is obtained from CASE.

(d) Lack of Merit: CASE may deny or terminate representation in matters that appear to lack factual or legal merit or for which successful or beneficial results are unlikely.

(e) Other Representation: CASE may deny or terminate representation when it determines that an individual has another representative in the same matter.

(f) Lack of Cooperation: CASE may deny or terminate representation if a member or fee payer: fails to provide records, information, or other assistance deemed necessary to evaluate the merits or provide the representation; fails to accept a reasonable settlement recommendation; if cooperation between the member/fee payer and CASE staff becomes unreasonably difficult or impossible; or if the member/fee payer refuses to permit CASE to make material tactical decisions related to the representation.

## **Section 10: Travel Expenses and Reimbursement**

10.1: CASE recognizes that members of the Board of Directors may be required to travel or incur other expenses from time to time to conduct official CASE business and to further the mission of the organization. CASE further recognizes that the members of the Board of Directors are volunteers and should not be unduly inconvenienced while traveling on official CASE business. When incurring travel expenses, members of the Board of Directors should exercise discretion and good business judgment with respect to those expenses. All travel expenses are subject to approval by the CASE President or Treasurer, who shall approve or deny the request using the following guidelines:

10.2 (Air Travel): In order to accommodate their schedules and minimize the amount of time required to travel, Officers and Directors may purchase unrestricted and refundable fares when traveling on CASE business. Employees should endeavor to make reservations as far in advance as possible in order to take advantage of any reduced fares that are available.

10.3 (Ground Transportation): Officers, Directors, and Employees are expected to use reasonably economical ground transportation. When using a rental car, Officers, Directors, and Employees are authorized to purchase primary insurance directly from the car rental company or other reliable source (e.g., American Express, Visa, Mastercard, etc.).

10.4 (Personal Vehicles): An Officer, Director, or Employee who uses his or her personal vehicle shall be reimbursed at the official IRS business mileage rate in effect at the time of the travel.

10.5 (Frequent Flyer Miles/Loyalty Programs): Officers, Directors, and Employees may accept and retain as their personal property any frequent flyer miles or loyalty program points earned during CASE-related travel.

10.6 (Meals, Tips, and Incidentals): Officers, Directors, and Employees are reimbursed for the actual, necessary, and reasonable costs of meals, tips, and incidentals, subject to a maximum per diem allowance of \$100 per day.

10.7 (Miscellaneous Expenses): Actual, necessary, and reasonable miscellaneous travel expenses incurred by any Officer, Director, or Employee are reimbursable, subject to the approval of the CASE President or Treasurer.

10.8 (Non-Reimbursable Expenses): The President and Treasurer may determine that any particular travel expense submitted by an Officer, Director, or Employee is non-reimbursable. Inappropriate and non-reimbursable travel expenses include, but are not limited to, personal travel insurance, limousine travel, and travel club membership dues.

### **Section 11: Record Retention**

11.1: CASE acknowledges its obligation to preserve information relating to litigation, audits, and investigations. The following table provides the minimum record retention requirements. Records may be retained in their original (paper) format, or in the alternative, in an electronic (.PDF) format.

<b>Type of Document</b>	<b>Minimum Retention Requirement</b>
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently
Bank Reconciliations	7 years
Bank statements	7 years
Checks (for important payments and purchases)	Permanently
Contracts, mortgages, notes and leases (expired)	7 years
Contracts (still in effect)	Permanently
Correspondence (general)	3 years
Correspondence (legal and important matters)	Permanently
Correspondence (with members and vendors)	3 years
Deeds, mortgages, and bills of sale	Permanently
Duplicate deposit slips	3 years
Employment applications	3 years
Year End Financial Statements	Permanently
Insurance Policies (expired)	3 years
Insurance records, accident reports, claims, policies, etc.	Permanently
Internal audit reports	3 years
Minute books, bylaws and charter	Permanently
Patents and related Papers	Permanently
Payroll records and summaries	7 years
Personnel files (terminated employees)	7 years
Retirement and pension records	Permanently
Tax returns and worksheets	Permanently
Timesheets	7 years
Withholding tax statements	7 years
** Not Listed/Other (Default Retention Period) **	3 years

11.2: Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an “archive” computer file folder. Backup and recovery methods will be tested on a regular basis.

11.3 (Executive Hold): From time to time, the President, Vice President, Treasurer, Secretary, General Counsel, or Director of Operations may issue an Executive Hold, suspending the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings. No records specified in any Executive Hold may be destroyed, even if the scheduled destruction date has passed, until the Executive Hold is withdrawn by the President, Vice President, Treasurer, Secretary, General Counsel, or Director of Operations.

11.4: CASE’s records will be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping CASE operating in an emergency will be duplicated or backed up at least every week, and maintained in a digital format in a secure, off-site location. This data shall be stored in an encrypted format, to the extent possible.

11.5: The Director of Operations is responsible for the ongoing process of identifying its records, which have met the required retention period, and overseeing their destruction. Destruction of financial and personnel-related documents will be accomplished by shredding. The Treasurer shall be consulted prior to the destruction of any financial documents, and give his or her approval prior to the destruction of the documents.

11.6: Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

## **Section 12: Political Action Committee**

12.1 (Political Action Committee Dues): Political Action Committee: The CASE Board of Directors shall determine the amount of dues and fees to be contributed to the CASE Political Action Committee. This amount is presently \$7.50 per month per CASE member. The Board of Directors may change this amount by a majority vote.

12.2 (Political Action Committee Non-Participation): Any member of CASE may opt out of participation in the Political Action Committee by notifying CASE in writing. The portion of dues normally allocated to the Political Action Committee shall remain allocated to the CASE general fund.

## **Section 13: Public Communications by CASE Officers, Directors, and Employees**

13.1 (Public Communications): No Officer, Director, Employee, or Local Representative may represent to any person, media outlet, department, organization, or any other entity that he or she is officially speaking on behalf of CASE unless that Officer, Director, Employee, or Local Representative has received authorization from the CASE Board of Directors to do so.

13.2 (CASE Website): The CASE Secretary shall review and approve any information prior to that information being posted on the CASE website. A decision by the CASE Secretary to post (or not post)

a particular piece of information on the CASE website may be overruled by a majority vote of the Executive Committee or Board of Directors.

**Section 14: Meetings of the CASE Board of Directors** *(modified November 21, 2015)*

14.1 (Regular Meetings): Meetings of the CASE Board of Directors shall be held quarterly. Times, dates, and locations shall be selected by the Board of Directors, and publicized on the CASE website.

14.2 (Special Meetings): Special meetings may be called by the President or the Executive Committee with a minimum of 72 hours of notice.

14.3 (Member Comments): All members of Bargaining Unit 2 are invited and encouraged to address the Board of Directors during the “Member Comments” portion of regularly scheduled meetings. Member comments shall be limited to five (5) minutes per member, unless the Board of Directors agrees to extend a member’s speaking time.

**Section 15: Political Endorsement Policy and Procedures** *(adopted April 28, 2014)*

15.1 (Purpose of the CASE Political Endorsement Policy): CASE, through decisions of the CASE Board of Directors, shall participate in the elective process in a proactive manner through political endorsements. All endorsements are intended to enhance the viability of CASE and the legal professionals of Bargaining Unit 2 through cooperative working relationships with various legislators, organizations, and individuals. Endorsements made by CASE are on behalf of the organization and are strictly recommendations to the membership which in no manner infringe on its members’ rights to democratic choice.

15.2 (CASE Political Endorsement Policy): The CASE Board of Directors has sole discretion to determine whether it will endorse a candidate or ballot measure based on multiple factors, including but not limited to: (1) impact on policy affecting legal professionals employed by the State of California; (2) anticipated impact on the results of the electoral race or ballot measure; (3) available resources; (4) ramifications and consequences of making or withholding an endorsement; and (5) strategic considerations affecting the long-term goals of CASE and Bargaining Unit 2.

CASE shall consider requests for political endorsements made by candidates for statewide offices (i.e., Governor, Lieutenant Governor, Attorney General, Secretary of State, Treasurer, Controller, Insurance Commissioner, Superintendent of Public Instruction, Board of Equalization, Senate, and Assembly) or statewide ballot measures. Should CASE vote to endorse a candidate for statewide office or a statewide ballot measure, the Board of Directors shall forward any request for financial support made by the candidate or ballot measure organization to the CASE Political Action Committee (PAC) for independent, de novo consideration of the request.

CASE may consider requests for political endorsements made by candidates for local (e.g., county, regional, municipal, etc.) offices or local ballot measures. Endorsements for local candidates or ballot measures are not generally referred to the CASE PAC for independent consideration of requests for financial support.



15.3 (Available Actions): In all cases (statewide and local), endorsement actions by CASE may include: (1) an endorsement of one candidate; (2) an endorsement of multiple candidates; (3) an endorsement of one or more professional organization(s); (4) an endorsement of one or more ballot measures; and/or (5) no endorsement.

15.4 (Discretion of CASE Board of Directors): The CASE Board of Directors retains the discretion to deviate from this policy when, in its sole judgment, endorsements made outside the general policy are in the best interests of CASE and the members of Bargaining Unit 2. Any action taken outside this policy must be approved by the full Board of Directors during a regular or special meeting (see CASE Bylaws, Article IV, Sections 4.09 – 4.15) and expressly noted in the minutes of the next regularly-scheduled meeting of the CASE Board of Directors.

### **Section 16: Reimbursement Requests Submitted By CASE Members**

16.1: A member of Bargaining Unit 2 being represented by CASE shall not be entitled to reimbursement of expenses associated with the representation. This restriction may be waived by prior written approval of the President, Treasurer, Executive Committee, or Board of Directors.

### **Section 17: Telecommunications and Equipment Stipend**

17.1 (Telecommunications Stipend): All Officers and Directors may receive an allowance of up to \$175 per month to cover CASE-related telecommunications expenses (cellular phone charges, home Internet access, wireless data plan, etc.).

17.2 (Equipment): All Officers and Directors may receive reimbursement of up to \$1500 every two years to cover CASE-related telecommunications equipment (cell phone, laptop, tablet, etc). Supporting documentation of expenses is required to be submitted for reimbursement. No reimbursement for equipment shall be provided within three months of an election if the requesting Officer or Director is running for re-election during that cycle.

### **Section 18: Local Representative Selection and Retention Criteria**

18.1 (Local Representative Program): CASE Local Representatives represent CASE in each local workplace. Local representatives must agree to support CASE's positions regarding efforts to maintain and improve the salary, benefits and working conditions of the state's legal professionals.

18.2 (Duties and Responsibilities): CASE Local Representatives (LRs) aid in the facilitation of communication between the Board, staff and members at their worksites. Their duties include, but are not limited to, disseminating CASE information including that from Board meetings, in conjunction with CASE staff coordinating worksite meetings (i.e. room reservations, audio/visual preparation), communicating important worksite issues with the CASE Board and Staff, engaging with other LRs and CASE members at their worksite, identifying potential new members and providing information to them on joining CASE and engaging in various other activities to help strengthen CASE and increase membership participation and morale.

18.3 (Meetings and Training): CASE Local Representatives shall attend quarterly Local Representative Meetings. Failure to attend two consecutive quarterly meetings may result in termination from the Local Representative program.

18.4 (Execution of Program): CASE Staff, with support and guidance from the Membership Committee, will develop and execute the Local Representative program, including training and follow up communications with Local Representatives.

18.5 (Local Representative Selection): The Membership Committee shall publish a Local Representative Application twice each year, commencing in 2024, according to the following schedule (Spring/Fall): by February 1 (August 1) each year. Applications will be accepted through March 1 (September 1) of each year.

Any applicant for CASE local representative must be a CASE Member in good standing, and may not be the subject of disciplinary action at the time of application. Applicants must have been a CASE Member for at least 6 months prior to their application to be considered for the role, unless the CASE Board waives this requirement.

CASE Staff shall review each applicant no later than March 15 (September 15) and provide to the Membership Committee information including but not limited to: the applicant's time in state service, the applicant's time in Unit 2, the applicant's membership history, any requests by the applicant for CASE's assistance, any pending issues in which the applicant is involved, and any other relevant information.

The Membership Committee may interview each applicant deemed qualified to serve.

After completion of interviews, the Membership Committee shall recommend to the full Board for approval a slate of local representatives for appointment at its May (November) Board Meeting. . The Membership Committee shall schedule or delegate to staff the scheduling of Local Representative training to occur each year during the month of June (December). Any local representative who fails to attend the training will be removed from the Local Representative program.

A list of approved Local Representatives shall be compiled and maintained by CASE staff and shall be sent to each BU2 department.

18.6 (Elevation of Issues): When a Unit 2 employee brings to the attention of a Local Representative a potential violation of the MOU, the Local Representative shall refer the matter to CASE staff who will determine the appropriate course of action, including the preparation of grievances, appeals, complaints, or other actions as needed.

18.7 (Suspension or Termination of Local Representative Position): Local representatives may have their position as a local representative suspended or terminated with or without cause by a majority vote of the Board of Directors.