

AGREEMENT
BETWEEN
THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN FRANCISCO,
AND THE MUNICIPAL EXECUTIVES ASSOCIATION

EFFECTIVE
October 31, 2021 through August 31, 2024

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I: REPRESENTATION	1
I.A. RECOGNITION.....	1
I.B. INTENT.....	1
I.C. NO STRIKE PROVISION.....	1
I.D. MEET AND CONFER RESPONSIBILITY DURING THE TERM OF THE AGREEMENT.....	2
I.E. MANAGEMENT RIGHTS.....	2
I.F. ASSOCIATION RIGHTS.....	2
I.G. OFFICIAL REPRESENTATIVES.....	3
I.H. GRIEVANCE PROCEDURES.....	3
1. <i>Definition</i>	3
2. <i>Time Limits</i>	3
3. <i>Steps of the Procedure</i>	4
4. <i>Selection of the Arbitrator</i>	4
5. <i>Authority of the Arbitrator</i>	4
6. <i>Fees and Expenses of Arbitrator</i>	4
7. <i>Date of Award</i>	5
8. <i>Monetary Relief</i>	5
9. <i>Failure to Respond</i>	5
10. <i>Immediate Dispute Resolution</i>	5
I.I. PROPERTY LOSS DISCIPLINARY ACTION GRIEVANCES:.....	5
1. <i>Definitions</i>	5
2. <i>Probationary Period</i>	6
3. <i>Rejection from Probation</i>	6
4. <i>Disciplinary Action</i>	6
5. <i>Mediation</i>	7
6. <i>Arbitration</i>	7
7. <i>Selection of the Arbitrator</i>	7
8. <i>Hearing</i>	7
9. <i>Duties and Powers of the Arbitrator</i>	7
10. <i>Arbitrator's Decision</i>	8
11. <i>Expenses of Arbitration</i>	8
12. <i>Review by the Court</i>	8
13. <i>Writ</i>	9
14. <i>Time Limits</i>	9
I.J. DUES DEDUCTION.....	9
1. <i>Authorization for Deductions</i>	9
2. <i>Dues Deductions</i>	9
ARTICLE II: EMPLOYMENT CONDITIONS	10
II.A. NON-DISCRIMINATION.....	10
1. <i>Americans with Disabilities Act</i>	10
2. <i>Family Medical Leave Act</i>	10
ARTICLE III: PAY, HOURS AND BENEFITS	10
III.A. WAGES.....	10
III.B. MANAGEMENT COMPENSATION PACKAGE.....	11
1. <i>Acting Assignment Pay</i>	11
2. <i>Supervisory Differential Adjustment</i>	11
3. <i>Night Shift Premium</i>	12
4. <i>Paid Leave</i>	12

- a. Executive Leave and Managerial Time Reporting 12
- b. Administrative Leave..... 12
- c. Parent/Teacher conferences..... 13
- 5. *Transfer of Leave Credits*.....13
- 6. *Bereavement Leave*.....14
- 7. *Catastrophic Leave Program*.....14
- 8. *Wellness Program*.....14
- 9. *Employee Health and Dental Benefits*.....15
- 10. *Flexible Benefits Program*.....15
- 11. *Life Insurance*.....15
- 12. *Retirement*.....17
- 13. *Benefits While on Unpaid Leave of Absence*.....17
- III.C. ADJUSTMENTS.....16
- III.D. SALARY STEP PLAN AND SALARY ADJUSTMENTS16
 - 1. *Entry at the First Step*.....16
 - 2. *Entry at Other than the First Step*.....16
 - 3. *Date Increment Due*.....17
 - 4. *Appointment Above Entrance Rate*.....17
- III.E. METHODS OF CALCULATION17
- III.F. WORK SCHEDULES17
 - 1. *Standard Work Schedules*.....17
 - 2. *Alternate Work Schedule*.....17
 - 3. *Voluntary Reduced Work Week*.....18
- III.G. OVERTIME/FAIR LABOR STANDARDS ACT.....18
- III.H. SEVERANCE PAY18
- III.I. HOLIDAYS19
 - 1. *Recognized Holidays*.....19
 - 2. *In-Lieu Holidays*.....20
 - 3. *Holiday Compensation for Time Worked*.....20
 - 4. *Holidays for Employees on Work Schedules Other Than Monday Through Friday*.....20
 - 5. *Holiday Pay for Employees Laid Off*.....20
 - 6. *Employees Not Eligible for Holiday Compensation*.....20
 - 7. *Part-time Employees Eligible for Holidays*.....21
- III.J. VACATION21
- III.K. SICK LEAVE.....22
 - 1. *Accrual*.....22
 - 2. *Sick Leave with Pay Limitation*.....23
- III.L. STATE DISABILITY INSURANCE (SDI).....23
- III.M. UNPAID FURLOUNDS.....23
- III.N. COURT REPORTER COORDINATOR AND ASSISTANT COURT REPORTER COORDINATOR..... 24

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES.....24

- IV.A. MANAGEMENT TRAINING24
- IV.B. PAID STATUS DURING TRAINING24
- IV.C. REIMBURSEMENT FOR LICENSES, CERTIFICATES, AND PROFESSIONAL MEMBERSHIPS25

ARTICLE V: LAYOFF.....25

- V.A. SENIORITY25
- V.B.. ADDITIONAL SENIORITY CONSIDERATIONS25
- V.C. ORDER OF LAYOFF.....25
- V.D. EXCEPTIONS TO THE ORDER OF LAYOFF25
- V.E. ESTABLISHMENT OF SENIORITY ROSTER.....26
- V.F. LAYOFF – NON LIST TEMPORARY AND/OR AS-NEEDED EMPLOYEES.....26
- V.G. LAYOFF – LIST APPOINTED TEMPORARY EMPLOYEES26
- V.H. LAYOFF – PERMANENT EMPLOYEES.....26

1. *Inverse Order*.....26
 2. *Reinstatement to former classification*.....26
 3. *Reassignment to a different classification*.....26
 V.I. HOLDOVER STATUS AND RETURN TO DUTY26
 V.J. INVOLUNTARY LEAVE OF ABSENCE27
 V.K. REASSIGNMENTS OCCASIONED BY REDUCTION OF FORCE.....27
 V.L. ECONOMIC COMMITMENT.....

ARTICLE VI: WORKING CONDITIONS.....28

VI.A. HEALTH AND SAFETY.....28
 VI.B. TRAVEL EXPENSES.....28
 1. *Mileage*.....28
 2. *Business Travel on SF Municipal Railway*.....28
 3. *Meals and Lodging*.....29
 VI.C. Damaged or Stolen Property 29 VI.D. TELECOMMUTING PROGRAM
 VI.E PERSONNEL FILE

ARTICLE VII: UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS & EMPLOYEE CONTACT INFORMATION

VIIA. DEFINITION
 VIIB. NEW EMPLOYEE ORIENTATION
 VIIC. EMPLOYEE INFORMATION

ARTICLE VIII: IMPLEMENTATION AND TERM OF AGREEMENT.....29

VIII.A. SCOPE OF AGREEMENT30
 VIII.B. SAVINGS CLAUSE.....30
 VIII.C. OMISSIONS AND ASSUMPTIONS.....30
 VIII.D. DURATION OF AGREEMENT30

APPENDIX A.....34

APPENDIX B.....33

AGREEMENT

This Agreement is entered into by Superior Court of California, County of San Francisco, hereinafter "Court" and the Municipal Executives Association (hereinafter "Association"). Throughout this document the term "days" shall refer to calendar days unless otherwise specified in the text of the applicable section.

ARTICLE I: REPRESENTATION

I.A. Recognition

1. The Parties acknowledges that the Association is and continues to be the recognized employee representative, pursuant to the provisions of Government Code section 71639 for classifications listed in Appendix A.
2. If a majority of the job duties are currently assigned to classifications represented by the Association are assigned to successor classifications, and if at least one employee then assigned to a classification represented by the Association is assigned to the successor classification, that successor classification shall be accreted to existing bargaining units covered by this Agreement.
3. If a majority of the job duties which are currently assigned to classifications represented by the Association are assigned to successor classifications, and if the classification is comprised solely of employees currently unassigned to any bargaining unit, the classification may be accreted to the existing bargaining unit covered by this Agreement upon a majority showing of interest by those employees.
4. The Court agrees to meet and confer with the Association on the impact of any classification study upon employees and related issues which are included in the scope of representation.

I.B. Intent

5. It is the intent of the parties that the provisions of this Agreement shall become binding upon ratification by both parties, or upon failure of the ratification process, a final decision rendered by the Superior Court Executive Committee after receipt of a recommendation of an appointed mediator. The Court shall contact the State Mediation and Conciliation Service (SMCS) and obtain the services of a mediator randomly assigned by the SMCS. Pursuant to Title 8, Division 1, Chapter 8, Subchapter 7, Article 1, Section 17300 (Reimbursement for Services), some fees may apply for certain types of mediations. Where such fees apply, the Court and the Association agree to share the fees in equal halves.
6. In the event the parties reach a tentative agreement, the Court and the Association shall present a full tentative agreement to the parties for ratification within forty-five (45) days of signing such full tentative agreement together with their recommendations.
7. Pursuant to the provisions of the Trial Court Employees Governance and Protection Act (Government Code section 71600 et seq), the Court agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation, except as provided elsewhere in this Agreement.

I.C. No Strike Provision

8. During the term of this Agreement the Court will not lock out the employees who are covered by this Agreement. This Association and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

I.D. Meet and Confer Responsibility During the Term of The Agreement

9. Except in cases of emergency or as otherwise provided in this Agreement, the Court shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 71630. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
10. In cases of emergency when the Court determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the Court shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.
11. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in the preceding paragraph hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
12. If the Association timely requests the opportunity to meet and confer as provided herein, the Court agrees to meet and confer with the Association over such proposed change or changes within ten (10) working days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach a agreement on the proposed change or changes.
13. During the term of this Agreement, disputes regarding changes in wages, hours, benefits and other terms and conditions of employment included within the scope of representation shall not be subject to the impasse procedures provided in Superior Court Personnel Rules, but may be subject to grievance arbitration.

I.E. Management Rights

14. In accordance with applicable state law, nothing herein shall be construed to restrict any rights of the Court concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the Court.
15. The Court shall also have the right to determine its mission; set standards of services to be offered to the public and exercise control and discretion over the Court's organization and operations. The Court may also relieve Court employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the Court's operations are to be conducted.
16. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

I.F. Association Rights

17. Notwithstanding any other provision of this Agreement, the Association retains all rights granted to employee organizations by the Trial Court Employment Protection and Governance Act, including, but not limited to, the right to represent its members in their employment relations with the Court; the right to be provided by the Court with reasonable written notice of any proposed changes to rules, practices, or policies directly relating to matters that are within the scope of representation under the Act prior to the implementation of those rules, practices, or policies; and the right to meet and confer with the Court over matters that are within the scope of representation under the Act. Nothing in this Agreement shall be interpreted as constituting a waiver of those rights by the Association, nor shall anything in this Agreement be interpreted or applied so as to deprive the Association or any employee represented by the Association of any rights granted to them by any federal or state law.
18. The Court will provide the Association with the names, classifications (job code/description), department, status, work and personal emails, and work and home addresses of newly hired employees in classes covered by this Agreement. The Court will provide such new employees with information regarding the Association, as furnished

by the Association.

I.G. Official Representatives

19. The Association may select as many as a total of five (5) members of the Association representing bargaining units SCM1 and SC2 to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Court, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such a appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings.
20. Release time shall be provided for MEA representatives to participate in disciplinary meetings, grievance meetings, meet and confer sessions and other labor relations matters with the Court. Release time shall not be withheld unreasonably.
21. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the particular employee's and representatives' work unit(s).
22. No representative may leave the duty or work station without specific approval of his/her supervisor.
23. Each representative shall be responsible for the performance of his/her work load consistent with release time approved pursuant to rules established herein.
24. The Association may select one employee for the purpose of disseminating official Association communication. The Association will notify the Court of the appointment. The designated employee communicator shall have the ability to post through the Court e-mail system notices about routine Association meetings and events. Any postings that are not routine or that include an attachment require prior written authorization from Human Resources before posting.
25. Association staff and/or stewards shall have the right to communicate through Court e-mail with employees for the purpose of grievance handling.

I.H. Grievance Procedures

26. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

27. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement. Grievances may be filed only by the Association. Discipline that results in property loss or termination may not be grieved under this section. In the event that an individual or a group of individuals elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the individual(s) will be held in abeyance pending the individual's election of remedies. If the individual or group of individuals elect(s) a nother remedy the grievance shall be deemed withdrawn.

2. Time Limits

28. The time limits set forth herein may be extended or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing.
29. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day.

3. Steps of the Procedure

30. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure. A grievance affecting more than one employee shall be filed with the Court Executive Officer, or designee. Grievances filed for disciplinary actions that do not result in property loss may be grieved through the procedures in this section and only through the third level of review. Therefore, such grievances are not subject to Arbitration. In the event the Court disagrees with the level at which the grievance is filed the Court may submit the matter to the Step it believes is appropriate for consideration of the dispute. The step procedures set forth herein may be modified or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing.
31. An employee shall first attempt to resolve the alleged violation informally with his/her immediate supervisor.
32. Step 1: If the alleged violation is not resolved informally with the immediate supervisor, the Association will submit the grievance on behalf of the represented employee in writing to the immediate supervisor within fifteen (15) days of the date of the occurrence of the act or the date the represented employee might reasonably have been expected to have learned of the alleged violation. The grievance will set forth the facts of the grievance, the terms and conditions of this Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the Association.
33. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
34. Step 2: If dissatisfied with the supervisor's response at Step 1, the Association, on behalf of the individual grievant, may appeal to the Court Executive Officer/or designee, in writing, within ten (10) days of receipt of the Step 1 response. The Court Executive Officer/or designee may convene a meeting within fifteen (15) days with the grievant and the grievant's Association representative. The Court Executive Officer/or designee shall respond in writing within twenty (20) days of the meeting or receipt of the appeal, whichever is later.
35. Step 3: If dissatisfied with the Court Executive Officer's/or designee's response at Step 2, the Association, on behalf of the individual grievant, may notify the CEO, in writing, within twenty (20) days of the Step 2 decision that arbitration is being invoked.

4. Selection of the Arbitrator

36. The Association files a request for arbitration with the CEO of the Court. Within five (5) working days of receipt of such a request and a pre-paid amount equaling half of the total cost for requesting a list of arbitrators from SMCS, the Court will contact the SMCS and obtain a randomly selected listing of 7 arbitrators. From this list, the parties shall alternately strike until a single arbitrator's name remains. Said remaining arbitrator shall be designated to hear the matter. Which party strikes first in the selection process shall be determined by a coin toss.

5. Authority of the Arbitrator

37. The Arbitrator's decision cannot supersede federal, state law or Rules of Court. The Arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

6. Fees and Expenses of Arbitrator

38. The fees and expenses of the Arbitrator and court reporter shall be shared equally by the Association and the Court. If required by SMCS, applicable fees must be paid in advance. Mutual agreement is required

for payment of fees when either party is requesting a Court Reporter. Transcripts shall not be required. If a party is requesting a Court Reporter. Transcripts shall not be required. If a party requests a transcript, that party shall be solely responsible for the cost.

7. Date of Award

39. Awards shall be due within forty-five (45) days following the decision of the Arbitrator.

8. Monetary Relief

40. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

9. Failure to Respond

41. Except as otherwise provided herein, a grievance shall be void in the event a grievance is not initiated or appealed through the steps in accordance with the time periods set forth above. Failure of the Court to timely reply to a grievance shall authorize appeal to the next grievance step.

10. Immediate Dispute Resolution

42. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the Association or a substantial number of members represented by the Association, and that will result in harm for which monetary relief would be an insufficient remedy, either the Court or the Association may request of the other party suspension of the grievance process as described in section 3 of this Section and proceed to immediate dispute resolution discussions with the Presiding Judge. The Presiding Judge shall schedule and conclude discussions within twenty (20) days of receipt of a written request by either party and the action triggering the request for immediate dispute resolution may be stayed upon mutual agreement.

43. Should the dispute still not be resolved it may be submitted to an arbitrator selected in accordance with the procedure detailed in paragraph #4 above.

I.I. Property Loss Disciplinary Action Grievances:

44. All classifications in Bargaining Unit SCM-1, as reflected in Appendix A of this agreement, are designated "managerial" under the provisions of Government Code Section 71650(d)(2). As a result of this designation per this government code section, all employees in classes not listed herein who are otherwise covered by this Agreement are exempt from the provisions of Government Code Sections 71651- 71658 and appointments to these classifications are considered "at will." As such discipline shall continue to be implemented pursuant to Superior Court Personnel Rule 5 or its successor Rule number, if it applies to at-will or managerial employees.

45. Only the classifications in Bargaining Unit SC-2, as reflected in Appendix A of this agreement are subject to the following provisions regarding disciplinary actions.

1. Definitions

46. Property Loss Disciplinary Actions are defined as any disciplinary action which results in a monetary loss.

47. An employee who has completed the initial probationary period may not be subjected to property loss

disciplinary action without cause and without written notice of the intended action. The Court agrees to follow the principles of progressive discipline. For purposes of this section, “for cause” means a fair and honest cause or reason, regulated by good faith on the part of the party exercising the power.

- 48. Disciplinary Actions that do not result in a property loss are not subject to the provisions set forth in this property loss grievance section. Such actions may be grieved through the procedures in Section I.H. of this Agreement.
- 49. Property Loss actions taken due to layoff for organizational necessity, as part of the Layoff Process defined elsewhere (in the Agreement), are not covered by this section.
- 50. The grievance process defined in this section does not apply when employment ceases at the expiration of a temporary appointment or an appointment of specified duration. Such cessation of employment shall not be subject to challenge under this, or any other, section.

2. Probationary Period

- 51. The probationary period shall be defined as the first 2080 hours worked, (exclusive of overtime), including paid holidays and other paid time off, under a permanent appointment within the Court and/or the first 2080 work/paid hours under a permanent appointment in a classification after movement between classifications.

3. Rejection from Probation

- 52. Rejection from probation is defined as the removal of the employee from the classification in which the probationary period is being served.
- 53. Rejection from probation is not grievable.
- 54. Rejection from probation returns the employee to the highest classification in which the employee had completed a probationary period.
- 55. If returning an employee to a former classification after rejection from probation results in a surplus employment situation, the layoff process will be used.

4. Disciplinary Action

- 56. When property loss discipline is intended, the Court shall provide the employee with the following, at least ten working days prior to the effective date of the action being imposed:
 - 57. (1.) Written notice of the proposed action; and
 - 58. (2.) The reasons for the proposed discipline; and
 - 59. (3.) A copy of the charges and the materials upon which the action is based; and
 - 60. (4.) The right to respond, within fifteen (15) working days of the notice of action being received, either orally or in writing, to the Court Executive Officer, or designee who is at least at the level of authority of that imposing the discipline. The choice of oral or written response shall be determined by the grievant. The grievant is entitled to representation. The decision of the CEO, or designee, to confirm, amend, or rescind the disciplinary action shall be rendered prior to the effective date of the disciplinary action.
- 61. Within thirty (30) calendar days of receipt of the notice of disciplinary action involving a property loss, the

employee may file a grievance directly to the Court Executive Officer or designee, whether or not the employee chooses to respond to the charges. The grievance filing shall be submitted electronically to the Court Executive Officer or designee; the Court may request a hard copy via U.S. mail. The written grievance must state the reasons for the grievance, the facts supporting the grievance and the remedy sought by the grievant.

62. The CEO shall have fifteen (15) working days after receipt of the written grievance to review and seek resolution of the grievance and respond in writing.

5. Mediation

63. If the grievance is not resolved to the satisfaction of the grievant, he/she may, within not more than ten (10) working days from his/her receipt of the Court Executive Officer's decision, request mediation of the grievance by filing a timely written request with the Court Executive Officer. The mediation shall be held with a mediator from the State Mediation and Conciliation Service, whose opinion shall be oral and advisory only.
64. The mediator shall be selected by the Court from mediators at the State Mediation and Conciliation Service. The parties agree to this step with the understanding that there typically is no cost for an SMCS mediator. If there should be a charge, the Court agrees to fund costs up to \$100 per day and the parties agree to split any costs exceeding this amount.
65. The mediator shall not issue any public statement of fact or opinion on the matter in question.
66. The mediator's opinion shall neither be made public, nor disclosed to any person or entity, nor shall it be introduced by either party into any other grievance level or any other proceeding of any kind.

6. Arbitration

67. Should there be no satisfactory resolution at the mediation step, the employee has the right to submit the grievance to arbitration within thirty (30) days from the conclusion of mediation.

7. Selection of the Arbitrator

68. The employee files a request for arbitration with the CEO of the Court. Within five (5) working days of receipt of such a request and a pre-paid amount equaling half of the total cost for requesting a list of arbitrators from SMCS, the Court will contact the SMCS and obtain a randomly selected listing of 7 arbitrators. From this list, the parties shall alternately strike until a single arbitrator's name remains. Said remaining arbitrator shall be designated to hear the matter. Which party strikes first in the selection process shall be determined by a coin toss.

8. Hearing

69. The hearing shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence.
70. The parties shall have the right to call witnesses and present evidence. The Court shall be required to release employees to testify at the hearing.

9. Duties and Powers of the Arbitrator

71. Except when a statement of facts mutually agreeable to the parties is submitted to the Arbitrator, it shall be

the duty of the Arbitrator to hear and consider facts submitted by the parties.

72. The Arbitrator shall have the authority to issue subpoenas of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided in Section 1282.6 of the Code of Civil Procedure. The Arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

10. Arbitrator's Decision

73. The Arbitrator shall render a recommendation based upon the evidence provided during the arbitration process and hearing to the Court Executive Officer, as described below.

11. Expenses of Arbitration

74. Each party shall bear its own expenses. All fees and expenses of the Arbitrator and court reporter shall be borne and paid in full and shared equally by the parties. Unless jointly requested, the cost of a transcript shall be paid separately by the party requesting the transcript. If the Arbitrator disagrees with the Court's disciplinary decision, the Court shall furnish a certified copy of the record of the proceedings before the Arbitrator to the employee without cost.

12. Review by the Court

75. The recommended decision of the Arbitrator shall be submitted to the Court Executive Officer.
76. a. The Court Executive Officer shall have thirty (30) calendar days from receipt of the Arbitrator's recommendation or receipt of the record of the hearing, whichever is later, to issue a written decision accepting, rejecting or modifying the Arbitrator's report or modifying the Arbitrator's report or recommendation, unless the Court and the Association mutually agree to a different time frame.
77. b. In making his/her decision, the Court Executive Officer shall be bound by the factual findings of the Arbitrator, except factual findings that are not supported by substantial evidence, and the Court Executive Officer shall give substantial deference to the recommended disposition of the Arbitrator.
78. c. If the Court Executive Officer rejects or modifies the Arbitrator's recommendation, the Court Executive Officer shall specify the reason or reasons why the recommended disposition is rejected in a written statement which shall have direct reference to the facts found and shall specify whether the material factual findings are supported by substantial evidence. The Court Executive Officer may reject or modify the recommendation of the Arbitrator *only* if the material factual findings are not supported by substantial evidence, or for any of the following reasons or reasons of substantially similar gravity or significance:
79. (1.) The recommendation places an employee or the public at an unacceptable risk of physical harm from an objective point of view.
80. (2.) The recommendation requires an act contrary to law.
81. (3.) The recommendation obstructs the Court from performing its constitutional or statutory function from an objective point of view.
82. (4.) The recommendation disagrees with the Court's penalty determination, but the Arbitrator has not identified material, substantial evidence in the record that provides the basis for that disagreement.

- 83. (5.) The recommendation is contrary to past practices in similar situations presented to the Arbitrator that the Arbitrator has failed to consider or distinguish.
- 84. (6.) From an objective point of view, applied by the Court in a good faith manner, the recommendation exposes the Court to present or future legal liability other than the financial liability of the actual remedy proposed by the Arbitrator.
- 85. d. If the Court's review results in rejection or substantial modification of the Arbitrator's recommendation, then the review shall be conducted by an individual other than the disciplining officer.

13. Writ

- 86. The employee may challenge the decision of the Court, rejecting or modifying the Arbitrator's recommendation by filing a writ of mandamus pursuant to Section 1094.5 of the Code of Civil Procedure, in the appropriate court, and such review by that court shall be based on the entire record. In reviewing the disciplining court's rejection or modification of the Arbitrator's recommendation, the reviewing court shall be bound by the Arbitrator's material factual findings that are supported by substantial evidence.

14. Time Limits

- 87. All time limits referred to in this section are binding on each party and can be mutually waived in writing. Steps of the procedure can only be skipped with the express written, prior approval of both parties, unless otherwise detailed in this procedure.
- 88. Any time limit or deadline date under this procedure falling on a Saturday, Sunday or Holiday shall be continued to the next business day.

I.J. Dues Deduction

1. Authorization for Deductions

- 89. The Court shall arrange for the City to deduct Association dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the City's Controller of a form from the employee authorizing such deductions. The Court shall arrange for the City to pay over to the Association all sums so deducted. Upon request of the Association, the Court agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

2. Dues Deductions

- 90. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee.
- 91. No later than nine working days following payday, the Court shall arrange for the City's Controller to promptly pay over to the Association all sums withheld for membership dues. The Court shall arrange for the City's Controller to also provide with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, classification, department number, and the amount deducted.
- 92. The Court shall arrange for the City's Controller to provide the Association a list of covered employees containing employee name, employee number, classification, annual salary, salary range and whether the employee pays dues to the Association. Such list shall be provided electronically in a mutually agreeable

format.

93. The above information shall be provided at no cost to the Association.
94. The Association agrees to indemnify and hold the Court and/or City harmless for any loss or damage arising from the operation of this section, provided the Court has complied with its obligations in this section.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. Non-Discrimination

The Court and the Association agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of any ground prohibited by state or federal law, including race, color, creed, religion, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), sexual orientation, marital status, national origin, physical or mental disability, medical condition, genetic characteristics or information, age, military service, veteran status, political affiliation or opinion or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment. The Court shall process complaints of sexual harassment pursuant to Superior Court Personnel Rules and Federal and State laws.

1. Americans with Disabilities Act

95. The parties agree that the Court is required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes including the American with Disabilities Act and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The Court reserves the right to take any action necessary to comply therewith.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. Wages

96. Upon ratification, represented employees, retroactive to July 1, 2021, shall receive a wage increase of five percent (5%) for fiscal year 2021-22, and remain in effect during the duration of the agreement.
97. a. Effective July 1, 2022, represented employees shall receive a wage increase of four percent (4%) for fiscal year 2022-23, and remain in effect during the duration of the agreement.
98. b. Effective July 1, 2023, represented employees shall receive a wage increase of four percent (4%) for fiscal year 2023-24, and remain in effect during the duration of the agreement.
99. c. All represented employees will be allowed to “cash out” up to 40 hours of vacation prior to December 31, 2022. For FY2022-23 and FY 2023-24, covered employees will be eligible to “cash out” up to a total of twenty (20) hours of accrued Vacation leave for each fiscal year (i.e., 20 hours “cashed out” by June 30, 2023, and 20 hours by June 30, 2024).

III.B Management Compensation Package

1. Acting Assignment Pay

100. The Court Executive Officer/or designee assigns duties to employees covered by this Agreement. Except for the exclusions set forth in section 2 below, employees assigned by the Court Executive Officer/or designee or designated to perform the full range of essential functions of a position in a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
101. a. The assignment shall be in writing.
102. b. The employee is assigned to perform the duties of a higher classification for longer than thirty (30) consecutive working days.
103. c. Upon written approval by the Court Executive Officer/or designee, an employee shall be paid a 7.5% adjustment as long as it does not exceed the maximum range of the class to which temporarily assigned. Such assignments shall be limited to 12 months. If the assignment exceeds 12 months, said employee shall be entitled to the rate of pay the employee would receive if the employee were promoted to the classification of the assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
104. d. Requests for classification or reclassification review shall not be governed by this provision.

2. Supervisory Differential Adjustment

105. The Court Executive Officer/or designee may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
106. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
107. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
108. c. The assignment is a regular one approved by the Court Executive Officer/or designee.
109. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
110. e. The compensation range of the supervisor is less than 5% over the compensation range, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a biweekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
111. f. The adjustment of the compensation of the supervisor shall not exceed 7.5% over the compensation exclusive of extra pay, of the employee supervised.
112. g. If the application of this section adjusts the compensation of an employee in excess of his/her immediate supervisor, whose class is covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$1.00 biweekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
113. h. In no event will the Court Executive Officer/or designee approve a supervisory salary adjustment

in excess of 10% over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Court Executive Officer/or designee may again review the circumstances and may grant an additional salary adjustment not to exceed 10%.

3. Night Shift Premium

114. A night shift is a tour of duty which commences after 1 p.m. and prior to 6 a.m., except employees who voluntarily work an alternate work schedule. Employees who are required to work a night shift or any shift on Saturdays, Sundays, or holidays, not including in lieu holidays, shall be paid nine percent (9%) more than the hourly rate of pay to which they are otherwise entitled, per the following:
115. This premium shall be paid to employees assigned to the night shift for:
116. a. All hours actually worked, except those worked between 8:00 a.m. and 5:00 p.m. Monday through Friday.
117. b. All hours actually worked on a legal holiday, not including in lieu holidays.
118. c. All hours actually worked on Saturdays and Sundays.

4. Paid Leave

a. Executive Leave and Managerial Time Reporting

119. Employees in the classes of 148C, 155C, 165C, 168C, 176C, 192C and 285C are salaried employees required to work the days and hours necessary to perform the job duties of their positions and shall schedule their time accordingly. The minimum workweek standard guideline for these managerial employees is 40 hours per week. The salary paid to these employees is full compensation for all hours worked in providing the product or service. Employees in these classes shall not receive overtime, but shall receive forty (40) hours of paid Executive Leave on July 1st each year. Not more than forty (40) hours of this leave may be carried into the next fiscal year. Any balance of this leave at the close of business on June 30th each year that is between forty (40) and eighty (80) hours will be cashed out. Also, upon separation from Court service, Executive Leave shall be cashed out. Employees who enter a classification entitled to Executive Leave during the fiscal year shall be entitled to a pro-rated portion of an accrual of Executive Leave for that fiscal year. Consistent with the work expectations and directives of their superiors, managerial employees may be given discretion in establishing their work schedules subject to the approval of their superiors. These managerial employees are responsible for keeping their superiors apprised of their schedules per instructions established by the Court and must obtain approval from their superiors in advance for all planned absences. These managerial employees are not required to report absences of four (4) hours or less for official attendance reporting purposes and will at no time have their salary docked for absences of less than one day. This recognition and self-scheduling may be rescinded if a managerial employee has abused the privilege. Further, all such managerial employees will be required to electronically provide their schedules through a calendaring system developed and required by the Court.
- #### b. Administrative Leave
120. Employees covered by this contract, except those in the classes listed in paragraph a. above, may earn up to forty (40) hours of paid Administrative Leave (AL) per fiscal year under the following

conditions:

121. (1.) The employee must work time in excess of normally scheduled hours in a given week in order to earn AL. Such excess hours worked shall be credited toward AL. If an employee has earned 40 hours of AL during a fiscal year, the employee may not earn additional hours of AL, regardless of work requirements in excess of these hours.
122. (2.) Accrual or use of AL must be approved by the employee's direct supervisor.
- (i.)
- Covered employees shall not be discouraged from requesting and accruing AL. Approval to accrue or use AL shall not be unreasonably withheld. Covered employees experiencing difficulties with getting approval to accrue or use shall report the matter to the Court Executive Officer.
123. (3.) Not more than forty (40) hours of this leave may be carried into the next fiscal year. Any balance of this leave at the close of business on June 30th each year that is between forty (40) and eighty (80) hours will be cashed out. Also, upon separation from Court service, Administrative Leave shall be cashed out. Employees who enter a classification entitled to Administrative Leave during the fiscal year shall be entitled to a pro-rated portion of accrual of Administrative Leave for that fiscal year.
124. (5.) If an employee, entitled to Administrative Leave under this section is called into work, he/she shall receive a minimum four (4) hours of administrative leave credit, up to four (4) hours due to the call-back situation. If the number of hours actually worked during the callback period exceeds four (4) hours, then existing provisions governing administrative time off apply.

c. Parental Leave

125. Upon proper advance notification, in accordance with applicable local, state and federal laws, employees may be granted up to 40 hours of Parental Leave – four (4) hours of which will be paid leave per semester, per year to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.

5. Transfer of Leave Credits

126. The Court agrees to allow covered employees to transfer leave credits from sick leave to vacation or vice versa under the following conditions. No other leave balances may be used. The transfer may not exceed one complete block of 80 hours per fiscal year per employee. The transfer must be from one balance to the other in one block and in only one direction per fiscal year. The cap on either balance may not be exceeded with the transfer of credits.

6. Family Care Leave

127. Unpaid Family Care Leave may be approved for up to one (1) year for permanent employees who have one (1) or more years of continuous service for the birth of the employee's child; the assumption of parenting or child rearing responsibilities; or the serious illness, health condition, mental or physical impairment of the employee's immediate family member (as defined by applicable local, state and federal law), domestic partner, child, parent or child for whom the employee has parenting responsibilities.

7. Bereavement Leave

128. Covered full-time employees shall be authorized bereavement leave with pay due to the death of the employee's parent, stepparent, spouse, domestic partner, child, grandparent, legal guardian, brother, sister, grandchild, stepchild, adopted child, any person who is permanently residing in the household of the employee, or any other person to whom the employee may reasonably be deemed to owe respect. All aforementioned relationships also include the same relationships for in-laws including those of domestic partners. Such bereavement leave shall be authorized for up to three (3) regular work days (24 hours) of the employee per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request. If the death of a person as described herein requires the employee to travel over four hundred (400) miles one-way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave, or at the employee's choice, other leave credits. Should additional time off be required for the occurrence, the Court Executive Officer may authorize the use of existing leave credits or a authorized leave without pay. Employees may utilize leave credits other than sick leave for additional time off required in excess of the first three days as described herein or for the entire period required due to the death of other relatives not specifically listed herein or for a person residing in the immediate household of the employee at the time of death. Part-time employees will be eligible for bereavement on a pro-rata basis, based upon the employee's fractional time base. Effective January 1, 2022, employees will be entitled Bereavement Leave no more than three (3) times per calendar year and will be required to produce verification in support of the leave.

8. Catastrophic Leave Program

129. Covered employees may participate in the catastrophic leave program of the City and County of San Francisco.

9. Other Protected Leaves

130. Employees shall be authorized to take any leaves as provided by local, state or federal law, including Pregnancy Disability Leave, Military Leave and Jury Duty Leave as provided by the applicable law, and in accordance with Personnel Rule 18. The Court acknowledges its obligation to comply with the provisions of the Family Medical Leave Act, the California Family Rights Act, and California Pregnancy Disability Leave Act, and any other state or federal laws regarding protected leaves of absence.

10. Wellness Program

131. Any full-time covered employee leaving the employment of the Court upon service or disability retirement from the San Francisco Employees Retirement System may receive payment for a portion of sick leave earned but unused at the time of separation. The amount of this payment shall be equal to two and one-half percent (2½%) of the employee's sick leave balance earned but unused at the time of separation times the number of whole years of continuous employment times the employee's hourly salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave hours, previously earned while employed by the City and County of San Francisco under their Civil Service Rules, shall not be included in this computation. This wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.
132. The Court agrees to provide not more than \$5,000 per year to allow acupuncture, chiropractic, reflexology, and/or physical therapy to covered employees, not to exceed \$15 bimonthly per covered employee. Time spent in such therapy must be on the employee's own time. Covered employees will pay for the therapy and submit a claim for reimbursement, using the travel expense claim and provide a receipt for the service. Claims may not be made more often than quarterly for any covered employee. The selection of the provider of the therapy will be at the discretion of the covered employees and those employees will make all arrangements. The Court will not assume any liability for the provision of this service and will publish a

liability disclaimer accordingly.

11. Employee Health and Dental Benefits

133. Permanent full-time employees, permanent part time employees whose regular work schedules are at least 20 hours per week, and temporary employees with 1040 hours of service, within a consecutive 12-month period of time, are eligible to be enrolled in the Health Service System of the City and County of San Francisco.

134. Benefits plans and coverage shall be determined by the San Francisco Health Service Board and shall be consistent with similarly situated employees of the City and County of San Francisco.

Dental: The Court shall continue to contribute a monthly amount per represented employee sufficient to continue the family dental coverage provided in each fiscal year consistent with similarly situated employees of the City and County of San Francisco.

12. Flexible Benefits Program

135. The Court shall contribute the biweekly amount listed below for each represented employee, toward participation in the flexible benefit program

Continuing from Sideletter:	\$1,299.00
Effective 1/1/2023:	\$1,325.00
Effective 1/1/2024:	\$1,405.00
Effective 1/1/25:	\$1,490.00

136. Employees would be required to participate in employee health care or demonstrate to the satisfaction of the Health Service System, that they are carried as a dependent on another plan for the duration of the plan year.

137. The elements of the flexible benefits program shall include but are not limited to: employee health care, dependent health care, DCAP, disability insurance, term life insurance and other life insurance, a accident insurance, and other authorized mutually agreed benefits. Specific plan design shall be subject to administrative feasibility, as determined by the City, and shall be determined in consultation with the Association. The benefits plan shall conform to provisions of IRS Code Section 125.

138. The flexible benefits program plan year may be modified by mutual agreement. Such agreement must be confirmed in writing and is subject to the ability of the City to administer the requested change.

139. The aforesaid payments to the flexible benefits program shall not be considered as part of any employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

13. Life Insurance

140. For the duration of this Agreement, the Court shall continue to arrange for the purchase of a \$50,000 life insurance policy for each represented employee. Effective, January 1, 2023, the Court shall arrange for the purchase of a \$150,000 life insurance policy for each covered employee. This section shall not diminish any existing rights of MEA represented employees to purchase supplemental coverage through the Management Compensation Package.

14. Retirement

141. Pursuant to applicable state and local laws, Court employees will continue to participate in the City and County of San Francisco Employees Retirement System (SFERS). Permanent employees shall participate from the date of their first day of employment. Temporary employees become eligible for participation upon the completion of 1040 hours within a consecutive 12 month period.
142. Employees shall pay the employee's retirement contribution obligation for a similarly situated City and County of San Francisco employees, as determined by the Charter of the City and County of San Francisco for miscellaneous members.

15. Benefits While on Unpaid Leave of Absence

143. The court will cease payment of any and all contributions for employee health and dental benefits and flexible benefits for those employees who remain on unpaid status in excess of sixteen (16) continuous weeks, with the exception of workers' compensation leave, leave specifically covered by the Family and Medical Care Act (FMLA), California Family Rights Act, Pregnancy Disability Leave Act, or any other local, state or federal law requiring maintenance of benefits, or mandatory administrative leave.
144. For mandatory administrative leave, the Court will cease payment of any and all contributions for employee health and dental benefits and flexible benefits for those employees who remain on unpaid status in excess of thirty-six (36) continuous months.

16. Mobile Phone Subsidy for Employees in Bargaining Unit SC-2

145. Employees in Bargaining Unit SC-2 who utilize their personal mobile phone for work-related purposes are entitled to receive additional compensation of thirty-five (\$35.00) monthly.
146. An employee seeking a mobile phone subsidy under this section must first seek approval from his/her Manager, and submit to the Human Resources Office the relevant Mobile Phone Subsidy form.

III.C. Adjustments

147. An employee who has completed one year of service in a non-temporary appointment and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary attained prior to layoff.

III.D. Salary Step Plan and Salary Adjustments

1. Entry at the First Step.

148. Covered employees who enter a classification at the first pay step shall advance to the second step within the classification upon completion of two thousand and eighty (2,080) hours worked, excluding overtime, but including paid holidays, paid vacation and paid sick leave, and to each successive step upon completion of one (1) additional year (2,080 hours) of service within the classification.

2. Entry at Other than the First Step.

149. Covered employees who enter a classification at a rate of pay above the first step shall advance one step upon completion of two thousand and eighty (2,080) hours worked, excluding overtime, but including paid holidays, paid vacation and paid sick leave, and to each successive step upon completion of one (1) additional year of service (2080 hours) within the classification.

3. Date Increment Due.

150. Rate increments shall accrue from the next day following completion of required service as specified above.

4. Appointment Above Entrance Rate

151. Appointments may be made by the Court Executive Officer/or designee at any step in the salary range established for the class.

III.E. Methods of Calculation

152. Biweekly. An employee whose compensation is fixed on a biweekly basis shall be paid the biweekly salary for his/her position for work performed during the biweekly payroll period. There shall be no compensation for time not worked unless such time off is a authorized time off with pay.
153. Per Diem or Hourly. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the biweekly payroll period on a biweekly pay schedule. There shall be no compensation for time not worked unless such time off is a authorized time off with pay.
154. Conversion of Annual or Monthly Rates to Biweekly Rates. When rates of compensation provided on an annual or monthly basis are converted to biweekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted biweekly rate shall be a adjusted to eliminate such fraction of a cent on the following basis:
155. 1. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
156. 2. A fraction of one-half (1/2) or more shall be increased to the next full cent.
157. Daily Rates for Biweekly Employees. A standard day's pay shall be 1/10th of the compensation of a normal work schedule in a biweekly period (including specified holidays). This calculation may be a adjusted to reflect a alternate work schedules.
158. Conversion to Biweekly Rates. Rates of compensation established on other than biweekly basis may be converted to biweekly rates by the Controller for payroll purposes.

III.F. Work Schedules

1. Standard Work Schedules

159. Standard Work Day. Unless otherwise provided in this Agreement, a standard workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.
160. Standard Work Week. The Court Executive Officer shall determine the work schedule for employees of the Court. A standard work week is a tour of duty of five (5) worked days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five working days in conjunction with changes in their work shifts or schedules. Part-time Work Schedules. A part-time work schedule is a tour of duty less than forty (40) hours per week. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

2. Alternate Work Schedule

161. By mutual agreement the Court and the Association may enter into cost equivalent alternate work schedules for

some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

3. Voluntary Reduced Work Week

162. Employees, subject to approval by the Court Executive Officer, may voluntarily elect to work a reduced work week for a specified period of time. Pay, vacation, holidays and sick pay shall be reduced on a pro rata basis with such reduced work week. In order to maintain eligibility for benefits, such as health, dental and the flexible benefit plans, an employee must work 20 or more hours per week. If an employee works less than 20 hours per week, no benefits will be provided. Employees who are currently members of the City retirement system will retain their membership regardless of the number of hours worked per week. However, benefits for those employees will be prorated based on time worked.

III.G. Overtime/Fair Labor Standards Act

163. Classes assigned to bargaining units SCM1 and SC2 are designated as exempt from the overtime provisions of the Fair Labor Standards Act, in that employees in these classes are employed in bona fide executive, administrative or professional capacities. Therefore, no additional compensation will be provided beyond the executive leave or administrative leave provided in the previous two sections.

III.H. Severance Pay

164. 1. The Court agrees that when involuntarily removing or releasing from employment a represented, employee, the Court Executive Officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the Court Executive Officer fails or declines to inform the employee a full thirty (30) days in advance, the member shall receive pay in lieu of the number of working days less than those within the thirty (30) day period upon which s/he was informed, if the employee would otherwise have been entitled to pay during this period. If the employee is on unpaid time off during this period, the Court will not pay for dates that otherwise would be unpaid.
165. 2. In addition to paragraph 1, the Court agrees that when involuntarily removing or releasing from employment a represented employee, except an employee who is being terminated or demoted for cause, with five (5) or more years of Court Service, the employee shall also receive severance pay in the amounts reflected below in exchange for a release signed by the employee and MEA of any and all claims the employee or MEA may have against the Court including any officer or employee thereof. This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.
- Over 5 years of service – three pay periods
- Over 10 years of service – six pay periods
- Over 15 years of service – eight pay periods
- Over 20 years of service – 10 pay periods
- An employee terminated or demoted for cause is not entitled to severance pay.
166. 3. In the event a represented, employee is involuntarily returned to a lower level classification, except an employee who is being terminated or demoted for cause, that employee may elect to separate from Court Service and shall receive the severance pay per the schedule above at the higher level classification rate, in

exchange for a release signed by the employee and MEA of any and all claims that the employee or MEA may have against the Court including any officer or employee thereof. This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law. An employee who elected to separate from Court Service in lieu of demotion who was demoted for cause is not entitled to severance pay.

III.I. Holidays

1. Recognized Holidays

167. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees, per CCP 135 with reference to GC 6700:

January 1 (New Year's Day)
the third Monday in January (Martin Luther King, Jr.'s Birthday)
February 12 (Lincoln's Birthday)
the third Monday in February (President's Day)
March 31 (Cesar Chavez Day)
the last Monday in May (Memorial Day)
July 4 (Independence Day)
the first Monday in September (Labor Day)
the fourth Friday in September (Native American Day)
November 11 (Veteran's Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)

168. Provided further, if a holiday identified in the previous section falls on a Saturday or a Sunday, it shall be observed on the day specified by the Judicial Council pursuant to CCP 135.
169. The Court shall accommodate religious beliefs and observance thereof by employees as required by law.
170. Employees shall receive five (5) floating holidays each fiscal year, provided that it does not result in an accrual of more than five (5) days. Floating holidays shall be taken on days selected by the employee subject to prior scheduling and approval of the Court Executive Officer/or designee. Any unused floating holidays shall be cashed out upon separation. The provisions of this section shall apply to part-time employees on a pro-rata basis, as set forth below in Section III.J.7.
171. Employees who have established initial eligibility for floating days off and subsequently separate from Court employment, may, at the sole discretion of the Court Executive Officer, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.
172. In addition, any day declared to be a holiday by proclamation after such day has heretofore been declared a holiday by the Governor of the State of California or the shall be included in the term "holiday" for purposes of this section.
173. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, the Court Executive Officer shall make provision for staffing on such preceding Friday so that said public offices may serve the public as may be required. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Court Executive Officer in the current fiscal year. The Court shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

174. In lieu of the Juneteenth holiday in 2021, covered employees shall receive one additional, one-time only Floating Holiday to be used by June 30, 2023.

2. In-Lieu Holidays

175. Requests for in-lieu holidays shall be made to the Court Executive Officer or designee within thirty (30) days after the holiday is earned and must be taken within the fiscal year.
176. In-lieu days will be assigned by the Court Executive Officer or designee if not scheduled in accordance with the procedures described herein.
177. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the Court Executive Officer or designee.

3. Holiday Compensation for Time Worked

178. Employees assigned to work on a holiday shall not receive extra compensation for holiday work but shall be allowed another day off, within the fiscal year earned, as scheduled by mutual agreement. This time off cannot be “cashed-out” or carried into the new year.

4. Holidays for Employees on Work Schedules Other Than Monday Through Friday

179. Employees assigned to seven (7) day-operations or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.
180. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
181. The provisions of this section shall apply to part-time employees on a pro-rata basis.
182. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the Court Executive Officer/or designee. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

5. Holiday Pay for Employees Laid Off

183. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday at their normal rate of compensation.

6. Employees Not Eligible for Holiday Compensation

184. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on an as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

7. Part-time Employees Eligible for Holidays

- 185. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holiday pay on a proportionate basis.
- 186. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a biweekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the biweekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.
- 187. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the Court Executive Officer or designee.

III.J. Vacation

- 188. Beginning with the first full pay period after the effective date of this Agreement, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.
- 189. Vacation may be earned and used from the first day of employment, after the earned time is credited per the preceding paragraph, for permanent employees and temporary employees with a specified term of longer than six (6) months. An employee earns .0577 of an hour for each hour of paid time in the pay period, up to a maximum of 120 hours per year.
- 190. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year, except that the amount of the vacation allowance shall not exceed forty (40) hours. Starting with the five year anniversary date of continuous service, an employee earns .0770 of an hour for each hour of paid time in the pay period, up to a maximum of 160 hours per year.
- 191. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours. Starting with the fifteen year anniversary date of continuous service, an employee earns .0962 of an hour for each hour of paid time in the pay period, up to a maximum of 200 hours per year.
- 192. At the end of twenty (20) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
- 193. The maximum number of vacation hours which an employee may accrue is as follows:

<u>Years of Continuous Service</u>	<u>Maximum Accrual</u>
1 through 5 years	320 hours
more than 5 through 15 years	360 hours
more than 15 years	400 hours

- 194. If, in a pay period, the hours earned cause the balance to reach the maximum allowable, the employee will stop earning hours until he/she reduces the balance by using hours.

III.K. Sick Leave

1. Accrual

195. Permanent employees (and temporary employees with a specified term of longer than 90 days) accrue and may use sick leave from the first day of employment after the earned time is credited per the following paragraph.
196. An employee accrues paid sick leave at a rate of .05 of an hour for each hour of paid service during each pay period up to a maximum of 4 hours each pay period to an annual maximum of 104 hours. An employee, who is otherwise eligible, shall be awarded the employee's sick leave allowance on the first day of the pay period following the pay period in which the allowance is accrued.
197. Employees shall be entitled to accumulate unused sick leave up to a maximum of 1040 hours. If in a pay period the hours earned cause the balance to reach the maximum allowable, the employee will stop earning hours until he/she reduces the balance by using hours.
198. In accordance with California's Paid Sick Leave law, an employee may use paid sick leave for one of the following reasons:
- a. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
 - b. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - i. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - ii. Spouse or Registered Domestic Partner
 - iii. Parent (including 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.)
 - iv. Grandparent
 - v. Grandchild.
 - vi. Sibling.
 - c. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - i. A temporary restraining order or restraining order.
 - ii. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - iii. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - iv. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - v. To obtain psychological counseling related to an experience of domestic violence, sexual

assault, or stalking.

- vi. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

- 199. Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, or other separation from employment from the Court—with the exception of partial compensation for sick leave upon service or disability retirement under the Wellness Program provisions described above.
- 200. If an employee separates from Court employment and is re-hired by the Court within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated.
- 201. 2. Sick Leave with Pay Limitation
- 202. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the net amount the employee would have earned for a regular work schedule minus premium pay adjustments. If the employee wishes to exercise this option, the employee must submit a signed statement to the Court Executive Officer/or designee no later than ninety (90) days following the employee's release from disability leave.

III.L. State Disability Insurance (SDI)

- 203. Upon a statement of a majority of members of a classification covered by this Agreement requesting that they be enrolled in the State Disability Insurance Program at the employee's cost, the Court Executive Officer shall immediately take any and all necessary action to enroll such classification and all employees therein.
- 204. Once an employee or classification is enrolled in the State Disability Insurance Program, these benefits shall continue for the employee or classification as long as the employee remains within the MEA bargaining unit.
- 205. An employee entitled to SDI shall receive, in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first. At an employee's option, an employee's accrued vacation, holiday, and compensatory time off can also be integrated with SDI payments in the same manner as sick leave. During the term of the agreement, all classifications added to the MEA represented bargaining units, shall have the opportunity to purchase SDI upon a majority showing of the incumbents. The Court agrees to make changes to the classes with representation under this agreement, not more often than biweekly and will arrange that the applicable deduction should begin at the beginning of the applicable pay period. The Court agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

III.M. Unpaid Furloughs

- 206. There shall be no mandatory unpaid administrative leave (furlough) imposed by the Court for represented employees without mutual agreement via the meet and confer process.

III.N. Court Reporter Coordinator (Class Code 155C) and Assistant Court Reporter Coordinator (Class Code 255C)

- 207. 1. In addition to regularly assigned duties, the Court Reporter Coordinator (Class Code 155C) and the Assistant Court Reporter Coordinator (Class Code 255C) may be required, on an as needed basis, to provide the verbatim

official record of all testimony and court proceedings in cases heard before the Court.

208. 2. Consistent with Business and Professions Code 8016, the Court Reporter Coordinator and the Assistant Court Reporter Coordinator must be holders of a certificate in full force and effect issued by the Court Reporters Board of California in order to engage in the practice of shorthand reporting.
209. 3. The Assistant Court Reporter Coordinator must possess Realtime Qualification from the Court or Realtime Certification as defined below.
210. **4. Realtime Certification and Realtime Qualification Defined:**
211. a. Realtime Certification:
The Assistant Court Reporter Coordinator may be certified as a Certified Realtime Reporter (CRR) by the National Court Reporters Association or be certified as a California Certified Realtime Reporter (CCRR) by the Deposition Reporters Association (DRA) or by the United States Court Reporters Association (USCRA).
212. b. Realtime Qualification:
The Court Reporter Coordinator may qualify the Assistant Court Reporter Coordinator by completing the prescribed form, attesting that the Assistant Court Reporter Coordinator has provided Realtime text for a substantial portion of time within the previous three (3) months in a courtroom setting and that the Assistant Court Reporter Coordinator will continue to provide Realtime for a substantial portion of time in the subsequent twelve (12) months. This form shall be renewed annually. The Assistant Court Reporter Coordinator is responsible for knowing his/her equipment and software and for the operation of said equipment and software. The Assistant Court Reporter Coordinator must be willing to provide Realtime for any bench officer who requests it.
213. **5. Realtime Pay Differential for Assistant Court Reporter Coordinator:**
214. a. The Assistant Court Reporter Coordinator will receive a salary differential of 5.5% added to his/her regular rate of pay for providing Realtime text.
215. b. The Assistant Court Reporter Coordinator will receive this pay differential from the date of hire if he or she is Realtime Certified, as defined above, at that time.
216. c. The Assistant Court Reporter Coordinator will receive this pay differential on the date on which he or she becomes Realtime Qualified, as defined above.

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. Management Training

217. The Court shall establish a management training budget of \$15,000 each fiscal year covered by this contract to provide for job related training of MEA represented positions in the court. The expenditure of this fund shall be solely within the discretion of the Court; however, such approval shall not be unreasonably withheld. The Court agrees to the establishment and maintenance of a Management Training Committee of three MEA members selected by MEA to work with management to establish 1) criteria for attending training programs, 2) procedures for the review of training requests and 3) the range of training options. Under these procedures, this Committee will recommend training to be approved under this section.

IV.B. Paid Status During Training

218. Represented employees shall be on paid status when attending approved educational programs scheduled during normal working hours. Covered employees will be provided with an "in lieu" day for a approved training that occurs

on a weekend or other scheduled day off.

IV.C. Reimbursement for Licenses, Certificates, and Professional Memberships

219. The Court shall reimburse members for the cost of required professional licenses, certificates, and memberships.

ARTICLE V: LAYOFF

V.A. Seniority

220. Seniority shall be determined by the initial date of a appointment to a position in the Court after the last (if any) break in service. For the purposes of this section, appointment to the Court is service in the Superior Court of California, County of San Francisco, and shall also include service in the San Francisco Superior Court; the San Francisco Municipal Court; in the San Francisco County Clerk's Office, if the functions of that position were subsequently adopted by the Superior Court and deleted from the county service; or service in the San Francisco Department of Parking and Traffic, if such service was due to involuntary transfer to that department from the San Francisco Municipal Court and the employee returned voluntarily directly back to the Court from that department.

V.B.. Additional Seniority Considerations

221. 1. Any break in service will negate any prior time served for the purposes of seniority calculation. A break in service is that which was brought about by a separation from Court service.
222. 2. Seniority shall not be affected or reduced by current or previous periods of authorized leave of absence or authorized reduction in work schedules.
223. 3. In the event of ties, seniority will be determined by lot.

V.C. Order of Layoff

224. Except as may otherwise be provided in this Section, layoff of employees shall be by inverse order of seniority, as defined in this Section, in a classification in the following order of absolute priority:
225. (1.) Non-list Temporary or As-Needed
226. (2.) Temporary From Eligible List
227. (3.) Permanent

V.D. Exceptions to the Order of Layoff

228. In the event of a layoff, a person appointed to a position requiring special qualifications or skills as approved by the Court Executive Officer shall continue in the position unless a more senior employee or holdover in the class in which the layoff occurs possesses the same qualifications and skills. The Court Executive Officer may administer such tests as deemed necessary to determine possession of special qualifications and skills. Such exceptions to the order of layoff shall require the prior express approval of the Court Executive Officer.

V.E. Establishment of Seniority Roster

229. When a layoff is imminent, the Court Executive Officer will identify the classifications affected by the impending layoff and direct the Human Resources Office to provide seniority rosters for each affected classification. The seniority roster for each classification shall include, but not be limited to, the name, a appointment status and seniority date (as defined in this Section) of all employees in the affected classes and the number of such employees to be laid off. The Court Executive Officer will notify affected employees at least sixty (60) days in advance of a layoff. At the same time notice is provided to affected employees, the Court will provide a list of those employees to the Association.

V.F. Layoff – Non List Temporary and/or As-Needed Employees

230. Non-List Temporary and As-Needed Employees shall be laid off at the discretion of the Court Executive Officer.

V.G. Layoff – List Appointed Temporary Employees

231. List Appointed Temporary Employees shall be laid off in the reverse order of seniority by a appointment date. The names of employees laid off shall be returned to the eligible lists from which appointed for further certification if such lists are still in existence.

V.H. Layoff – Permanent Employees

1. Inverse Order

232. Layoff of permanent appointees shall be by classification in inverse order of seniority, as defined in this section.

2. Reinstatement to former classification.

233. An employee laid off from an appointment shall have the discretion either to be reinstated to their next former classification in which he/she held a permanent appointment with no break in service or to be placed on involuntary leave, subject to the process outlined in Article V.J. Involuntary Leave of Absence. If necessary, layoffs in the classes affected shall follow by the same procedure.

3. Reassignment to a different classification

234. If the employee had no permanent appointment prior to appointment in the classification from which laid-off, the employee may be reassigned to a position, within his/her capacity to perform, as provided within this section under “Reassignments.”

V.I. Holdover Status and Return to Duty

235. Permanent employees who are laid off, when such layoff results in a break in service, shall be placed on a holdover list in order of seniority for a period of five (5) years or return to duty whichever comes first.
236. Permanent employees who are laid off, when such layoff does not result in a break in service, shall be placed on a holdover list in order of seniority for a period of five (5) years or until the employee is reinstated, is voluntarily

separated, or refuses an offer of reinstatement, whichever comes first.

237. Return to Duty from holdover lists shall be in order of the list, unless a contacted employee is unavailable after contact or refuses the return to duty assignment. The period of such leave of absence cannot exceed five (5) years.

V.J. Involuntary Leave of Absence

238. Whenever it becomes necessary to effect a reduction in force due to lack of work or lack of funds which will result in the displacement of a permanent appointee from Court service, the Court Executive Officer shall place such employees on an involuntary leave of absence, in lieu of layoff, unless the employee elects to be laid off.
239. Involuntary leave is unpaid.
240. Such reductions in force shall be affected by the provisions of this rule governing seniority and order of layoff.
241. Employees placed on an involuntary leave of absence may be ranked on holdover rosters the same as they would under a layoff.
242. While on involuntary leave under this provision, the affected employee shall retain his/her balance of sick leave and vacation credits, but will not continue to earn additional credits during the leave. Such balance of leave credits will be restored when the employee is returned to duty from the holdover status. Should the employee be laid off, the balances will be treated the same as under any other separation from Court service.
243. A member of the Retirement System who wishes to remain a member must elect to be placed on involuntary leave. Membership will be frozen at the time of leave and additional time will not accrue during the period of leave, as with any period of unpaid leave. An employee choosing layoff will be treated as any other separating employee by the Retirement System. These provisions are in accordance with the rules of the San Francisco Employees Retirement System rules regarding layoff and involuntary leave.
244. A member of the Health Services System who wishes to remain a member must be placed on involuntary leave. Continued membership will be treated as with any other unpaid mandatory leave of absence. (See second paragraph under Article III.B.13 Benefits While on Unpaid Leave of Absence.) An employee electing layoff will be treated as another other separating employee by the Health Services System.
245. Leaves of absence imposed under the provisions of this rule will expire upon the return to duty of the holdover, upon the expiration of holdover status, or upon written request by the employee who elects to be laid off while on involuntary leave.

V.K. Reassignments Occasioned By Reduction Of Force

246. Permanent Court employees, who are subject to layoff, may submit a request to the Court Executive Officer for reassignment to a position within their capacities to perform, whether or not within the classification for which they qualified for appointment. Such request for reassignment shall be subject to the following:
247. 1. Request for reassignment shall be submitted on the form prescribed by the Court Executive Officer or designee.
248. 2. The position to which reassignment is requested shall not be to a classification having a higher compensation schedule than the one from which reassignment is requested.
249. 3. The Court Executive Officer may administer any examinations which, in his/her judgment, are deemed advisable to test the capacity of the employee to perform the duties in the position to which reassignment is requested, unless the reassignment is to a position in the same classification or a closely related class.
250. 4. Employees so reassigned who are not suited to the position shall be given an opportunity for further reassignment to other positions within their capacities to perform.

251. 5. In the event of layoff of an appointee who occupies a position through reassignment under the provisions of this section, such layoff shall be in accordance with the applicable provisions of this Layoff section.
252. 6. Employees reassigned under the provisions of this section may reinstate to the former classification in accordance with the following:
253. a. An employee in a permanent appointment may be reinstated to a position in any former class in which the employee held a permanent appointment upon the employee's written request on the prescribed form and with the approval of the Court Executive Officer.
254. b. An approved request for reinstatement shall remain in effect until the employee is either reinstated, separated, refuses an offer of reinstatement, or such a request is cancelled by the Court Executive Officer, or a period of five (5) years whichever comes first.
255. c. The employee shall receive one offer of reinstatement. Failure to accept a reinstatement offer shall forfeit all rights to reinstatement under this section.
256. 7. In the event that more than one approved reassignment to the same classification is on file in the Court's Human Resources Office, preference shall be given to the appointee who has the most seniority, as defined.

ARTICLE VI: WORKING CONDITIONS

VI.A. Health and Safety

257. The Court acknowledges its responsibility to provide a safe and healthful work environment for Court employees. The Association agrees that it shares the responsibility for these efforts, as do Court employees.
258. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the Court Executive Officer, or his/her designee. If the Court Executive Officer or his/her designee agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure at Step 3 for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.
259. The Court agrees to make Material Safety Data sheets available for inspection upon request of employees or their Association representative.

VI.B. Travel Expenses

1. Mileage
260. Covered employees required to use their own vehicle for Court business shall be reimbursed for mileage as fixed by the Administrative Office of the Courts in accordance with their Financial Policy and Procedures and will be reimbursed for all necessary parking and toll expenses.
2. Business Travel on SF Municipal Railway
261. An employee who travels on the Municipal Railway for Court business shall be reimbursed for such travel, if such travel requires the out of pocket expenditure of the employee.

3. Meals and Lodging

262. Meals and lodging expenses shall be paid in accordance with the Financial Policy and Procedures issued by the Administrative Office of the Courts.

VI.C. Damaged or Stolen Property

263. Any employee who qualifies for reimbursement for property damaged, destroyed or stolen in the line of duty shall submit a claim to the Court Executive Officer with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than one hundred twenty (120) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

VI.D. Telecommuting Program

264. 1. Telecommuting is defined as performing work—particularly unique or special projects—away from the work site to which the employee is normally assigned.
265. 2. Where operational considerations permit, the Court may grant an employee's request to telecommute for a defined period of time and for a specific work product. The employee must provide the tangible work product to his/her supervisor upon returning to his/her normally assigned work site.
266. 3. If the request to telecommute is denied and upon request by the employee, the denial and the reason for denial shall be in writing.
267. 4. Only permanent Court employees are eligible for participation in the telecommuting program.

VI.E. Personnel Files

268. Written materials or drafts of written materials that have a negative impact on the employee that are to be placed in their file shall bear the employee's signature or verification that the employee received a copy. The employee or designated representative shall be allowed to attach a response to any and all materials of a negative nature within thirty (30) days of the receipt.
269. With the written permission of the employee, a representative of the Association may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.

ARTICLE VII: UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS & EMPLOYEE CONTACT INFORMATION

Consistent with Government Code sections 3555-3559, the Court and MEA agree to the following:

VIIA. Definitions

256. 1. A "new employee orientation" is the onboarding process of newly hired Court employees when they receive information about their employment status, rights, benefits, duties and responsibilities, and any other employment-related matters.
257. 2. A "new employee" includes a permanent, temporary, full-time, part-time, or seasonal employee who is represented by MEA.

VIIIB. New Employee Orientations

258. 1. The Court will provide at least 10 days' notice to the MEA representative of a pending new employee orientation for the representative's bargaining unit member(s).
259. 2. The Court may provide a shorter notice in a specific instance where there is an urgent need critical to the Court's operations that was not reasonably foreseeable.
260. 3. The MEA representative will have 30 minutes to address the new employee(s).
261. 4. The Court and MEA will agree on the timing and on the location of the meeting during the 10-day notice period.
262. 5. If the MEA representative is not available on the day of the new employee orientation, he or she may arrange with the Court to meet the new employee on another day during the employee's first week at work.

VIIC. Employee Information

263. 1. The Court will provide MEA with a new employee's name, job title, department, work location, work, home, and personal cellular telephone numbers, personal e-mail addresses on file with the employer, and the home address of the new employee within 30 days of the employee's start date.
264. 2. By February 15, June 15, and October 15, the Court will provide MEA with a list of all the information referenced in the preceding paragraph for all employees MEA represents.
265. 3. Consistent with Government Code section 6254.3, employees may opt to prevent the personal contact information from being released to MEA by making a written request that effect.

ARTICLE VIII: IMPLEMENTATION AND TERM OF AGREEMENT

VIII.A. Scope of Agreement

266. This Agreement sets forth the full and entire understanding of the parties. This Agreement may be modified, but only in writing, upon the mutual consent of the parties. The Association reserves its right to grieve the Court's discontinuation of a past practice for a period of six months after the execution of this contract. For purposes of this section a past practice must have been in existence for at least one year and must address an appropriate subject to be included in this Agreement.

VIII.B. Savings Clause

267. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

VIII.C. Omissions and Assumptions

268. Conditions of employment, subject to bargaining, mediation or arbitration pursuant to Superior Court Personnel Rules, in effect on the date of this Agreement, which are not inconsistent with the terms of this Agreement, shall be maintained in full force and effect during the term hereof except as otherwise specifically provided in this agreement except as mutually agreed.

VIII.D. Duration of Agreement

269. This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect through

August 31, 2024.

APPROVED:

In Witness Hereof, the parties have executed this AGREEMENT this 1st day of October 2015.

SIGNATURES ON FILE.

For the Court:

For the Association:

T. Michael Yuen
Court Executive Officer

Christina Fong
Deputy Director

J.M. Muñoz
Chief Human Resources Officer

Criss Romero
Senior Labor Relations Representative

Sue Wong
Chief Financial Officer

Anthony Gavero

Diane Lucas
Senior Human Resources Analyst

Melinka Jones

Jennifer Ngo-Chan

Nicole Olcomendy-Adams

APPENDIX A

Classifications covered by this agreement:

Bargaining Unit SCM-1

148C Court Manager
155C Court Reporter Coordinator
165C Director, Probate
168C Manager, Unified Family Court Services
176C Director, Training
192C Court Administrator
285C Court Computer Systems Manager

Bargaining Unit SC-2

201C Court Supervisor I
202C Court Supervisor II
206C Court Interpreter Supervisor
255C Assistant Court Reporter Coordinator
265C Assistant Director, Probate
268C Supervising Mediator, Unified Family Court Services
272C Fiscal Services Supervisor
291C Supervising Court Administrative Secretary
0590 Court Assistant Senior

Appendix B: Schedule of Compensation, Effective 7/1/2022

Class Code	Class Title	CHANGE DATE	Sch.	Step	Hourly 7/1/2022	B/W 7/1/2022	Mo.(26.1) 7/1/2022	Annual (26.1) 7/1/2022
148C	Court Manager	7/1/22	07725	1	55.0973	4,407.78	9,550.20	114,602
				2	57.8544	4,628.35	10,028.10	120,337
				3	60.7366	4,858.93	10,527.68	126,332
				4	63.7859	5,102.87	11,056.22	132,675
				5	66.9745	5,357.96	11,608.91	139,307
155C	Court Reporter Coordinator	7/1/22	07925	1	60.7366	4,858.93	10,527.68	126,332
				2	63.7859	5,102.87	11,056.22	132,675
				3	66.9745	5,357.96	11,608.91	139,307
				4	70.3303	5,626.42	12,190.59	146,287
				5	73.8391	5,907.13	12,798.78	153,585
165C	Director, Probate	7/1/22	07825	1	57.8544	4,628.35	10,028.10	120,337
				2	60.7366	4,858.93	10,527.68	126,332
				3	63.7859	5,102.87	11,056.22	132,675
				4	66.9745	5,357.96	11,608.91	139,307
				5	70.3303	5,626.42	12,190.59	146,287
168C	Manager, Unified Family Court Mediation	7/1/22	07825	1	57.8544	4,628.35	10,028.10	120,337
				2	60.7366	4,858.93	10,527.68	126,332
				3	63.7859	5,102.87	11,056.22	132,675
				4	66.9745	5,357.96	11,608.91	139,307
				5	70.3303	5,626.42	12,190.59	146,287
176C	Director, Training	7/1/22	07725	1	55.0973	4,407.78	9,550.20	114,602
				2	57.8544	4,628.35	10,028.10	120,337
				3	60.7366	4,858.93	10,527.68	126,332
				4	63.7859	5,102.87	11,056.22	132,675
				5	66.9745	5,357.96	11,608.91	139,307
192C	Court Administrator	7/1/22	08025	1	63.7859	5,102.87	11,056.22	132,675
				2	66.9745	5,357.96	11,608.91	139,307
				3	70.3303	5,626.42	12,190.59	146,287
				4	73.8391	5,907.13	12,798.78	153,585
				5	77.5429	6,203.43	13,440.77	161,289

Class Code	Class Title	CHANGE DATE	Sch.	Step	Hourly 7/1/2022	B/W 7/1/2022	Mo.(26.1) 7/1/2022	Annual (26.1) 7/1/2022
201C	Court Supervisor I	7/1/22	07255	1	43.8189	3,505.51	7,595.28	91,143
				2	46.0050	3,680.40	7,974.20	95,690
				3	48.3163	3,865.30	8,374.83	100,498
				4	50.7253	4,058.02	8,792.39	105,509
				5	53.2734	4,261.87	9,234.06	110,809
202C	Court Supervisor II	7/1/22	07475	1	48.7758	3,902.06	8,454.47	101,454
				2	51.2264	4,098.11	8,879.24	106,551
				3	53.7746	4,301.97	9,320.93	111,851
				4	56.4758	4,518.06	9,789.14	117,470
				5	59.2885	4,743.08	10,276.67	123,320
206C	Court Interpreter Supervisor	7/1/22	07475	1	48.7758	3,902.06	8,454.47	101,454
				2	51.2264	4,098.11	8,879.24	106,551
				3	53.7746	4,301.97	9,320.93	111,851
				4	56.4758	4,518.06	9,789.14	117,470
				5	59.2885	4,743.08	10,276.67	123,320
255C	Assistant Court Reporter Coordinator	7/1/22	07720	1	54.9721	4,397.77	9,528.50	114,342
				2	57.7150	4,617.20	10,003.93	120,047
				3	60.5974	4,847.79	10,503.55	126,043
				4	63.6328	5,090.62	11,029.69	132,356
				5	66.8214	5,345.71	11,582.38	138,989
265C	Assistant Director, Probate	7/1/22	07625	1	52.4796	4,198.37	9,096.46	109,158
				2	55.0973	4,407.78	9,550.20	114,602
				3	57.8544	4,628.35	10,028.10	120,337
				4	60.7366	4,858.93	10,527.68	126,332
				5	63.7859	5,102.87	11,056.22	132,675
268C	Sup. Family Court Counselor/Mediator	7/1/22	07685	1	54.0391	4,323.13	9,366.78	112,401
				2	56.7404	4,539.23	9,835.00	118,020
				3	59.5669	4,765.35	10,324.93	123,899
				4	62.5468	5,003.74	10,841.45	130,097
				5	65.6795	5,254.36	11,384.45	136,613

Class Code	Class Title	CHANGE DATE	Sch.	Step	Hourly 7/1/2022	B/W 7/1/2022	Mo.(26.1) 7/1/2022	Annual (26.1) 7/1/2022
272C	Fiscal Services Supervisor	7/1/22	07475	1	48.7758	3,902.06	8,454.47	101,454
				2	51.2264	4,098.11	8,879.24	106,551
				3	53.7746	4,301.97	9,320.93	111,851
				4	56.4758	4,518.06	9,789.14	117,470
				5	59.2885	4,743.08	10,276.67	123,320
285C	Court Computer Systems Manager	7/1/22	08135	1	67.3226	5,385.81	11,669.25	140,031
				2	70.6784	5,654.27	12,250.92	147,011
				3	74.2150	5,937.20	12,863.93	154,367
				4	77.9328	6,234.62	13,508.35	162,100
				5	81.8315	6,546.52	14,184.13	170,210
291C	Supervising Court Admin. Secretary	7/1/22	07125	1	41.1176	3,289.41	7,127.05	85,525
				2	43.1783	3,454.26	7,484.24	89,811
				3	45.3367	3,626.94	7,858.36	94,300
				4	47.5923	3,807.38	8,249.33	98,992
				5	49.9734	3,997.87	8,662.06	103,945
0590	Court Assistant, Senior	7/1/22	07155	1	41.7302	3,338.42	7,233.23	86,799
				2	43.8189	3,505.51	7,595.28	91,143
				3	46.0050	3,680.40	7,974.20	95,690
				4	48.3163	3,865.30	8,374.83	100,498