

**AGREEMENT**

**Between and For**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1021**

**And**

**THE SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN FRANCISCO**

**October 1, 2015 through June 30, 2017**

MEMORANDUM OF UNDERSTANDING  
SUPERIOR COURT AND SEIU, LOCAL 1021

**TABLE OF CONTENTS**

**I: ENTIRE AGREEMENT .....1**

**II: SCOPE OF AGREEMENT .....1**

**III: RECOGNITION .....1**

**A. Classifications Currently Represented .....1**

**B. Placement of New Classifications .....1**

**C. Applicability of the Agreement to all Newly Recognized Classifications. ....2**

**IV: INTENT .....2**

**V: UNION SECURITY .....2**

**A. Application.....2**

**B. Agency Shop .....3**

**C. Religious Exemption .....3**

**D. Payroll Deductions .....3**

**E. Exempt Employees.....4**

**F. Financial Reporting .....5**

**G. Indemnification .....5**

**VI: STEWARDS .....5**

**VII: NON-DISCRIMINATION.....6**

**VIII: COURT’S RIGHTS.....6**

**IX: GENERAL PROVISIONS .....7**

**A. No Strike/No Lockout .....7**

**B. Supersession.....7**

**C. Contracting Out .....7**

<b>X: GRIEVANCE AND DISCIPLINE PROCEDURES .....</b>	<b>7</b>
<b>A. Definition .....</b>	<b>7</b>
<b>B. Grievance Description .....</b>	<b>8</b>
<b>C. Informal Discussion .....</b>	<b>8</b>
<b>D. Formal Employee Grievance Procedure.....</b>	<b>8</b>
<b>E. Time Limits.....</b>	<b>14</b>
<b>F. Rights of Individuals.....</b>	<b>14</b>
<b>XI: PERSONNEL FILES AND RECORDS.....</b>	<b>14</b>
<b>XII: HOURS OF WORK .....</b>	<b>15</b>
<b>A. Standard Work Schedules.....</b>	<b>15</b>
<b>B. Alternate Work Schedule .....</b>	<b>15</b>
<b>C. Voluntary Reduced Work Week .....</b>	<b>16</b>
<b>D. Rest Periods and Lunch Breaks .....</b>	<b>16</b>
<b>E. Variable Work Schedule .....</b>	<b>16</b>
<b>XIII: HOLIDAYS .....</b>	<b>17</b>
<b>A. Holidays .....</b>	<b>17</b>
<b>B. Holiday Compensation for Time Worked .....</b>	<b>17</b>
<b>C. Holiday Pay for Employees Laid Off .....</b>	<b>18</b>
<b>D. Employees Not Eligible for Holiday Compensation .....</b>	<b>18</b>
<b>E. Part-time Employees Eligible for Holidays .....</b>	<b>18</b>
<b>XIV: VACATION .....</b>	<b>19</b>
<b>A. Definitions.....</b>	<b>19</b>
<b>B. Award and Accrual of Vacation .....</b>	<b>19</b>
<b>XV: SICK LEAVE.....</b>	<b>20</b>
<b>A. Definitions.....</b>	<b>20</b>
<b>B. Award and Accrual of Sick Leave.....</b>	<b>20</b>
<b>C. Wellness Incentive Program .....</b>	<b>22</b>
<b>D. Attendance Alert.....</b>	<b>23</b>
<b>E. Verification of Sick Leave.....</b>	<b>23</b>
<b>XVI: TRANSFER OF LEAVE CREDITS .....</b>	<b>23</b>
<b>XVII: BEREAVEMENT LEAVE .....</b>	<b>24</b>

REVISED 09/24/2015

MEMORANDUM OF UNDERSTANDING, 10/01/2015—06/30/2017  
SEIU, LOCAL 1021 AND  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

<b>XVIII: LEAVES OF ABSENCE .....</b>	<b>24</b>
<b>XVIX: REDUCED WORK WEEK.....</b>	<b>24</b>
<b>A. Impact on Benefits .....</b>	<b>24</b>
<b>B. Part-time Work Schedules.....</b>	<b>24</b>
<b>XX: VOLUNTEER/PARENTAL/LEGAL GUARDIAN PAID RELEASE TIME.....</b>	<b>25</b>
<b>XXI: CATASTROPHIC LEAVE PROGRAM.....</b>	<b>25</b>
<b>XXII: JURY DUTY .....</b>	<b>25</b>
<b>XXIII: PAYROLL PROCEDURES.....</b>	<b>25</b>
<b>A. Recovery of Overpayment.....</b>	<b>25</b>
<b>B. Direct Deposit of Paychecks.....</b>	<b>26</b>
<b>XXIV: SALARY STEP PLAN AND SALARY ADJUSTMENTS.....</b>	<b>26</b>
<b>A. Salary Step Plan.....</b>	<b>26</b>
<b>B. Longevity Increases .....</b>	<b>27</b>
<b>C. Compensation Upon Reemployment.....</b>	<b>27</b>
<b>XXV: SENIORITY INCREMENTS .....</b>	<b>28</b>
<b>A. Advancement Through Salary Steps.....</b>	<b>28</b>
<b>B. Date Increment Due .....</b>	<b>28</b>
<b>C. Lay-Off.....</b>	<b>28</b>
<b>XXVII: WAGES.....</b>	<b>28</b>
<b>XXVIII: OVERTIME COMPENSATION.....</b>	<b>29</b>
<b>A. Rate of Overtime Pay.....</b>	<b>29</b>
<b>B. Compensatory Time.....</b>	<b>29</b>
<b>XXVIII: ADDITIONAL COMPENSATION .....</b>	<b>29</b>
<b>A. Bilingual/sign Language Interpreter Pay .....</b>	<b>29</b>
<b>B. Callback Pay.....</b>	<b>30</b>
<b>C. Employees Covered by Former Word Processing Premium .....</b>	<b>30</b>
<b>D. Courtroom Clerks in Specialty Departments.....</b>	<b>30</b>

REVISED 09/24/2015

MEMORANDUM OF UNDERSTANDING, 10/01/2015—06/30/2017  
SEIU, LOCAL 1021 AND  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

<b>XXIX: SHIFT PREMIUM .....</b>	<b>31</b>
<b>XXX: ACTING ASSIGNMENT PAY .....</b>	<b>31</b>
<b>XXXI: REIMBURSEMENT OF TRAINING AND WORK-RELATED EXPENSES.....</b>	<b>32</b>
<b>A. Travel Expenses .....</b>	<b>32</b>
<b>B. Damaged or Stolen Property.....</b>	<b>32</b>
<b>C. Training Reimbursement .....</b>	<b>33</b>
<b>XXXII: FINGERPRINTING .....</b>	<b>33</b>
<b>XXXIII: HEALTH AND WELFARE .....</b>	<b>33</b>
<b>XXXIV: STATE UNEMPLOYMENT AND DISABILITY INSURANCE.....</b>	<b>34</b>
<b>XXXV: LONG TERM DISABILITY .....</b>	<b>35</b>
<b>XXXVI: GROUP TERM LIFE INSURANCE.....</b>	<b>35</b>
<b>XXXVII: BENEFITS WHILE ON UNPAID LEAVES OF ABSENCE.....</b>	<b>35</b>
<b>XXXVIII: RETIREMENT CONTRIBUTIONS.....</b>	<b>35</b>
<b>XXXIX: VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS .....</b>	<b>36</b>
<b>A. Policy .....</b>	<b>36</b>
<b>B. Physical Plant .....</b>	<b>36</b>
<b>XL: JOINT LABOR MANAGEMENT COMMITTEE .....</b>	<b>36</b>
<b>XLI: APPLICATION AND NOTICE OF EXAMINATIONS FOR CLASSIFICATIONS COVERED BY THIS AGREEMENT .....</b>	<b>37</b>
<b>A. Time for Filing.....</b>	<b>37</b>
<b>B. Additional Notice of Promotional Opportunities.....</b>	<b>38</b>
<b>C. Application Custody .....</b>	<b>38</b>
<b>D. False Statements by Applicants .....</b>	<b>38</b>
<b>E. Names Not to be Made Public.....</b>	<b>38</b>
<b>F. Notice of Examinations.....</b>	<b>38</b>

REVISED 09/24/2015

MEMORANDUM OF UNDERSTANDING, 10/01/2015—06/30/2017  
SEIU, LOCAL 1021 AND  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

<b>XLII: EXAMINATIONS FOR CLASSIFICATIONS COVERED BY THIS AGREEMENT .....</b>	<b>39</b>
<b>A. Protests of Examination Announcements .....</b>	<b>39</b>
<b>B. Re-issuance of Examination Announcements .....</b>	<b>39</b>
<b>C. Promotional Applicants.....</b>	<b>39</b>
<b>XLIII: LAYOFF.....</b>	<b>39</b>
<b>A. Seniority Defined.....</b>	<b>39</b>
<b>B. Additional Seniority Considerations .....</b>	<b>40</b>
<b>C. Order of Layoff .....</b>	<b>40</b>
<b>D. Exceptions to the Order of Layoff.....</b>	<b>40</b>
<b>E. Establishment of Seniority Roster .....</b>	<b>40</b>
<b>F. Layoff – Non List Temporary and/or As-Needed Employees.....</b>	<b>41</b>
<b>G. Layoff – List Appointed Temporary Employees .....</b>	<b>41</b>
<b>H. Layoff – Permanent Employees .....</b>	<b>41</b>
<b>I. Holdover Status and Return to Duty .....</b>	<b>41</b>
<b>J. Involuntary Leave of Absence .....</b>	<b>42</b>
<b>XLIV: REASSIGNMENTS .....</b>	<b>43</b>
<b>A. Reassignments From Positions Not Full Time .....</b>	<b>43</b>
<b>B. Reassignments Occasioned By Reduction Of Force .....</b>	<b>43</b>
<b>XLV: TRAINING AND CAREER DEVELOPMENT .....</b>	<b>44</b>
<b>XLVI: SAVINGS CLAUSE .....</b>	<b>45</b>
<b>XLVII: DURATION OF AGREEMENT .....</b>	<b>45</b>
<b>XLVIII: CONTRACT APPROVAL .....</b>	<b>46</b>
<b>APPENDIX A: REPRESENTED CLASSIFICATIONS .....</b>	<b>47</b>
<b>APPENDIX B: SCHEDULE OF COMPENSATION .....</b>	<b>.....</b>

[Comment: the schedule will be attached in a separate document]

## **I: ENTIRE AGREEMENT**

This Agreement is entered into by the Superior Court of California, County of San Francisco, hereinafter “Court” and the Service Employees’ International Union, Local 1021, hereinafter “Union.” References may be made to the City and County of San Francisco, hereinafter referred to as “City.” It is agreed that the delivery of Court services in the most efficient, effective, and courteous manner is of paramount importance to the Court, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

Throughout this agreement, the term “days” shall refer to calendar days unless otherwise specified in the text of the applicable section.

## **II: SCOPE OF AGREEMENT**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of the employees in Representation Unit SC-4, have exchanged freely information opinions and proposals, and have endeavored to reach agreement on matters relating to the employment conditions and employer-employee relations of such employees. This Agreement sets forth the full and entire understanding of the parties on these matters. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

## **III: RECOGNITION**

### **A. Classifications Currently Represented**

The Court acknowledges that the Union has been certified as the recognized employee representative for the classifications listed in Appendix A and employees in these classifications perform duties for the Superior Court of California, County of San Francisco. The provisions of this Agreement shall apply only to said employees to the extent authorized by law.

### **B. Placement of New Classifications**

Any new or amended non-supervisory classification or reclassification not claimed by another Union and related to SEIU represented classes shall be automatically assigned to a bargaining unit represented by SEIU. The Union will be notified within seven (7) calendar days of any such assignments.

Whenever a new class is created which is the result of consolidation or splitting off one or more former classes, and in those instances when the duties and responsibilities of the new class(es) are the same or similar to those of the former class(es), then the bargaining unit assignment and representation shall continue to be the same for the former class(es) without notice and appeal procedures.

The Court Executive Officer shall determine the appropriate bargaining unit for all classifications in the Court. The Court Executive Officer, or designee, shall designate positions as managerial or confidential, as needed.

C. Applicability of the Agreement to all Newly Recognized Classifications.

The terms and provisions of this Agreement shall also be automatically applicable to any classifications for which the Union becomes appropriately recognized during the term of this agreement. Such classifications shall also receive the appropriate differentials and premiums applicable to related classifications.

Issues related to the impact of classification decision on those economic terms and conditions of employment under the control of the Court and covered in this agreement shall be subject to negotiation.

#### **IV: INTENT**

It is the intent of the parties signatory hereto that the provisions of this Agreement shall become binding upon adoption or acceptance by the Executive Committee of judges of the Court and ratification by the general membership of the Union, or upon impasse, the parties agree to follow the process as set for the Court Personnel Rule 16.10, or the subsequent rule number describing the same subject.

Pursuant to the provisions of the Trial Court Employees Protection and Governance Act (SB 2140), the Court agrees to meet and confer with the Union in advance regarding any proposed changes in working conditions or economic matters within the scope of representation except as provided elsewhere in this Agreement.

#### **V: UNION SECURITY**

A. Application

Except as provided otherwise herein, the provisions of this Section shall apply to all employees in classifications listed in Appendix A, except those employees who are



employed for less than 20 hours per week. The provisions of this Section shall not apply to management, confidential or supervisory employees.

The Court Executive Officer of the Court, or designee, shall designate position(s) as management, supervisory or confidential.

Designation(s) of position(s) as management, supervisory or confidential shall result in termination of agency shop fees if applicable.

B. Agency Shop

For the term of this Agreement, all current and future employees of the Court, as listed in Appendix A, shall, as a condition of continued employment, become and remain members of the Union or, in lieu thereof, shall pay a service fee to the Union. Such a service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours, and other terms and conditions of employment.

C. Religious Exemption

Any employee in a classification listed in Appendix A hereof, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of membership and historical objection satisfactory to the Court and the Union, be relieved of any obligation to pay the required service fee.

D. Payroll Deductions

The Union shall provide the Court with a complete list of the classifications subject to this Section represented by the Union and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Court may take up to 30 days to implement such changes. The Court shall arrange that the required membership fee or service fee payroll deductions are made solely for the Union representing the employee's classification as designated on the list submitted by the Union. An employee may, on a voluntary basis, request a payroll deduction for Union membership in another union, in addition to the service fee deduction.

Each pay period, the Court shall arrange to make membership fee or service fee deductions, as appropriate, for the regular periodic payroll warrant for each employee described in Appendix A hereof.

Service fees from nonmembers shall be collected by payroll deduction in accordance with San Francisco Administrative Code Section 16.90. Failure to comply with this Section shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payment.

Effective with the first complete pay period worked by an employee newly employed in a classification described in Appendix A hereof and each pay period thereafter, the Court shall arrange to make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee.

Nine (9) working days following payday the Court will arrange promptly to pay over to the Union all sums withheld for membership or service fees. The Court shall also arrange to provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the union monthly.

Nothing in this Section shall be deemed to have altered the Court's current obligation to make insurance program or political action deductions when requested by the employee.

The Union shall be entitled to collect, through the payroll deduction method, membership dues, (COPE deductions), and any special membership assessments, and through that system, may make changes as may be required, from time to time. The Union shall give the Court appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

E. Exempt Employees

Employees covered by this Agreement not subject to the agency shop requirement set forth above and who have voluntarily joined the Union shall, for the administrative convenience of the parties, be permitted to revoke an authorization for the deduction of union dues during the month of January of any year only. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. Mail to the Controller, 875 Stevenson Street, Room 235, San Francisco, CA 94103. The City shall deliver a copy of any revocation notice to the Union not later than March 1.

F. Financial Reporting

Annually, the Union, will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonable prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

G. Indemnification

The Union agrees to indemnify and hold harmless the Court and the City for any loss or damage arising from the operation of this Agreement.

## VI: STEWARDS

- A. The Union shall furnish the Court with an accurate list of shop stewards in areas as designated by the Union within 30 days of ratification of this agreement and again each April 1st for the duration of this agreement. The Union may submit an amendment to the list at any time. An employee has no status as a steward unless the Court has received verification in writing from the Union that the employee is a steward in a given area.
- B. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
- C. Upon notification of an appropriate management person, stewards and designated officers of the Union, subject to management approval, which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and disciplinary appeals. The Union will attempt to insure that shop steward release time will be equitably distributed. Normally one steward will be sufficient for a single investigation of a grievance appeal.
- D. In emergency situations, where immediate disciplinary action must be taken the shop steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure or disciplinary appeals.
- E. Shop stewards shall not interfere with the work of any employee. A shop steward may interview an employee during the employee's regular work time in order to investigate or process a grievance or disciplinary appeal with the approval of the employee's supervisor, which shall not unreasonably be withheld.

- F. Stewards shall be responsible for the performance of their workload, consistent with release time approved pursuant to rules established herein.
- G. Stewards and SEIU field representatives shall receive notice of the employment of a new employee on the first day of employment and shall be permitted to contact the new employee on or after the second day of employment in order to distribute union materials and to discuss employee rights and obligations under this Agreement. The Court shall provide the name and contact information including the department and classification of the employee.
- H. Any meeting of a shop steward and supervisor shall be held in private surroundings and shall be held in a quiet and dignified manner.
- I. In the event of a newly ratified MOU, within ninety (90) days of ratification, up to six (6) stewards shall be permitted up to four (4) hours of release time for purposes of attending a training for the group regarding new provisions.

## **VII: NON-DISCRIMINATION**

The Court and the Union agree that this Agreement shall be administered in a non-discriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of any ground prohibited by local, state or federal law, including race, color, creed, religion, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), sex, sexual orientation, national origin, physical or mental disability, medical condition, genetic characteristics or information, age, military service, veteran status, political affiliation or opinion, union membership or activity, or non-membership, nor shall a person be subject to sexual harassment. The Court will abide by both federal and state law. Alleged violations of this section can be pursued through the Grievance Procedure herein. Steps in that procedure may be waived by mutual agreement of the parties.

## **VIII: COURT'S RIGHTS**

Except for those rights which are abridged or limited by this Memorandum of Understanding, all rights are reserved to the Court.

Consistent with this Memorandum of Understanding (MOU), the rights of the Court shall include, but not be limited to, the right to determine the mission of the Court, its divisions and work units; to maintain the efficiency of Court operations; to set standards of service; to determine, consistent with the Government Code, California Rules of Court, and Court Personnel Rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means and

personnel by which Court operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The Court has the right to make reasonable rules pertaining to employees consistent with this MOU.

## **IX: GENERAL PROVISIONS**

### **A. No Strike/No Lockout**

During the term of this MOU neither the Union nor its agents, nor any unit SC4 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Court.

The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

The Court agrees not to conduct a lockout against any of the employees covered by this Agreement during the term of this Agreement.

### **B. Supersession**

All existing rules, regulations, standards, and policies of the Court are hereby incorporated into this MOU. However, if any other provision of this MOU alters or is in conflict with any rule, regulation, standard, or policy of the Court, which is subject to meet and confer, the MOU shall be controlling and supersede said rule, regulation, standard, or policy.

### **C. Contracting Out**

It is not the intention of the Court to contract out any bargaining unit work during the term of this agreement. The Court will not transfer work or contract out work currently performed by SEIU-represented employees to any other bargaining units.

## **X: GRIEVANCE AND DISCIPLINE PROCEDURES**

### **A. Definition**

A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement, and/or certain types of discipline or discharge, as

specified. A disciplinary grievance involving an action which results in a property loss, i.e. monetary loss, shall be specifically referred to as a “property loss” disciplinary action or grievance from such disciplinary action. A grievance regarding a disciplinary action that does not involve the loss of property or future loss of property shall be limited to the first three formal levels of review as defined in this section and shall not be eligible for arbitration. A grievance involving the interpretation or implementation of any section of this contract shall be subject to final and binding arbitration.

B. Grievance Description

The Union and Court agree that the following guidelines will be used in the submission of grievances:

- The basis of the grievance as known at the time of submission;
- The section(s) of the contract which the Grievant believes has(have) been violated
- The remedy or solution being sought by the Grievant.

C. Informal Discussion

All grievances must be initiated at the Informal Discussion step of this grievance procedure. A grievance affecting more than one employee shall be initiated with the management official having authority over all employees affected by the grievance within fifteen (15) working days of the facts or event giving rise to the grievance, or within fifteen (15) working days from such time as the employees should have known of the occurrence thereof. In the event the Court disagrees with the level at which the grievance is filed it may submit the matter to the step it believes is appropriate for consideration of the dispute.

An employee having a grievance must first discuss it with the employee’s immediate supervisor, within fifteen (15) working days of the facts or event giving rise to the grievance, or within fifteen (15) working days from such time as the employee should have known of the occurrence thereof, to try to work out a satisfactory solution in an informal manner. In the cases alleging sexual harassment, the time limit during which to file a grievance shall be extended to four (4) calendar months. The employee may have a representative at this discussion. The Informal Discussion shall be automatically waived in a property loss disciplinary action grievance.

D. Formal Employee Grievance Procedure

Step 1 – Immediate Supervisor

If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the employee shall submit

a written statement of the grievance to the immediate supervisor within fifteen (15) working days of the informal discussion taking place. In the cases alleging sexual harassment, the time limit during which to file at the first formal level shall be four (4) calendar months from the date of the facts or event or from such time as the employee should have known of the occurrence thereof. The First Formal Level Review (Step I) shall be automatically waived in a property loss disciplinary action.

The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He/she shall respond in writing within five (5) working days of receipt of the written grievance.

#### Step II – Division Chief or equivalent

If the grievance is not satisfactorily resolved in Step I, the grievance shall be submitted in writing, containing a specific description of the basis for the claim and the resolution desired, and submitted to the Division Chief or equivalent within five (5) working days from receipt of the first formal level response. The Division Chief or equivalent shall schedule a meeting with the grievant within five (5) working days from receipt of the written grievance. This meeting may be waived by mutual agreement. The Second Formal Level Review (Step II) shall be automatically waived in a property loss disciplinary action grievance.

The Division Chief or equivalent shall, within ten (10) working days of the meeting taking place or the date the meeting was waived by mutual agreement, to respond in writing to the grievant, specifying his/her reason(s) for concurring with or denying the grievance.

#### Step III – Court Executive Officer

- a. Grievances that do not involve property loss or future property loss disciplinary actions:

If the decision of the Division Chief or equivalent is unsatisfactory in Step II, the employee may, within five (5) working days after receipt of the Division Chief or equivalent's decision, submit the grievance to the Court Executive Officer.

The Court Executive Officer shall schedule a meeting with the grievant within five (5) working days from receipt of the written grievance. This meeting may be waived by mutual agreement. The Court Executive Officer shall have fifteen (15) working days after the meeting taking place

or the date the meeting was waived by mutual agreement, in which to review and seek resolution of the grievance and respond in writing.

Subject to applicable law, the Court Executive Officer shall have authority to settle grievances at this step. The Court Executive Officer's decision will constitute the final level of all disciplinary action grievances that do not involve a property loss to the employee.

b. Property loss disciplinary action grievances:

In cases of appeal to a property loss disciplinary action, the initial level of review will be the Court Executive Officer, or designee. In such an action, the employee shall be provided with the following, at least ten (10) working days prior to the effective date of the action being imposed:

- (1.) A written notice of the proposed action; and
- (2.) The reasons for the proposed discipline; and
- (3.) A copy of the charges and the materials upon which the action is based; and
- (4.) The right to respond, within ten (10) 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 presentation is determined by the grievant. The grievant is entitled to representation. The decision of the Court Executive Officer, or designee, to confirm, amend, or revoke the disciplinary action shall be rendered prior to the effective date of the disciplinary action.

Within thirty (30) calendar days of receipt of the notice of disciplinary action involving a property loss, the employee may file a formal grievance directly to the Court Executive Officer or designee (Step III) of this grievance procedure, whether or not the employee chooses to respond to the charges. In such a grievance, the employee must state in writing the reasons for the grievance, the facts supporting the grievance and the remedy sought by the grievant.

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

#### Step IV – Arbitration



Should there be no satisfactory resolution at Step III, the employee has the right to submit the grievance to arbitration within thirty (30) calendar days of receipt of the Step III response. Disciplinary Actions that do not include a property loss, i.e. monetary loss, may not be filed at or above this level.

a. Selection of the Arbitrator

The employee files a request for Arbitration with the Court Executive Officer of the Court. The Court shall, 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, contact the State Mediation-Conciliation Service and obtain a randomly selected listing of seven (7) arbitrators. From this listing, the parties shall alternately strike from said List until a single name remains, and said arbitrator shall be designated to hear the matter. Which party deletes the first name in the alternating process shall be determined by lot.

The parties must commence scheduling the arbitration within thirty (30) calendar days of receipt the arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within ninety (90) calendar days of his/her selection. Should the designated arbitrator be unable to comply with this requirement, the parties shall by mutual agreement commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.

b. Duties and Powers of the Arbitrator

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.

The hearing shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence.

The parties shall have the right to call witnesses and present evidence. The Court shall be required to release trial court employees to testify at the hearing.

The Arbitrator shall have the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided 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.

c. Arbitrator's Decision

For grievances based upon alleged violations of this labor agreement and *not* related to disciplinary actions, the decision of the Arbitrator shall be final and binding on all parties. In such cases, the grievance is completed at this level and cannot be submitted to Step V.

For grievances based upon property loss disciplinary actions, the Arbitrator shall render a recommendation based upon the evidence provided during the arbitration process and hearing to the Court Executive Officer, as described in Step V.

The parties shall encourage the arbitrator to render his/her recommendation within forty-five (45) calendar days following the receipt of closing arguments or briefs.

d. Expenses of Arbitration

Each party shall bear its own expenses therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required, except in the appeal to a property loss disciplinary action procedure. In those cases, if the Arbitrator disagrees with the Court's disciplinary decision, the trial court shall furnish a certified copy of the record of proceedings before the Arbitrator to the employee or, if the employee is represented by a recognized employee organization or counsel, to that representative, without cost.

Step V. – Review by Court (used for property loss disciplinary action grievances only)

The recommended decision of the arbitrator shall be submitted to the Court Executive Officer for review.

- 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 recommendation, unless the Court and employee mutually agree to a different time frame.
- 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.
- 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:
  - (1.) The recommendation places an employee or the public at an unacceptable risk of physical harm from an objective point of view.
  - (2.) The recommendation requires an act contrary to law.
  - (3.) The recommendation obstructs the Court from performing its constitutional or statutory function from an objective point of view.
  - (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.
  - (5.) The recommendation is contrary to past practices in similar situations presented to the Arbitrator that the Arbitrator has failed to consider or distinguish.
  - (6.) From an objective point of view, and 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.

- d. If the Court's review results in rejection or substantial modification of the hearing officer's recommendation, then the review shall be conducted by an individual other than the disciplining officer.

#### Step VI. - Writ

An employee may challenge the decision of the Court, rejecting or modifying the hearing officer'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 hearing officer's recommendation, the reviewing court shall be bound by the hearing officer's material factual findings that are supported by substantial evidence.

#### E. Time Limits

The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. Steps are skipped only with the express, prior approval of both parties, unless specified in this section.

All time limits referred to in this section are binding on each party.

Any deadline date under this procedure that falls on a Saturday, Sunday or Holiday, shall be continued to the next business day.

#### F. Rights of Individuals

An employee may not be disciplined 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.

### **XI. PERSONNEL FILES AND RECORDS**

The Court will follow applicable laws governing personnel files.

## **XII: HOURS OF WORK**

### **A. Standard Work Schedules**

#### **1. Standard Work Day**

Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8), consecutive hours of work, broken by rest periods and lunch period as detailed in this section, completed within not more than twenty-four (24) hours.

#### **2. Standard Work Week**

A standard work week is a tour of duty of worked hours on each of five (5) consecutive 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 consecutive working days in conjunction with changes in their work shifts or schedules.

Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two (2) hours.

Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter hour.

### **B. Alternate Work Schedule**

Employees, subject to approval by the Court Executive Officer or designee, may voluntarily elect to work an alternate work schedule administered pursuant to the Superior Court Employee Handbook, (aka Employee Reference Guide) Section 4, or the subsequent rule number describing the same subject. Requests for alternate work schedules shall not be denied in an arbitrary or capricious manner, but are solely at the discretion of the Court. 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.

C. Voluntary Reduced Work Week

Employees, subject to approval by the Court Executive Officer or designee, may voluntarily elect to work a reduced work week for a specified period of time. Pay, vacation, holidays and sick pay shall be prorated in accordance with such reduced work week. In order to maintain eligibility for benefits, such as health and dental benefits, an employee must work 20 or more hours per week. If an employee works less than 20 hours per week, benefits may not be provided at the discretion of the Court. 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.

D. Rest Periods and Lunch Breaks

Within various work schedules outlined as standard or alternate in this section, employees may take one rest period (break) of 15 minutes during each four to five hour block of time the employee works, at a time approved by the manager. Breaks may be combined with lunch for a longer lunch period, with the approval of the manager, but may not be combined with the beginning or ending of the shift to start late or leave early, even with the approval of the manager. Break time is included within the 40 hour work week and the employee is compensated for break time. Therefore, breaks not taken during the appropriate period cannot be accumulated or taken on other days. As the employee is already compensated for break time, the absence of a break does not constitute time owed to the employee for the purposes of the calculation of overtime or compensating time off.

Each employee must take a lunch period of not less than 30 minutes each day following not more than five hours of work time. The lunch period is not included in the 40-hour work week, for standard day shift employees. The length and timing of the lunch break is determined by the manager in conjunction with the work schedule approved. Employees may not work through lunch and leave early, nor make up for tardy arrival by missing the required lunch period.

The lunch period is included in the 40-hour work week for night shift employees and day shift employees working on Saturdays, Sundays and holidays only, as they are expected to remain in the building and be available for coverage during their entire assigned shift.

E. Variable Work Schedule

Employees, subject to approval by the Court Executive Officer or designee, may voluntarily elect to work a variable work schedule administered pursuant to the Superior Court Employee Handbook, (aka Employee Reference Guide) Section 4, or the subsequent rule number describing the same subject. Requests for variable work schedules shall not be denied in an arbitrary or capricious manner, but are solely at the discretion of the Court. The Court shall respond in writing within 30 calendar days to such requests.

### **XIII: HOLIDAYS**

#### **A. Holidays**

In addition to those days designated as Court holidays and listed below, employees shall receive four (4) additional holidays to be taken on days selected by the employee subject to the approval and sole discretion of the court. Employees must complete six (6) months continuous service before receiving the additional days, provided that all part-time employees who are not regularly scheduled, but are employed on an as needed, irregular intermittent or other irregular basis are ineligible for the additional days.

In addition to those days authorized in the preceding paragraph, covered employees who are eligible to receive the days described above, shall also receive two (2) additional floating holidays, on a “one time only basis” upon ratification, to be used prior to June 30, 2016; and two (2) one-time-only floating holidays on July 1, 2016, to be used prior to June 30, 2017.

The following days are designated as holidays:

- January 1 (New Year’s Day)
- The 3<sup>rd</sup> Monday in January (Martin Luther King, Jr’s Birthday)
- The 3<sup>rd</sup> Monday in February (President’s Day)
- Lincoln’s Birthday
- Cesar Chavez’s Birthday
- The last Monday in May (Memorial Day)
- July 4<sup>th</sup> (Independence Day)
- The 1<sup>st</sup> Monday in September (Labor Day)
- The 2<sup>nd</sup> Monday in October (Columbus Day)
- November 11<sup>th</sup> (Veteran’s Day)
- Thanksgiving Day
- The day after Thanksgiving
- December 25<sup>th</sup> (Christmas Day)

And any other day specified by the Judicial Council pursuant to CCP 135.

#### **B. Holiday Compensation for Time Worked**

##### **1. Holiday Compensation for Time Worked**

Employees required to work on any of the above-specified holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be granted time off equivalent to the time worked at the rate of time and one-half (1-1/2) the rate.

2. Holidays for Employees - Work Schedules Other Than Monday - Friday

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. 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.

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 appropriate employer representative. 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 fewer holidays than an employee on a Monday through Friday work schedule.

3. Ten and Nine Hour Employees

Ten (10) and nine (9) hour employees shall receive full holiday compensation for eight hours and straight time for any remaining hours worked during a regularly scheduled shift which falls on a holiday.

C. Holiday Pay for Employees Laid Off

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.

D. Employees Not Eligible for Holiday Compensation

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 on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

E. Part-time Employees Eligible for Holidays

Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays on a proportionate basis.

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.

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 requested by the employee and be subject to the discretionary approval of the Court Executive Officer, or designee.

#### **XIV: VACATION**

##### **A. Definitions**

“Continuous service” for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.

##### **B. Award and Accrual of Vacation**

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.

An employee does not accrue vacation allowance in the first year of continuous service. However, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year up to a maximum of 80 hours. Starting with the one-year anniversary date of continuous service, an employee earns .0385 hours of vacation credit each pay period for each hour of paid time in the pay period, up to a maximum of 80 hours per year.

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 .0577 hours of vacation credit each pay period for each hour of paid time in the pay period, up to a maximum of 120 hours per year.

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 .0770 hours of vacation credit each pay period for each hour of paid time in the pay period, up to a maximum of 160 hours per year.

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 .03848 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed eighty (80) hours. (The 20<sup>th</sup> year vacation allotment applies to current employees who upon ratification have 20 years or more of continuous service.)

The maximum number of vacation hours an employee may accrue consists of two hundred and forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement, which is based on the number of years of service. 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

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.

## **XV: SICK LEAVE**

### A. Definitions

“Continuous service” for sick leave allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.

### B. Award and Accrual of Sick Leave

Permanent employees and temporary employees with a specified term of longer than 90 days accrue—but may not use—sick leave until 90 days from the first day of employment after the earned time is credited per the following paragraph.

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. After the first 90-days of employment and thereafter, 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.

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.

In accordance with California's Paid Sick Leave law, an employee may use paid sick leave for one of the following reasons:

1. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
2. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
  - a. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
  - b. Spouse or Registered Domestic Partner
  - c. 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.)
  - d. Grandparent
  - e. Grandchild.
  - f. Sibling.
3. 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:
  - a. A temporary restraining order or restraining order.
  - b. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
  - c. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
  - d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
  - e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
  - f. 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.

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 service or disability retirement as described below in C. Wellness Incentive Program.

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. However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the Court before any paid sick leave can be used.

C. Wellness Incentive Program

Any full time employee leaving the employment of the Court upon service or disability retirement may receive payment for a portion of accrued sick leave credits at the time of separation. Part time employees may also participate on a proportional basis.

The amount of this payment shall be equal to two and one half percent (2½%) of the sick leave credits at the time of separation times the number of whole years of continuous employment times the employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.

Example of Calculation:

Employee A retires with 20 years of service.  
Employee A has a sick leave balance of 500 hours.  
Employee A has a base salary rate of \$25.00 per hour at the time of separations.  
Wellness Incentive = 2.5% for each year of service X 20 years of service = 50%  
50% X 500 hours = 250 hours.  
250 hours X \$25.00 (base salary at time of separation) = \$6,250.00

The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.

A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

D. Attendance Alert

If it appears that an employee is abusing sick leave, the supervisor or manager will discuss the issue with the employee and counsel him/her as appropriate. If the issue is not resolved after the discussion, an employee may be placed on attendance alert for excessive or suspicious patterns of using sick leave. Examples of excessive or abusive patterns of using sick leave may include—but are not limited to:

- Using sick leave at the same rate it is accrued;
- Using sick leave repeatedly on the same day of the week or month;
- Using sick leave repeatedly in conjunction with a holiday, vacation, floating holiday, or weekend;
- Continually exceeding the amount of sick leave earned.

Legally protected absences, such as those covered by the Family Medical Leave Act or the California Family Rights Act, shall not be included in the calculation of leave that may be counted as excessive or suspicious.

E. Verification of Sick Leave

An employee taking more than five (5) consecutive, scheduled work days as sick leave is required to provide a note from a medical provider upon return to work. An employee on attendance alert must follow the written requirements outlined by his or her supervisor.

## **XVI: TRANSFER OF LEAVE CREDITS**

Covered employees may transfer leave credits from sick leave to vacation or vice versa under the following conditions:

No other leave balances may be used for transfer.

The transfer may not exceed one complete block of 80 hours per fiscal year per employee. The transfer can be from one balance to the other in one block and in either direction per fiscal year.

The cap on either balance may not be exceeded with the transfer of credits.

A transfer will only be allowed if the employee still has a minimum balance of 40 hours in the “from” leave type after the transfer has taken place.

## **XVII: BEREAVEMENT LEAVE**

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, brother, sister, in-laws, grandchild, stepchild, or adopted child, legal guardian, any person who is permanently residing in the household of the employee, or any other person to whom the employee may be reasonably deemed to owe respect. Such bereavement leave shall be authorized for up to three (3) regular workdays (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, or designee, may authorize the use of existing leave credits or 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.

## **XVIII: LEAVES OF ABSENCE**

Leaves of absence shall be administered pursuant to Superior Court Personnel Rule 18, or the subsequent rule number describing the same subject, unless such provisions are in conflict with federal or state law or other portions of this Agreement.

## **XVIX: REDUCED WORK WEEK**

### **A. Impact on Benefits**

Employees in any classification who, with the discretionary approval of the Court Executive Officer, elect to work a reduced week for a specific period of time shall have their pay, vacation, holidays and sick pay and any other benefits reduced in accordance with such reduced workweek.

### **B. Part-time Work Schedules.**

Salaries for part-time services shall be calculated upon the compensation for normal work scheduled proportionate to the hours actually worked.

## **XX: VOLUNTEER/PARENTAL/LEGAL GUARDIAN PAID RELEASE TIME**

Represented employees shall be granted four (4) hours per semester release time in the sole discretion of the Court during normal working hours to attend parent teacher conferences and shall be paid their regular salary not including any additional premium or overtime pay. Further, employees shall be granted additional release time for the same purpose commensurate with state law, however, said additional time shall not be paid, unless supplemented with the employee's own leave credits, e.g. vacation time, following standard approval procedures for such time off.

## **XXI: CATASTROPHIC LEAVE PROGRAM**

The Court will follow the catastrophic leave program of the City and County of San Francisco.

## **XXII: JURY DUTY**

An employee excused from work on a work day on which he/she performs jury service shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings not including premium pay. An employee must notify his/her immediate supervisor of the potential jury duty at least 20 working days prior.

For possible same-day, afternoon jury service in counties other than San Francisco, an employee may request from his/her supervisor not to report to work that morning, while the employee awaits final confirmation from his/her home county about the potential same-day, afternoon jury service. The supervisor must first approve the employee's request for the employee not to report to work in the morning. If the employee performs jury service that afternoon, the entire workday will be considered jury duty. If the employee does not perform jury service that afternoon, the employee may elect the day as unpaid or paid by using his/her accrued leave credits to cover the absence from work.

## **XXIII: PAYROLL PROCEDURES**

### **A. Recovery of Overpayment**

Should recovery of overpayment of salary or wages be necessary, the Court will make every attempt to minimize the hardship for the employee.

The schedule of recovery of any overpayment shall be made by mutual agreement between the Court and the employee. In the absence of a mutual agreement, the Court may recover no more than 20% of the total amount in any one biweekly paycheck.

In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:

1. No Check On Pay Day For The Pay Period.

Highest priority, full check to be issued as quickly as possible, within two (2) working days if Court's payroll office is notified before noon on payday

2. Check On Pay Day Is 10% Or More Short Of Total Due For Pay Period.

Second priority, correcting payment to be issued as quickly as possible with the goal of three (3) working days of report to payroll.

3. Check On Payday Is Less Than 10% Short Of Total Due For Pay Period

Third priority, correcting payment to be issued as quickly as possible, with a goal of within ten (10) working days of report to payroll.

B. Direct Deposit of Paychecks

At the request of an employee, the Court shall arrange for the electronic transfer of net pay earned at no cost to employee to the financial institution of the employee's choice so that funds are available on payday.

## **XXIV: SALARY STEP PLAN AND SALARY ADJUSTMENTS**

A. Salary Step Plan.

Appointments may be made at any step in the compensation schedule at the sole discretion of the Court, except as otherwise provided herein.

Promotional Appointment in a Higher Class – An employee or officer who has completed the first year of service with the Court, and who is there-after appointed to a position in a higher classification deemed to be promotional in the sole discretion of the Court Executive Officer shall have his/her salary adjusted to that step in the promotional class as follows:



1. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotional class, the employee's salary in the promotional class shall be adjusted to two (2) steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the appropriate classification.
2. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotional classification, the employee shall receive a salary step in the promotional classification which is closest to an adjustment of 10% above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotional class.

B. Longevity Increases

Employees who have completed five (5) years of continuous service at the maximum salary step in a classification within the Court or have completed 10 years of continuous service in the classification, whichever is less, shall be granted an additional thirty (30) cents per hour longevity increment. An employee who voluntarily moves to another classification shall not be eligible for longevity pay until he/she has served five-5 years of continuous years at the maximum salary step in the new classification or completed 10 years of continuous service for the Court in the new classification, whichever is less. An employee who received longevity pay as of June 30, 2000 shall continue to receive longevity pay unless he/she voluntarily moves to another classification. For the purposes of this section, movement between classes covered by this agreement due to the reclassification project would be considered an involuntary movement between classes and would not revoke any longevity pay being received.

C. Compensation Upon Reemployment

1. Reemployment In an Intermediate Classification

An employee who has completed the first year of employment with satisfactory service in a promotional appointment that is two or more steps higher in an occupational series than the position from which promoted and who is subsequently laid off and returned by discretionary action of the Court to a position in an intermediate ranking classification shall receive a salary based upon actual service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

2. Reemployment In a Formerly Held Classification

An employee who is laid off and is returned by discretionary action of the Court to a classification formerly held shall receive a salary based upon the original appointment date in the classification to which the employee is returned.

**XXV: SENIORITY INCREMENTS**

A. Advancement Through Salary Steps

Employees shall advance to the next step in a series upon satisfactory completion of two thousand eighty (2,080) hours worked and to each successive step upon satisfactory completion of an additional two thousand eighty (2,080) hours of service. For the purposes of this section, hours worked includes any paid absences, such as vacation, paid sick leave, etc., and includes unpaid time off only for either approved worker's compensation leave or military leave supported by military orders. The required hours do not include any time worked in addition to those hours normally scheduled, such as paid overtime. Unpaid hours, except those previously exempted will be deducted from the required hours to be met whenever a period of continuous unpaid time off exceeds two calendar months. In such circumstances, the entire period of leave will not be counted as time worked toward meeting the requirement.

B. Date Increment Due

Increments shall begin to accrue on the next day following completion of required service as an employee in the class.

C. Lay-Off

An employee who is (1) "laid off" after the first year of satisfactory service in a Court classification, (2) immediately and continuously employed in another Court classification, and (3) thereafter re-employed in his/her former classification without a break in service, shall, for the purposes of determining salary increments, receive credit for time served while laid off from his/her appointment.

**XXVI: WAGES**

The wage rates for the employees covered by this Agreement shall be rounded to the nearest salary schedule, used by the City and County of San Francisco. Any percentage change amount granted at any time under this article will be rounded to the nearest salary range on the standard compensation tables used by the City and County of San Francisco. The Court will prepare a

salary schedule to reflect the appropriate compensation for each employee covered by this Agreement and attach it to the Agreement as an appendix.

Upon ratification, represented employees, who are on paid status, or who return to paid status within the 2015-2016 Fiscal Year, shall be eligible to receive a one-time payment of \$3,000. This amount will not be considered income for retirement purposes. Within 5 working days of ratification by the corresponding executive bodies for the Court and for SEIU, the Court will request that the City and County of San Francisco's Controller's Office process this payment.

Effective July 1, 2016, represented employees, who are on paid status, shall be eligible to receive an ongoing wage increase of 3%.

## **XXVII: OVERTIME COMPENSATION**

Overtime pay shall be provided in conformance with the Fair Labor Standards Act.

### **A. Rate of Overtime Pay**

Any covered employee who is assigned to work overtime as defined above shall be compensated at the overtime rate of one-and one-half times the base hourly rate.

### **B. Compensatory Time**

Employees who are assigned to work overtime as defined shall be paid in salary, unless the individual employee requests and the Court Executive Officer in his or her sole discretion grants compensatory time off in lieu of paid overtime. Compensatory time shall be earned at the rate of time and one-half (1 ½) time earned.

Any compensatory time earned but not used at the end of each fiscal year or at the time of an employee's retirement shall be paid in cash.

## **XXVIII: ADDITIONAL COMPENSATION**

### **A. Bilingual/sign Language Interpreter Pay**

Employees who are assigned to a "designated bilingual position" for less than forty (40) hours biweekly shall be granted additional compensation of forty dollars (\$40) biweekly. Any employee assigned as a "designated bilingual position" who translates forty (40) hours or more biweekly will be granted additional compensation of sixty dollar (60) biweekly. A "designated bilingual position" is a position, which shall be designated by the Court, which

requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

B. Callback Pay

Employees called back to their work locations shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's workday shall not be adjusted to avoid the payment of this minimum.

C. Employees Covered by Former Word Processing Premium

Employees who received a word processing premium in fiscal year 1993-94 shall continue to receive a ninety-one cent (\$0.91) per hour premium above the salary to which they are entitled for such time as they are assigned to and actually work with word processing equipment on assignments that specifically require substantial manipulation of entered data and material by the software being used. No new employee shall receive a word processing premium.

D. Courtroom Clerks in Specialty Departments

The Union believes that certain courtroom assignments may be worthy of additional compensation based upon that assignment. The Court does not agree to this assessment, believes that workload is fluid and ever changing and therefore it may not be possible to determine such additional compensation. Both parties agree that the Court will contract with an outside organization to conduct a study during the life of the agreement to respond to the following.

- Are there identifiable courtroom assignments that are more valuable, for compensation purposes?

The results of the study shall be provided to the Union. The contracting process for this study shall begin no later than July 1, 2008.

Upon receiving the final report of such study, the parties agree that either may reopen the agreement to consider proposals resulting from such study. Any proposal to reopen the Agreement must be within 60 calendar days of receiving the study.

Individuals who, as of July 7, 1997 were receiving an additional \$138 biweekly when regularly assigned as clerk of the Probate, Criminal Master Calendar, Law and Motion, Domestic Relations or Presiding Judge's Department shall continue to receive this premium. This premium will not be extended to employees who are assigned to perform this function after July 7, 1997.

## **XXIX: SHIFT PREMIUM**

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:

This premium shall be paid to employees assigned to the night shift for:

- All hours actually worked, except those worked between 8:00 a.m. and 5:00 p.m. Monday through Friday.
- All hours actually worked on a legal holiday, not including in lieu holidays.
- All hours actually worked on Saturdays and Sundays.
- Hours compensated for time off which have not been actually worked, such as vacation, floating holidays, compensating time off, jury duty, etc., except for sick leave or other credits used in lieu of sick leave.

The premium shall not be paid to employees assigned to the night shift for:

- Hours compensated for time off used for illness related absences, such as sick leave or other credits used in lieu of sick leave.
- All hours worked between 8:00 a.m. and 5:00 p.m. Monday through Friday, except Saturdays, Sundays and legal holidays.

## **XXX: ACTING ASSIGNMENT PAY**

An employee certified in writing by the Court Executive Officer in his/her sole discretion to be working out of class for more than ten (10) consecutive working days shall be entitled to out of class pay after the tenth (10<sup>th</sup>) work day (within a sixty working day period) of such an assignment retroactive to the first day of the assignment as determined by the Court Executive Officer.

An employee so designated by the Court Executive Officer in his/her sole discretion shall be authorized to receive an increase of one salary step above the employee's base salary (except for employees who are at the top step, who shall receive at least five (5) percent more than their base rate) but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Such pay shall be retroactive to the first day of such designated assignment. Premiums based on percent of salary shall be paid at a rate that includes the out of class pay.

Such assignments should not exceed 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.

An employee who believes he or she meets the above criteria for out of class pay, but has not been certified in writing by the Court Executive Officer to receive the pay, should notify, in writing, anyone in his or her direct line of command up to and including—the Court Executive Officer. The notified party shall respond in writing within ten (10) working days.

### **XXXI: REIMBURSEMENT OF TRAINING AND WORK-RELATED EXPENSES**

#### **A. Travel Expenses**

##### **1. Mileage**

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**

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**

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

#### **B. Damaged or Stolen Property.**

An 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.

C. Training Reimbursement

Any employee in a classification listed in Attachment A who has served a minimum of (1) year of satisfactory service may apply for tuition reimbursement in an amount of 100% for courses that, in the sole discretion of the Court, pertains to the duties of a current or higher classification of Court service. Application for reimbursement will be made prior to the date of enrollment and, if approved by the Court Executive Officer, or his/her designee, reimbursement shall be subject to successful completion of the course and availability of funds. Application forms for reimbursement shall be made available through the supervisor. If an employee so reimbursed resigns from the Superior Court within two years following completion of the course, the amount of the tuition reimbursed shall be repaid to the Court. No reimbursement shall be made if the employee is eligible to receive reimbursement for said tuition under a Federal or State Veteran's benefit program or from other public funds.

**XXXII: FINGERPRINTING**

The full cost of fingerprinting, whenever such is required of the employee, shall not be borne by the employee or the Union.

**XXXIII: HEALTH AND WELFARE**

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 and regular work schedules of at least 20 hours per week, are eligible to be enrolled in the Health Service System. Temporary employees appointed for a specified duration of greater than 6 months, and whose regular, work schedules are at least 20 hours per week are eligible to be enrolled in the Health Service System from the beginning of the appointment as if they were permanent employees.

The Court shall not assign temporary employees to work schedules of less than 20 hours per week for the purpose of preventing employees from acquiring health and welfare coverage.

- A. Benefits shall be determined by the Health Service Board and shall be consistent with similarly situated employees of the City and County of San Francisco.
- B. Court Contribution:

The Court shall contribute and continue to contribute biweekly up to the amount listed below for employee and dependent health benefits:

Continuing from prior MOU \$897.00

Effective 1/1/2016: \$942.00  
Effective 1/1/2017: \$989.00

- C. 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.
- D. The aforesaid payments 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.

#### **XXXIV: STATE UNEMPLOYMENT AND DISABILITY INSURANCE**

Upon certification by the Union that one or more classifications covered by this MOU desires to be enrolled in the State Disability Insurance Program, the Court shall immediately take any and all necessary action to enroll such classifications and all employees therein. The Union shall certify to the Court which classifications desire to be enrolled during SDI's quarterly enrollment dates, and the Court shall take necessary action to enroll such employees in time for the next SDI enrollment date.

Once an employee or classification is enrolled in the State Disability Insurance Program, these benefits shall continue for the employer or classification regardless of any reassignment or reclassification which may occur as long as the employee remains represented by SEIU.

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 bi-weekly 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 SEIU bargaining unit, where other members of the bargaining unit are covered by State Disability Insurance shall automatically be covered by SDI.

The Court agrees to continue participating in the State Unemployment Insurance Program, as long as applicable laws so require.



### **XXXV: LONG TERM DISABILITY**

The Court shall arrange for the City to provide to employees with six months continuous service a Long Term Disability (LTD) plan that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five. Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

### **XXXVI: GROUP TERM LIFE INSURANCE**

Effective July 1, 2008, the Court shall arrange with the City to provide on behalf of the Court group term life insurance in the amount of \$25,000 per permanent employee at no cost to the employee.

### **XXXVII: BENEFITS WHILE ON UNPAID LEAVES OF ABSENCE**

The court will cease payment of any and all contributions for employee health and dental 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 Act, other local, state or federal law, or mandatory administrative leave. For mandatory administrative leave, the Court will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status in excess of thirty-six (36) continuous months.

### **XXXVIII: RETIREMENT CONTRIBUTIONS**

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.

Employees shall pay the employee's retirement contribution obligation as 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. The Court shall continue to pay 0.5% for "old plan" members.

## **XXXIX: VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS**

### **A. Policy**

The Court and the Union agree that to the extent that the Court controls such conditions, employees working on video display equipment shall have safe and healthy work environments. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions.

### **B. Physical Plant**

The Court agrees to provide the following physical equipment and work environment for users of video display equipment:

1. When requested by the employee, and subject to the approval of the Court in its sole discretion, effective glare screens shall be supplied by the Court for VDTs;
2. Subject to the approval of the Court in its sole discretion, adjustable chairs, foot rests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress shall be supplied by the Court ;

Subject to the approval of the Court in its sole discretion, optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided by the Court.

## **XL: JOINT LABOR MANAGEMENT COMMITTEE**

The Court and the Union, SEIU 1021, acknowledge their responsibility to pursue their common goal to provide the public with high quality service and equal access to the courts while also maintaining better day-to-day communications with one another. In recognition of both parties' mutual willingness to resolve problems and effectively maintain stable labor-management relations, a Joint Labor Management Committee (LMC) will be established under the following conditions:

- A. There will be not more than six (6) Union representatives present, unless a greater number is mutually agreed upon in advance.

- B. The LMC will meet two hours once a month or alternatively by mutual agreement. Representatives on the LMC shall be granted release time with pay when participating in LMC meetings during their normal work schedule, subject to operational requirements. The schedule of the meetings shall be established with sufficient advance notice to accommodate normal operational requirements.
- C. The Union must provide a written agenda to the Court not less than two (2) working days in advance of the meeting, specifying topics to be discussed. Likewise, the Court may propose agenda items with two (2) working day's notice to the Union. Neither party may reject items proposed by the other party for discussion and consideration. If both parties have no agenda for the monthly meeting, the LMC will agree to meet at the next mutually agreed upon meeting.
- D. The purpose and intent of the LMC shall be to address workplace issues deemed to be relevant by either party.
- E. The Court Executive Officer and/or the designated executive manager/administrator shall respond in writing within two weeks to recommendations from the Labor Management Committee.
- F. No recommendations made by the committee or accepted by the CEO shall amend or modify the terms of this agreement, except as mutually agreed in writing by the Union and the Court.

**XLI: APPLICATION AND NOTICE OF EXAMINATIONS FOR CLASSIFICATIONS COVERED BY THIS AGREEMENT**

Every applicant for an entrance or promotional examination must possess and maintain the qualifications required by law and by the announcement of the examination for which applied. Experience gained in violation of a Superior Court Rule will not be recognized.

No employee may participate in an examination for a class in which the employee has current permanent appointment status except with the approval of the Court Executive Officer.

A. Time for Filing

An applicant is a person who has filed an application for examination within the time limits specified in the announcement of the examination for which the applicant applied. Verification shall be the official time receipt of the Human Resources Office. Examination announcements shall not be distributed after the end of the filing period.

B. Additional Notice of Promotional Opportunities

Notices of promotional examinations shall be distributed by the Human Resources Office using any method of distribution to insure that employees are properly notified. (i.e. electronic mail, bulletin boards, etc.)

C. Application Custody

Applications and supporting documents become the property of the Superior Court when received. Return of such documents shall require the approval of the Court Executive Officer.

D. False Statements by Applicants

Significant false statements, whether intentional or unintentional, made or permitted by any applicant on the application or in the qualifications appraisal interview may result in the exclusion by the Court Executive Officer of such person from any examination, the removal of the applicant's name from the Superior Court eligible list.

E. Names Not to be Made Public

The names of applicants for any examination shall not be made public prior to announcement of the results of the examination. Names of participants who fail in any examination shall not be made public.

F. Notice of Examinations

1. Official notice of examinations will be posted on the following bulletin boards of the Superior Court:

Room 208, Civic Center Courthouse  
Employee Lunchroom, Civic Center Courthouse  
Room 101, Hall of Justice  
Room 101, Youth Guidance Center  
Electronic Bulletin Board at the Website for the Court at  
[www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org).  
And any other posting locations deemed appropriate by the Court's  
Human Resources Office.

2. Notice of promotional examinations will be posted for a minimum period of ten (10) calendar days.

## **XLII: EXAMINATIONS FOR CLASSIFICATIONS COVERED BY THIS AGREEMENT**

The examination announcement shall provide the qualifications, dates, duration of eligible lists and other particulars regarding the examinations thereon announced. Applicants must be guided solely by the announcement of the examination(s) for which they apply.

### **A. Protests of Examination Announcements**

Appeals concerning the provisions of an announcement must be received by the Human Resources Office within seven (7) business days from the issuance date. The Court Executive Officer will rule upon appeals and notify petitioners in writing.

### **B. Re-issuance of Examination Announcements**

After considering appeals submitted, the Court Executive Officer may reissue the announcement and give reasons for the re-issuance of announcements.

### **C. Promotional Applicants**

1. Applicants for promotional examinations shall meet the requirements of the examination announcement under which they apply and be eligible to participate in examinations on a promotional basis as defined by this rule.
2. The following employees who are otherwise qualified are entitled to participate in examinations on promotional basis if they meet the service requirements specified below:
  - a. Employees appointed under a permanent appointment or temporary appointment from an eligible list who have completed at least one year of satisfactory Superior Court employment;
  - b. Employees on holdover status.

## **XLIII: LAYOFF**

### **A. Seniority Defined**

Seniority shall be determined by the initial date of 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.

B. Additional Seniority Considerations

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.
2. Seniority shall not be affected or reduced by current or previous periods of authorized leave of absence or authorized reduction in work schedules.
3. In the event of ties, seniority will be determined by lot.

C. Order of Layoff

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:

- (1.) Non-list Temporary or As-Needed
- (2.) Temporary From Eligible List
- (3.) Permanent

D. Exceptions to the Order of Layoff

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.

E. Establishment of Seniority Roster

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, 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.

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

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

G. Layoff – List Appointed Temporary Employees

List Appointed Temporary Employees shall be laid off in the reverse order of seniority by 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.

H. Layoff – Permanent Employees

1. Layoff of permanent appointees shall be by classification in inverse order of seniority, as defined in this section.
2. Reinstatement to former classification.

An employee laid off from an appointment shall be reinstated to their next former classification to which he/she held a permanent appointment with no break in service. If necessary, layoffs in the classes affected shall follow by the same procedure.

3. Reassignment to a different classification

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 by Article XLIII, Reassignments.

I. Holdover Status and Return to Duty

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.

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 until the employee is either reinstated, voluntarily separated or refuses an offer of reinstatement.

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.

J. Involuntary Leave of Absence

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.

Involuntary leave is unpaid.

Such reductions in force shall be effected by the provisions of this rule governing seniority and order of layoff.

Employees placed on an involuntary leave of absence may be ranked on holdover rosters the same as they would under a layoff.

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.

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.

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 leave of absence. An employee electing layoff will be treated as any other separating employee by the Health Services System.

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.



## **XLIV: REASSIGNMENTS**

### **A. Reassignments From Positions Not Full Time**

A permanent appointee to a part-time position who serves under such appointment continuously for one (1) year, may request reassignment to a regular full time position.

### **B. Reassignments Occasioned By Reduction Of Force**

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:

1. Request for reassignment shall be submitted on the form prescribed by the Court Executive Officer or designee.
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.
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.
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.
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 the Layoff Article.
6. Employees reassigned under the provisions of this section may reinstate to the former classification in accordance with the following:
  - 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.

- b. An approved request for reinstatement shall remain in effect until the employee is either reinstated, voluntarily separated, or refuses an offer of reinstatement.
  - c. The employee shall receive an offer of reinstatement. Failure to accept a reinstatement offer shall forfeit all rights to reinstatement under this section, unless waived by the Court Executive Officer.
- 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 longest service under permanent appointment in the classification from which layoff is to be made.
  - 8. The status of the reassignment appointment shall be established at the time the offer of reassignment appointment is made.
  - 9. Reassignments made pursuant to this Article shall not adversely affect an incumbent in that class holding a permanent appointment

#### **XLV: TRAINING AND CAREER DEVELOPMENT**

- A. The Court shall make reasonable efforts to provide for job related training of represented classifications in Bargaining Unit SC4, at no cost to the employee.
- B. The Court may utilize the following organizations, but is not limited to these organizations:
  - (1) California Administrative Office of the Courts;
  - (2) California Judges Association;
  - (3) Supreme Court of California;
  - (4) California Courts of Appeal;
  - (5) Superior Courts of California;
  - (6) State Bar of California;
  - (7) National Judicial College;
  - (8) National Center for State Courts;
  - (9) National Council of Juvenile and Family Court Judges;
  - (10) National Association of Women Judges;
  - (11) American Bar Association;
  - (12) National Association for Court Management;
  - (13) American Judges Association;
  - (14) American Academy of Judicial Education;
  - (15) Dwight D. Opperman Institute of Judicial Administration;

- (16) National Institute of Justice;
- (17) Law schools accredited by the American Bar Association;
- (18) Accredited colleges and universities;
- (19) Continuing Education of the Bar-California;
- (20) Local California bar associations;
- (21) California Court Association;
- (22) Superior Court Clerks' Association of the State of California;
- (23) Council of Chief Judges of Courts of Appeal;
- (24) Roscoe Pound Institute, Annual Forum for State Appellate Court Judges;
- (25) National Conference of Appellate Court Clerks;
- (26) AEI-Brookings Joint Center;
- (27) The Rutter Group;
- (28) American Board of Trial Advocates; and
- (29) California Association of Superior Court Investigators.

- C. The Court and the Union will provide the widest possible distribution of information related to this provision. The Court also endeavors to ensure that sufficient notice is provided regarding trainings in order to enable employees to seek preapproval for participation.
- D. To the extent an employee is approved to attend an employment-related training offered outside the Court, during normal business hours, the employee's attendance at said training will be paid. Should training under this provision occur on an employee's regularly scheduled day off, the Court shall grant the employee an in-lieu day, for each day of training.
- E. The Court will make good faith efforts to improve access to training for employees at the various Court locations by enabling employees to participate in employment-related trainings via electronic means.

#### **XLVI: SAVINGS CLAUSE**

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

#### **XLVII: DURATION OF AGREEMENT**

This Agreement shall be effective October 1, 2015 and shall remain in full force and effect through June 30, 2017.

**XLVIII: CONTRACT APPROVAL**

IN WITNESS HEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_ 2015.

For the Court:

For the Union:

\_\_\_\_\_  
T. Michael Yuen  
Court Executive Office

\_\_\_\_\_  
Peter Masiak  
SEIU, Local 1021

\_\_\_\_\_  
J.M. Muñoz  
Human Resources Director

\_\_\_\_\_  
David Canham  
SEIU, Local 1021

\_\_\_\_\_  
Sue Wong  
Fiscal Services Director

\_\_\_\_\_  
Priscilla Agbunag  
Superior Court

\_\_\_\_\_  
Diane Lucas  
Senior Human Resources Analyst

\_\_\_\_\_  
Edgar Cruz  
Superior Court

\_\_\_\_\_  
Gary Feliciano  
Superior Court

\_\_\_\_\_  
Cynthia Karadi  
Superior Court

\_\_\_\_\_  
Adrienne Williams  
Superior Court

\_\_\_\_\_  
Diane Williams  
Superior Court

\_\_\_\_\_  
Jacquelyn Willis-McGhee  
Superior Court

## APPENDIX A: REPRESENTED CLASSIFICATIONS

### REPRESENTED CLASSIFICATIONS IN BARGAINING UNION SC-4

410C Deputy Court Clerk I  
420C Deputy Court Clerk II  
430C Deputy Court Clerk III  
432C Trial Delay Reduction Coordinator  
441C Court Paralegal  
442C Executive Assistant, Juvenile Justice Commission  
444C Court Alternative Dispute Resolution Coordinator  
450C Building Services Technician  
470C Administrative Service Technician  
472C Fiscal Technician  
474C Senior Fiscal Technician  
475C Training Technician  
491C Court Administrative Secretary  
0589 Court Assistant

**APPENDIX B: SALARY SCHEDULE, Effective 7/1/2016**

<b>Class Code</b>	<b>Class Title</b>	<b>CHANGE DATE</b>	<b>Sch.</b>	<b>Step</b>	<b>Hourly 7/1/2016</b>	<b>B/W 7/1/2016</b>	<b>Mo.(26.1) 7/1/2016</b>	<b>Annual (26.1) 7/1/2016</b>
410C	Deputy Court Clerk I (7 steps)	7/1/16	06190	1	23.3875	1,871	4,069	48,833
				2	24.5625	1,965	4,274	51,287
				3	25.7875	2,063	4,487	53,844
				4	27.0750	2,166	4,711	56,533
				5	28.4250	2,274	4,946	59,351
				6	29.8500	2,388	5,194	62,327
				7	31.3375	2,507	5,453	65,433
420C	Deputy Court Clerk II (8steps)	7/1/16	06420	1	26.1750	2,094	4,554	54,653
				2	27.4875	2,199	4,783	57,394
				3	28.8625	2,309	5,022	60,265
				4	30.3000	2,424	5,272	63,266
				5	31.8125	2,545	5,535	66,425
				6	33.4000	2,672	5,812	69,739
				7	35.0750	2,806	6,103	73,237
430C	Deputy Court Clerk III	7/1/16	06720	8	36.8250	2,946	6,408	76,891
				1	35.9250	2,874	6,251	75,011
				2	37.7250	3,018	6,564	78,770
				3	39.6125	3,169	6,893	82,711
				4	41.5875	3,327	7,236	86,835
432C	Trial Delay Reduction Coordinator	7/1/16	07070	5	43.6625	3,493	7,597	91,167
				1	35.9250	2,874	6,251	75,011
				2	37.7250	3,018	6,564	78,770
				3	39.6125	3,169	6,893	82,711
				4	41.5875	3,327	7,236	86,835
441C	Court Paralegal	7/1/16	07115	5	43.6625	3,493	7,597	91,167
				1	36.7500	2,940	6,395	76,734
				2	38.5875	3,087	6,714	80,571
				3	40.5125	3,241	7,049	84,590
				4	42.5375	3,403	7,402	88,818

**APPENDIX B: SALARY SCHEDULE, Effective 7/1/2016**

<b>Class Code</b>	<b>Class Title</b>	<b>CHANGE DATE</b>	<b>Sch.</b>	<b>Step</b>	<b>Hourly 7/1/2016</b>	<b>B/W 7/1/2016</b>	<b>Mo.(26.1) 7/1/2016</b>	<b>Annual (26.1) 7/1/2016</b>
442C	Executive Assistant, Juv.Just.Comm.	7/1/16	07040	1	35.4375	2,835	6,166	73,994
				2	37.2125	2,977	6,475	77,700
				3	39.0750	3,126	6,799	81,589
				4	41.0250	3,282	7,138	85,660
				5	43.0750	3,446	7,495	89,941
444C	Court ADResolution Coord.	7/1/16	07070	1	35.9250	2,874	6,251	75,011
				2	37.7250	3,018	6,564	78,770
				3	39.6125	3,169	6,893	82,711
				4	41.5875	3,327	7,236	86,835
				5	43.6625	3,493	7,597	91,167
450C	Building Services Tech.	7/1/16	07070	1	35.9250	2,874	6,251	75,011
				2	37.7250	3,018	6,564	78,770
				3	39.6125	3,169	6,893	82,711
				4	41.5875	3,327	7,236	86,835
				5	43.6625	3,493	7,597	91,167
470C	Admin. Services Tech.	7/1/16	06850	1	32.2750	2,582	5,616	67,390
				2	33.8875	2,711	5,896	70,757
				3	35.5875	2,847	6,192	74,307
				4	37.3625	2,989	6,501	78,013
				5	39.2250	3,138	6,825	81,902
			06420	1	26.1750	2,094	4,554	54,653
				2	27.4875	2,199	4,783	57,394
				3	28.8625	2,309	5,022	60,265
				4	30.3000	2,424	5,272	63,266
				5	31.8125	2,545	5,535	66,425
472C	Fiscal Technician	7/1/16	06720	6	33.4000	2,672	5,812	69,739
				7	35.0750	2,806	6,103	73,237
				8	36.8250	2,946	6,408	76,891

**APPENDIX B: SALARY SCHEDULE, Effective 7/1/2016**

<b>Class Code</b>	<b>Class Title</b>	<b>CHANGE DATE</b>	<b>Sch.</b>	<b>Step</b>	<b>Hourly 7/1/2016</b>	<b>B/W 7/1/2016</b>	<b>Mo.(26.1) 7/1/2016</b>	<b>Annual (26.1) 7/1/2016</b>
474C	Senior Fiscal Tech.	7/1/16	07070	1	35.9250	2,874	6,251	75,011
				2	37.7250	3,018	6,564	78,770
				3	39.6125	3,169	6,893	82,711
				4	41.5875	3,327	7,236	86,835
				5	43.6625	3,493	7,597	91,167
475C	Training Technician	7/1/16	07040	1	35.4375	2,835	6,166	73,994
				2	37.2125	2,977	6,475	77,700
				3	39.0750	3,126	6,799	81,589
				4	41.0250	3,282	7,138	85,660
				5	43.0750	3,446	7,495	89,941
491C	Court Adm. Secretary	7/1/16	07000	1	34.7375	2,779	6,044	72,532
				2	36.4750	2,918	6,347	76,160
				3	38.3000	3,064	6,664	79,970
				4	40.2125	3,217	6,997	83,964
				5	42.2250	3,378	7,347	88,166
0589	Court Assistant	7/1/16	0700	4	40.2125	3,217	6,997	83,964