



# *Superior Court of California*

## *County of San Francisco*

Administrative Office 400 McAllister Street, Room 205, San Francisco, CA 94102-4514

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Date: February 11, 2020

AUTHORIZATION #20-01

**AUTHORIZATION OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO, SETTING SCHEDULES OF COMPENSATION AND OTHER ECONOMIC BENEFITS BEGINNING FEBRUARY 11, 2020, FOR CERTAIN UNREPRESENTED PROFESSIONAL CLASSIFICATIONS OF PERSONS EMPLOYED BY THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO.**

I. This authorization, which has been approved pursuant to Government Code sections 71623 and 71673, establishes the rates of compensation and additional benefits for the following classifications of unrepresented professional Court employees:

315C Civil Case Settlement Specialist; 351C Court Computer Systems Engineer I; 352C Court Computer Systems Engineer II; 370C Administrative Analyst I; 373C Associate Human Resources Analyst; 374C Administrative Analyst III; 376C Senior Human Resources Analyst; 377C Principal Management Analyst; 378C Contracts Specialist; and 381C Grand Jury Administrative Analyst.

II. The schedule of compensation and benefits authorized herein shall be effective February 11, 2020 and after, as specified, or are continued from the previous authorization #18-05. The changes from authorization #18-05 are described below in in Section IV.L. Wages and in Section IV.R. Health Plan and Other Related Benefits.

III. For purposes of this authorization, the term “covered employee” shall mean those classifications of employees enumerated in Paragraph I of this document, unless otherwise specifically included or excluded in the text of the authorization

section. The term “Court” shall mean the Superior Court of California, County of San Francisco. The term “City” shall mean the City and County of San Francisco.

**IV. Compensation and Additional Economic Benefits for Covered Employees.**

**A. WORK SCHEDULES**

A normal work schedule is a tour of duty of forty (40) hours per week, usually worked in eight-hour (8) increments within a nine-hour (9) period, during five consecutive days. An alternative work schedule may be established by mutual agreement. A part-time work schedule is a tour of duty less than forty (40) hours per week. Salaries for part-time services shall be calculated upon the compensation for normal schedules proportionate to the hours actually worked. This paragraph does not constitute a guarantee of 40 hours per week, or any other specific level of hours.

**B. HOLIDAYS**

**1. Floating Holidays**

a. In addition to those days authorized by Section 135 of the Code of Civil Procedure as Court holidays, covered employees shall receive six (6) floating holidays on each July 1<sup>st</sup> to be taken on or before June 30<sup>th</sup> of the fiscal year in which the days were credited, on days selected by the employee, subject to the approval and sole discretion of the Court. Any floating holiday credit unused by the employee by the close of business on the applicable June 30<sup>th</sup> will no longer be available to the employee.

b. Permanent employees and temporary employees whose appointments are for longer than an 6-month duration will be credited with

floating holidays from the beginning of employment. Regularly scheduled part time employees will be credited with floating holidays on a pro rata basis. 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.

2. Part-time Employees Eligible for Holidays

a. Part-time employees, who regularly work a minimum of twenty (20) hours in a biweekly pay period, shall be entitled to holiday pay on a proportionate basis to the full-time work week of forty (40) hours.

b. 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.

c. The proportionate amount of holiday time shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the Court Executive Officer or his/her designee.

3. Holiday Compensation for Time Worked

Employees who are covered by this authorization, who are required by the Court to work on a State holiday, excepting Fridays observed as holidays in lieu of holidays falling on a Saturday, shall be granted time off equivalent to

the time worked at the rate of one and one-half times for work on the holiday. Time off in lieu shall be scheduled at the discretion of the Court.

4. Holiday Pay for Employees Laid Off

An employee covered by this section, who is laid off at the close of business the day before a holiday, who has worked not less than five previous consecutive work days, shall be paid for the holiday.

**C. VACATION**

1. Definitions. "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule that is not interrupted by a breach in paid service.

2. Award and Accrual of Vacation. 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.

Vacation may be earned and used from the first day of employment, after the earned time is credited per the preceding paragraph, for permanent employees and temporary employees with a specified term of longer than six months.

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 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 ten (10) 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.

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 .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.

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 that 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.

**D. SICK LEAVE**

1. Definitions: "Continuous service" for sick leave allowance purposes means paid service pursuant to a regular work schedule that is not interrupted by a breach in paid service.

2. Award and Accrual of Sick Leave. Beginning with the first full pay period after the effective date of this ordinance, an employee 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.

Sick Leave may be earned and used from the first day of employment for any reason permitted by law, after the earned time is credited per the preceding paragraph, for permanent employees and temporary employees with a specified term of longer than ninety (90) days.

An employee shall be awarded a sick leave allowance computed at the rate of .05 of an hour for each hour of paid service during the

preceding pay period up to a maximum of 4 hours each pay period to an annual maximum of 104 hours.

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.

**E. TRANSFER OF LEAVE CREDITS**

Any full time covered employee shall be allowed to transfer leave credits from sick leave to vacation or vice versa under the conditions described in this section. No other leave balances may be used. The transfer may not exceed one complete block of eighty (80) hours per fiscal year per employee. The transfer must be from one balance to the other in one block and in only one direction per fiscal year. The cap on either balance may not be exceeded with the transfer of credits.

**F. WELLNESS PROGRAM**

Any full time covered employee, hired prior to July 1, 2011, leaving the employment of the Court upon service or disability retirement from the San Francisco Employees Retirement System may receive payment for a portion of sick leave earned but unused at the time of separation. The amount of this payment shall be equal to two and one half percent (2½%) of the employee's sick leave balance earned but unused at the time of separation times the number of whole years of continuous employment times the employee's hourly salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave hours, previously earned while employed by the City and County of San Francisco under their Civil Service

Rules, shall not be included in this computation. This wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

**G. COMPENSATORY TIME OFF**

1. Employees in the classes covered by this authorization, except for 315C Civil Cast Settlement Specialist, are all considered to be occupying executive, administrative, or professional positions that are exempt from the Fair Labor Standards Act by the nature of their assignments and therefore are not entitled to be paid for overtime worked. Instead, covered employees in the above classifications shall receive compensatory time off for hours worked in excess of forty per week.

Compensatory time shall be earned at a rate of time and one-half. In order to be eligible, the time worked in excess of forty hours must be pre-approved by the employee's supervisor. For purposes of this section, legal holidays provided for in the Government Code and jury duty shall be considered time worked.

2. No employee shall maintain a balance of Compensatory Time Off (CTO) exceeding 120 hours. It is the responsibility of the employee to track and monitor his/her own balance of CTO to insure that this ceiling not be exceeded. The Court shall not unreasonably deny a CTO request pursuant to this paragraph. CTO will be taken in full work-day blocks unless an alternative is mutually agreed upon between the supervisor and the employee. Scheduling shall be by mutual agreement of the supervisor and the employee.

3. CTO may only be taken in paid time off and cannot be "cashed out," except at the time of separation from Court service.



**H. ATTORNEY LEAVE**

All employees in the classification of 131C Civil Case Settlement Specialist are licensed attorneys, exempt from the Fair Labor Standards Act. Employees in this classification are often required to work in excess of forty (40) hours per week because of the nature of the incumbent's work, including litigation deadlines and ethical and professional obligations. In light of this work requirement, each full-time employee in this classification shall be eligible to receive forty (40) hours of leave, to be known as "attorney leave," on a fiscal year basis at the discretion of the Court Executive Officer. Further, not more than forty (40) hours of this leave may be carried into the next fiscal year. Any balance of this leave at the close of business on June 30<sup>th</sup> of each year that is between forty (40) and eighty (80) hours will be cashed out. This classification shall not therefore be entitled to other compensating time off or overtime.

**I. PARENTAL LEAVE**

Upon proper advance notification and in accordance with applicable local, state, and federal laws, employees in covered classifications may be granted up to 40 hours of Parental Leave—four (4) hours of which will be paid leave—per semester, per year to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year. The employee shall make every effort to schedule the conferences at times which minimize any disruption to court operations and management.

**J. 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, grandchild, stepchild, adopted child or ward,

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. All of the aforementioned relationships also include the same relationships for in-laws, including those of domestic partners. Such bereavement leave shall be authorized for up to three (3) regular 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 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. Regularly scheduled part-time employees will be eligible for bereavement on a pro-rata basis, based upon the employee's fractional time base.

**K. PAYROLL PROCEDURES**

1. Overtime and Holiday Pay. All holiday and overtime paychecks shall be distributed as part of the regular pay warrants for the period in which the overtime was earned.

2. Recovery of Overpayment. 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 will recover no more than 20% of the total amount in any one biweekly paycheck.

**L. WAGES**

1. Eligible full-time, permanent employee will receive a one-time payment of \$2,435. Eligible employees must be on paid status on February 11, 2020. This amount will be prorated for less-than-full-time, permanent employees. Temporary and as needed employees will not be eligible for this payment, nor will retired annuitants. The payment will not be subject to retirement deductions.

2. If the CPI-based percentage change adjustment of BCP 20-05 realizes its intended budget change, the Court will make the corresponding percentage adjustment to employees' salaries, effective July 1, 2020.

3. Each employee who elected the Blue Shield Access+ (Employee + 2) health plan or the City plan (Employee +2) for calendar year 2020 will receive two lump sum payments in the amount of \$443 each. The first payment will be processed by the end of March 2020, and the second will be processed in July 2020. To be eligible for these payments, employees must be actively employed on February 11, 2020, and must have made the election of the Blue Shield Access+ (Employee + 2) plan or the City plan (Employee +2) during open enrollment in October 2019. These lump sum payments will not be subject to retirement deductions.

4. Effective July 1, 2020, employees will be eligible to “cash out” up to five days of any accrued leave credits (i.e., Vacation, Floating Holiday, Sick Leave, or Compensatory Time).

5. Upon the signing of this authorization, a 1.5% salary increase shall occur for covered employees.

6. Effective July 1, 2020, a 0.5% salary increase shall occur for represented classifications.

7. Salary Tables: The salary rates described in this section will be rounded to the nearest salary step on the standard compensation tables used by the City and County of San Francisco.

**M. ACTING ASSIGNMENT PAY**

1. Employees assigned by the Court Executive Officer or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary, if all of the following conditions are met:

- a. The assignment shall be in writing.
- b. The position to which the employee is assigned must be a budgeted position.
- c. The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days or eighty (80) hours, whichever is greater.

2. Upon written approval by the Court Executive Officer, an

employee shall be paid at the closest salary step of the higher class which is no more than five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned.

Premiums based on percent of salary shall be paid at a rate that includes out-of-class pay, where the premium is applicable to the class in which the person is performing.

**N. ADDITIONAL COMPENSATION FOR BILINGUAL OR SIGN LANGUAGE**

Covered employees who are assigned, at the discretion of the Court, to use a language other than English, for a minimum of 10 hours biweekly, as part of their work, shall have their positions designated as "bilingual." Employees who are assigned to a "designated bilingual position" and who use a language, other than English for a minimum of ten (10) hours but less than forty (40) hours biweekly, shall be granted additional compensation of fifty dollars (\$50.00) biweekly. Employees who are assigned to a "designated bilingual position" and who use a language, other than English for over forty (40) hours biweekly, shall be granted additional compensation of seventy-five dollars (\$75.00) biweekly. A "designated bilingual position" is a position designated by the Court that requires the use of a foreign language, including sign language for the hearing impaired and Braille for the visually impaired, for a minimum of 10 hours biweekly.

**O. LONGEVITY PAY PREMIUM**

An employee who has completed five (5) years of continuous service at the maximum salary step in his/her classification shall be paid a premium of twenty-four (\$24.00) per pay period. 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 service at the maximum salary step in the new classification.

**P. SEVERANCE PAY**

1. Employees covered by this section who have been employed by the Court, under a permanent appointment for more than five years of Court Service is involuntarily removed or released from employment, except an employee who is being terminated or demoted for cause, the employee shall receive severance pay in the amounts reflected below in exchange for a release signed by the employee of any and all claims the employee may have against the Court including any officer or employee thereof.

For an employee who was hired on or before October 31, 2011:

Over 5 years, but less than 10 years of service –3 pay periods

Over 10 years, but less than 15 years of service –6 pay periods

Over 15 years, but less than 20 years of service –8 pay periods

Over 20 years of service – 10 pay periods

For an employee who was hired after October 31, 2011:

Over 5 years, but less than 10 years of service –3 weeks

Over 10 years, but less than 15 years of service –6 weeks

Over 15 years, but less than 20 years of service –8 weeks

Over 20 years of service – 10 weeks

**Q. SENIORITY INCREMENTS**

1. Entry at the First Step. Covered employees, who enter a classification at the first pay step, shall advance to the second step within the

classification upon completion of two thousand eighty (2080) hours worked (exclusive of overtime) and to each successive step upon completion of an additional two thousand eighty (2080) hours worked (exclusive of overtime) of required service within the classification, until the maximum salary rate is achieved.

2. Entry at Other than the First Step. Covered employees who enter a classification at a rate of pay other than the first step, shall advance one step upon completion of two thousand eighty (2080) hours worked (exclusive of overtime) of required service within the classification and continue to advance to each successive step upon completion of an additional two thousand eighty (2080) hours worked (exclusive of overtime) of required service within the classification, until the maximum salary rate is achieved.

3. Date Increment Due. Increments shall accrue and become due and payable on the next day following completion of required service as specified above.

**R. HEALTH PLAN AND OTHER RELATED BENEFITS**

1. Maintenance of Benefits: Benefits will be determined by the San Francisco Health Service Board and will be consistent with similarly situated employees of the City and County of San Francisco. The Court shall contribute and continue to contribute biweekly up to the amount listed below for employee and dependent health benefits:

Through 2020	\$1,137
Effective 1/1/2021	\$1,231
Effective 1/1/2022	\$1,299

2. Permanent employees, part time employees working at least

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

3. Dental Benefits: The Court shall continue to contribute a monthly amount per covered employee sufficient to continue the family dental coverage provided to City employees.

4. The aforesaid contributions shall not be considered as a part of an employee's compensation for the purpose of computing earnings or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit that is a function of, or percentage of, salary. The Court reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.

**S. BENEFITS FOR TEMPORARY EMPLOYEES**

Temporary employees, with a specified appointment of fewer than 6 months or with an unspecified duration of appointment, who have worked 1040 hours in any consecutive twelve-month (12) period, shall receive all benefits that are provided to permanent employees, including but not limited to retirement, health and dental coverage, premium pay, vacation pay, sick pay, holiday pay and jury duty pay.

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.



**T. 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 twelve (12) continuous weeks, with the exception of approved sick leave, and any leaves protected by federal, state, or local law, such as workers' compensation leave, leaves specifically covered by the Family and Medical Care Act (FMLA), or mandatory administrative leave. For mandatory administrative leave, the Court will cease payment of any and all contributions for employee health, dental and other insurance benefits for those employees who remain on unpaid status in excess of thirty-six (36) continuous months.

**U. RETIREMENT CONTRIBUTION**

1. Pursuant to applicable state and local laws, Court employees will continue to participate in the City and County of San Francisco 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.

2. Employees shall pay the entire amount of the employee's retirement contribution obligation as similarly situated City employees, as determined by the Charter of the City and County of San Francisco for miscellaneous members.

**V. STATE UNEMPLOYMENT AND DISABILITY INSURANCE**

1. Upon a vote by one half or more of the members of a covered classification that the members desire to be enrolled in the State Disability Insurance Program, the Court shall immediately take any and all necessary action to

enroll all such employees therein. The members of the classification shall certify to the Director of Human Resources for the Court that they desire to be enrolled for SDI no later than forty-five (45) days prior to SDI's quarterly enrollment dates and the Court shall take necessary action to enroll such employees in time for the next SDI enrollment date.

2. An employee entitled to SDI shall receive, in addition thereto, such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, excluding optional deductions. 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.

**W. LONG-TERM DISABILITY INSURANCE**

The Court shall continue to arrange with the City to provide to covered employees with six (6) months of continuous service a Long Term Disability (LTD) plan that provides, after ninety (90) days 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.

**X. LIFE INSURANCE**

For covered classifications, the Court will arrange for the City to continue to provide life insurance in the amount of \$50,000 to each employee.

**Y. BAR DUES**

For employees in the classification of 315C Civil Case Settlement Specialist, membership in the California Bar is required. Therefore, each full time employee who has been employed in the classification of 315C Civil Case Settlement Specialist for more than one year as of January 15<sup>th</sup> of each year shall be reimbursed for the full amount of his/her annual basic California State Bar dues for that calendar year. Employees in this classification who are appointed at less than full time, under the same conditions, will be reimbursed for a pro rata share based upon the fractional time base, e.g. half time equals half payment. In addition, specialty department dues will be paid at the discretion of the court Executive Officer if that specialty department is job related. Payment shall be made no later than February 15<sup>th</sup> of each year.

**Z. REIMBURSEMENT FOR DAMAGED OR STOLEN PROPERTY**

Reimbursement for property damaged, destroyed, or stolen in the line of duty shall be administered in accordance with guidelines established by the Controller.

An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than sixty (60) 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.

**AA. FINGERPRINTING**

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

**BB. APPROVAL:**

I hereby approve the terms of this authorization, per Government Code sections 71623 and 71673.

HON. GARRETT L. WONG  
Presiding Judge  
Superior Court of California, County of San Francisco