

**AGREEMENT**

**Between and For**

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

**And**

**THE INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO**

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

MEMORANDUM OF UNDERSTANDING  
SUPERIOR COURT AND IFPTE, LOCAL 21

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Agreement") is entered into by the Superior Court of California, County of San Francisco (hereinafter "Court") and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO-CLC (hereinafter "Union"). References may be made to the City and County of San Francisco (hereinafter referred to as "City"). Throughout this document, the term "days" shall refer to calendar days unless otherwise specified in the text of the applicable section. 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.

## ARTICLE I: REPRESENTATION

### I.A. RECOGNITION

1. The Court recognizes the Union as the exclusive bargaining representative for all employees of the Court in those units listed in Appendix "A" of this Agreement. The terms and conditions of this Agreement shall also be automatically applicable to any classification for which the Union has become appropriately recognized during the term of this Agreement.

#### Successor Representation

2. If a majority of the job duties which were currently assigned to classifications represented by the Union are assigned to successor classifications, and if at least one employee then assigned to a classification represented by the Union is assigned to the successor classification, those successor classifications shall be accreted to existing bargaining units covered by this Agreement.
3. The Court agrees to recognize the Union as the collective bargaining representative of any classification accreted to existing bargaining units covered by this Agreement. The Court also agrees to recognize the Union as the collective bargaining representative of any classification which constitutes a successor classification to a class the Union currently represents. In the event there is a dispute between an employee organization and the Chief Executive Officer or his/her designee, as to the appropriateness of any unit, the employee organization may request either mediation or a non-binding recommendation from the California State Mediation and Conciliation Service (SMCS). Such request must be made in writing within ten (10) days of the notification from the Court responding to the appropriateness of the bargaining unit. Pending such a process, the CEO, or designee, may place the employee into the bargaining unit he/she deems appropriate.
4. If a majority of the job duties which are currently assigned to classifications represented by the Union are assigned to a successor classification, and if that classification is comprised solely of employees currently unassigned to any bargaining unit, the classification may be accreted to the existing bargaining unit covered by this Agreement upon a majority showing of interest by those employees.

**I.B. INTENT**

5. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the Court and ratification by court employees assigned to bargaining units represented by the Union, or upon impasse, the parties agree to follow the process as set forth in Court Personnel Rule 16.10, or the subsequent rule number describing the same subject.
6. Pursuant to the provisions of the Trial Court Employees Protection and Governance Act (Cal. Govt. Code section 71600 et seq.), the Court agrees to meet and confer with the Union in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.

**I.C. NO WORK STOPPAGES**

7. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slowdown or work stoppage. It shall not be a violation of this Agreement for an employee to honor a primary picket line sanctioned by the Central Labor Council or the Building and Construction Trades Council—provided however, that an employee shall first notify an appropriate supervisor of the employee's intended actions.

**I.D. MANAGEMENT RIGHTS**

8. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal Court rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the Court.
9. The Court shall also have the right to determine the mission of divisions and other work units; set standards of services to be offered to the public; and exercise control and discretion over the Court's organization and operations. The Court may also relieve Court employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the Court's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.



## **I.E. (1) GRIEVANCE PROCEDURES**

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

### 1. Definition

11. A grievance is defined as an allegation by an employee, a group of employees or the Union that the Court has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement, or Court rules, policies or procedures subject to the scope of bargaining as set forth in Section VI.A. of this Agreement. Disciplinary actions or discharges which result in a property loss, i.e. specifically known as a "property loss grievance," may not be grieved under this section, but instead may be grieved in accordance with Section I.E.(2) of this Agreement.

12. A grievance also does not include the following:

13. a. All rules excluded pursuant to Section VI.A. of this Agreement.
14. b. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be placed in the employee's official personnel file.

15. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Union representation at said conference.

16. c. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file.

### 2. Grievance Description

17. The Union and the Court agree that all grievances shall contain the following information:

18. a. A written description of the grievance;
19. b. The section(s) of the Agreement, or Court rule(s), policy(ies) or procedure(s) violated;

20. c. The remedy or solution sought by the Grievant.

3. Time Limits

21. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. A "working day" is defined as any Monday through Friday, excluding furlough days and legal holidays granted by the Court or specified by statute.

4. Steps of the Procedure

22. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure.

23. A grievance affecting more than one employee shall be filed with the management official having authority over all employees affected by the grievance. 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.

24. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the Court to timely reply to a grievance shall authorize appeal to the next grievance step.

25. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a Union representative present.

26. If the grievance is not resolved within five (5) working days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form.

27. The immediate supervisor shall respond in writing within five (5) working days following receipt of the written grievance.

28. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the second level supervisor, in writing, within ten (10) working days of receipt of the Step 1 answer. The second level supervisor will convene a grievance meeting within ten (10) working days of receipt to discuss the grievance with the grievant and/or the grievant's Union representative. Within five (5) working days following the meeting the second level supervisor will respond in writing to the grievance.

29. Step 3: A grievant dissatisfied with the second level supervisor's response at Step 2 may appeal to the Court Executive Officer or his/her designee, in writing, within ten (10) working days of receipt of the Step 2 answer. The Court Executive Officer or his/her designee may convene a meeting within ten (10) working days with the grievant and/or the grievant's Union representative. The Court Executive Officer or his/her designee shall respond in writing within fifteen (15) working days of the hearing or receipt of the grievance, whichever is later.

5. Arbitration

30. If the Union is dissatisfied with the Step 3 answer it may notify the Court Executive Officer, in writing, within fifteen (15) working days of the Step 3 decision that arbitration is being invoked.

31. When a matter is appealed to arbitration 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 and Conciliation Service (SMCS) and obtain a randomly selected listing of 7 arbitrators. From this list, the parties shall alternately strike until a single arbitrator's name remains. Said remaining arbitrator shall be designated to hear the matter. Which party strikes first in the selection process shall be determined by a coin toss.

6. Authority of the Arbitrator

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

7. Fees and Expenses of Arbitrator

33. The fees and expenses of the arbitrator shall be shared equally by the Union and the Court. If required by SMCS, applicable fees must be paid in advance. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost. Direct expenses of the arbitration shall be borne equally by the parties.

**I.E. (2)PROPERTY LOSS DISCIPLINARY ACTION GRIEVANCES:**

1. Definitions

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

35. • An employee who has completed the initial probationary period may not be subjected to property loss disciplinary action without cause and without written notice of the intended action. The Court agrees to follow the principles of progressive discipline. For purposes of this section, “for cause” means a fair and honest cause or reason, regulated by good faith on the part of the party exercising the power.

## 2. Exclusions

36. • Disciplinary Actions that do not result in a property loss and are not exempt from the Grievance Procedure, are not subject to the provisions set forth in this property loss grievance section. Grievances filed for such actions may be grieved through the procedures in Section I.E. (1), but only through the third level of review and therefore are not subject to arbitration.
37. • Property Loss actions taken due to layoff for organizational necessity are not covered by this section but are instead covered by the Layoff Process, defined elsewhere in this Agreement.
38. • The grievance process defined in this section does not apply when employment ceases at the expiration of a temporary appointment or an appointment of specified duration. Such cessation of employment shall not be subject to challenge under this, or any other, section.

## 3. Probationary Period

39. The probationary period shall be defined as the first 2080 hours worked, (exclusive of overtime), including paid holidays and other paid time off, within the Court and/or the first 2080 work/paid hours in a classification after movement between unrelated classification groupings, as defined in this section.

40. Related classifications are those classes within the following groupings:

Information Technology Staff  
Attorneys

41. Once the initial probationary period has been completed, movement to other classifications within the same grouping does not require a new probationary period. Movement between unrelated classification groupings does require a new probationary period.

#### 4. Rejection from Probation

- 42. • Rejection from probation is defined as the removal of the employee from the classification in which the probationary period is being served.
- 43. • Rejection from probation is not grievable.
- 44. • An employee who is rejected from probation in an unrelated classification has the right to return to the highest classification in the grouping under which the employee was appointed if completion of the probationary period within the grouping was achieved.
- 45. • Employees may not be returned to the class of Legal Research Assistant if rejected from probation in any other classification.
- 46. • If returning an employee to a former classification after rejection from probation results in a surplus employment situation, the layoff process will be used.

#### 5. Disciplinary Action

- 47. When property loss discipline is intended, the Court shall provide the employee with the following, at least ten (10) working days prior to the effective date of the action being imposed:
  - 48. a. Written notice of the proposed action; and
  - 49. b. The reasons for the proposed discipline; and
  - 50. c. A copy of the charges and the materials upon which the action is based; and
  - 51. d. 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 response shall be determined by the grievant. The grievant is entitled to representation. The decision of the CEO, or designee, to confirm, amend, or rescind the disciplinary action shall be rendered prior to the effective date of the disciplinary action.
- 52. In cases of property loss disciplinary action grievances, the initial level of review will be the member of the Court's Executive Management Team who is not in the employee's direct line of command. Within thirty (30) calendar days of receipt of

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the notice of disciplinary action involving a property loss, the employee may file a grievance directly to the Human Resources Director or designee, whether or not the employee chooses to respond to the charges. The written grievance must state the reasons for the grievance, the facts supporting the grievance and the remedy sought by the grievant.

53. The Executive Management Team member shall have fifteen (15) working days after receipt of the written grievance to review and seek resolution of the grievance and respond in writing.

#### 6. Arbitration

54. Should there be no satisfactory resolution at the Executive Management Team member step, the Union has the right to submit the grievance to arbitration within thirty (30) days of receipt of the Executive Management Team member's response.

#### 7. Selection of the Arbitrator

55. The Union files a request for arbitration with the CEO 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 SMCS and obtain a randomly selected listing of 7 arbitrators. From this list, the parties shall alternately strike until a single arbitrator's name remains. Said remaining arbitrator shall be designated to hear the matter. Which party strikes first in the selection process shall be determined by a coin toss.

#### 8. Hearing

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

#### 9. Duties and Powers of the Arbitrator

58. 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.
59. The arbitrator shall have the authority to issue subpoenas of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided in Section 1282.6 of the Code of Civil Procedure. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

10. Arbitrator's Decision

60. The arbitrator shall render a recommendation based upon the evidence provided during the arbitration process and hearing to the Court Executive Officer, as described below.
61. The parties shall encourage the arbitrator to render his/her recommendation within forty-five (45) calendar days following the receipt of closing arguments and/or briefs.

11. Expenses of Arbitration

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

12. Review by the Court

63. The recommended decision of the arbitrator shall be submitted to the Court Executive Officer for review.
64. a. The Court Executive Officer shall have thirty (30) calendar days from receipt of the arbitrator's recommendation or receipt of the record of the hearing, whichever is later, to issue a written decision accepting, rejecting or modifying the arbitrator's report or modifying the arbitrator's report or recommendation, unless the Court and Union mutually agree to a different time frame.
65. 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.
66. 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

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not supported by substantial evidence, or for any of the following reasons or reasons of substantially similar gravity or significance:

- 67. (1.) The recommendation places an employee or the public at an unacceptable risk of physical harm from an objective point of view.
- 68. (2.) The recommendation requires an act contrary to law.
- 69. (3.) The recommendation obstructs the Court from performing its constitutional or statutory function from an objective point of view.
- 70. (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.
- 71. (5.) The recommendation is contrary to past practices in similar situations presented to the arbitrator that the arbitrator has failed to consider or distinguish.
- 72. (6.) From an objective point of view, applied by the Court in a good faith manner, the recommendation exposes the Court to present or future legal liability other than the financial liability of the actual remedy proposed by the arbitrator.
- 73. d. If the Court's review results in rejection or substantial modification of the arbitrator's recommendation, then the review shall be conducted by an individual other than the disciplining officer.

13. Writ

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

14. Time Limits

- 75. All time limits referred to in this section are binding on each party, and can be mutually waived in writing. Steps of the procedure can only be skipped with the express written, prior approval of both parties, unless otherwise detailed in this procedure.



76. Any time limit or deadline date under this procedure falling on a Saturday, Sunday or Holiday, shall be continued to the next business day.

**I.F. OFFICIAL REPRESENTATIVES AND STEWARDS**

1. Official Representatives

77. The Union shall select up to six (6) employees for purposes of meeting and conferring with the Court, during the employee's regular duty or work hours without loss of compensation, on matters within the scope of representation. If a situation should arise where the Union believes that more than six (6) employee members should be present at such meetings, the Court may consider such a request at its discretion.

78. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.

79. In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

2. Stewards

80. The Union shall furnish the Court with an accurate list of stewards and alternate stewards. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.

81. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.

82. Upon notification of an appropriate management person, stewards or 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 appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.

83. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or an issue regarding health, human safety, property damage or inappropriate interaction with clients or other public members, the

steward shall not unreasonably be denied the right to leave his/her post or duty to assist the employee in the disciplinary process.

84. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time, after scheduling such time with the approval of the applicable supervisor.
85. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

#### **I.G. UNION LEAVE**

86. Leave without pay for a reasonable term for up to a reasonable number of employees shall be granted upon ten (10) days advance written notice.

#### **I.H. UNION SECURITY**

##### 1. Authorization for Deductions

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

##### 2. Dues Deductions

88. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the Court and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the City Controller during the two (2) week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the City Controller either in person at the City Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 1 South Van Ness Ave., 8<sup>th</sup> Floor, San Francisco, CA 94103; Attention: Dues Deduction. The Court shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

3. Agency Shop

89. Application:

90. Except as provided otherwise herein, the provisions of this section shall apply to all employees of the Court in all classifications represented by the Union in represented units when on paid status.

4. Implementation

91. An agency shop shall be implemented when:

92. a. Election: The Union has requested, in writing, an election on the issue, to be conducted by SMCS and 50% plus one of those voting in favor of agency shop, or

93. b. 2/3 Membership: The Union makes a showing that 2/3 of the employees within the unit are dues paying members of the Union.

5. Service Fee

94. Upon implementation of agency shop, employees of the Court in the bargaining unit, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union, or in lieu thereof, shall pay a service fee to the Union. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

6. Financial Reporting

95. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably 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.

7. Religious Exemption

96. Any employee of the Court in a classification covered by this Agreement, 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 be relieved of any obligation to pay the required service fee. The Union shall be informed in writing of any such requests.

#### 8. Payroll Deduction

97. The Union shall provide the Court Executive Officer and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Court shall arrange that the City Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or showing described in paragraph 91 and each pay period thereafter, the Court shall arrange that the City Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each Court employee described in paragraph 89 thereof, and each pay period thereafter, the Court shall arrange that the City Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. The Court shall arrange that nine (9) working days following payday the City Controller will promptly pay over to the Union all sums withheld for membership or service fees.

#### 9. Indemnification

98. The Union shall comply with the requirements set forth in Knox v. Service Employees International Union (Local 1000) (2012) 132 S. Ct. 2277 for the deduction of agency shop fees. The Union shall certify in writing to the Court that the content of the written notice meets the requirements set forth in this section and in *Knox*.

The Union shall indemnify, defend, and hold the Court harmless against any and all claims, demands, suits, orders, damages or judgments, or other forms of liability that arise out of or by reason of this union security Section, or action taken or not taken by the Court under this Section. This includes, but is not limited to, the Court attorney's fees and costs.

#### 10. Employee Lists

99. The Court shall arrange that the City Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, and amount deducted. Quarterly, the Court shall provide the Union with a bargaining unit list, indicating each employee's status (active, temporary, leave etc.)
100. The Court shall send notice of changes of employees in represented classes to the Union immediately upon such change occurring. 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.

**I.I. BULLETIN BOARDS**

- 101. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees.
- 102. The Union shall select one employee for the purpose of disseminating official Union communication. The Union will notify the Court of the appointment. The designated employee communicator shall have the ability to post through the Court e-mail system notices about routine Union meetings and events. Any postings that are not routine or that include an attachment require prior written authorization from Human Resources before posting.
- 103. Union staff and/or stewards shall have the right to communicate through Court e-mail with employees for the purpose of grievance handling.

**I.J. NEW HIRES**

- 104. The Court agrees to provide the Union with the names, classifications, and work address of newly hired employees in classes covered by this Agreement. The Court will provide such new employees with information regarding the Union and agency shop.

## **ARTICLE II: EMPLOYMENT CONDITIONS**

### **II.A. NON-DISCRIMINATION**

105. The Court and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of any ground prohibited by state or federal law, including race, color, creed, religion, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), sexual orientation, marital status, national origin, physical or mental disability, medical condition, genetic characteristics or information, age, military service, veteran status, political affiliation or opinion or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment. Claims of discrimination or sexual harassment are subject to Section I.E.(2) (“Property Loss Disciplinary Action Grievances”) of the grievance procedure, except that if an employee files a complaint of discrimination or harassment with state or federal agencies, he/she may not pursue a grievance based on the same allegations.
106. Claims of discrimination shall be adjusted in accordance with prevailing legal standards regarding elements and burdens of proof applicable to the discrimination being claimed.

### **II.B. AMERICANS WITH DISABILITIES ACT**

107. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act and further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties covered by the Act. The Court reserves the right to take any action necessary to comply with the Act.

### **II.C. FAMILY MEDICAL LEAVE ACT, ET AL.**

108. The Court acknowledges its obligation to comply with the provisions of the Family Medical Leave Act, the California Family Rights Act, and the California Pregnancy Disability Leave Act.

### **II.D. SUBCONTRACTING OF WORK**

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Personal Services Contracts

109. The Court shall notify the Union of proposed personal services contracts where such services are or had been performed by existing positions in represented classifications. If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Court Executive Officer within two (2) weeks after the receipt of notice by the Court. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether existing staff has the expertise and/or facilities to perform the work. Upon request by the Union, the Court shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
110. Except as limited by SB 2140, the above process shall not apply to new workload or tasks not currently being performed by existing staff. The Court retains the discretionary right to employ contractors as it deems necessary for new workload or projects not performed by existing staff.

**II.E. LAYOFF**

1. Seniority Defined

111. 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.

2. Additional Seniority Considerations

112. 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.
113. Seniority shall not be affected or reduced by current or previous periods of authorized leave of absence or authorized reduction in work schedules.
114. In the event of ties, seniority will be determined by lot.

3. Order of Layoff

115. 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

4. Exceptions to the Order of Layoff

116. 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.

5. Establishment of Seniority Roster

117. 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.

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

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

7. Layoff – List Appointed Temporary Employees

119. 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.

8. Layoff – Permanent Employees

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



121. a. 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.

122. b. 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 below under "Reassignments."

123. 9. 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.

124. 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.

125. 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.

126. 10. 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. The period of such leave cannot exceed five (5) years.

127. Involuntary leave is unpaid.

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

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

130. 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.
131. 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.
132. 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 mandatory unpaid leave of absence. (See Article III.O.4. Benefits While on Unpaid Leave of Absence.) An employee electing layoff will be treated as any other separating employee by the Health Services System.
133. Leaves of absence imposed under the provisions of this rule will expire upon the return to duty of the holdover, the expiration of holdover status, written request by the employee who elects to be laid off while on involuntary leave, or five (5) years whichever comes first.

## **II.F. REASSIGNMENTS**

134. 1. 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.
135. 2. 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:

136. a. Request for reassignment shall be submitted on the form prescribed by the Court Executive Officer or designee.
137. b. 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.
138. c. 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.
139. d. 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.
140. e. 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.
141. f. Employees reassigned under the provisions of this section may reinstate to the former classification in accordance with the following:
- (1.) 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.
  - (2.) An approved request for reinstatement shall remain in effect until the employee is either reinstated, voluntarily separated, refuses an offer of reinstatement, or five (5) years whichever comes first.
  - (3.) 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.
142. g. 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.

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143. h. The status of the reassignment appointment shall be established at the time the offer of reassignment appointment is made.
144. i. Reassignments made pursuant to this Article shall not adversely affect an incumbent in that class holding a permanent appointment.

#### **II.G. PERSONNEL FILES**

145. Only one (1) official personnel file shall be maintained on any single employee in the Court. Unless otherwise specified by the Court, the official file shall be located in the Court's Human Resources Office.
146. Each employee shall have the right to review the contents of his/her file upon request in the presence of and at the convenience of Human Resources Office staff. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request. Should an undue number of copies be requested, the Human Resources Office, in its discretion, may limit the copies to material not previously provided to the employee as a result of earlier copying requests.
147. With the written permission of the employee, a representative of the Union may review the employee's personnel file in the presence of a Human Resources representative and obtain copies of the contents upon request.
148. An employee shall have the opportunity to review, sign, and date any evaluation material of a negative nature to be included in the file. The employee may also submit a response to such materials within thirty (30) days of receipt for inclusion in his/her file. All material in the file must be signed and dated by the author.
149. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the file.

## ARTICLE III: PAY, HOURS AND BENEFITS ARTICLE

### III.A. WAGES

150. 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.
151. Upon ratification, represented employees, who are on paid status, 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 Local 21, the Court will request that the City and County of San Francisco's Controller's Office process payment.
152. Effective July 1, 2016, represented employees, who are on paid status, shall be eligible to receive an ongoing wage increase of 3%.

### III.B. ADDITIONAL COMPENSATION

153. In addition to the wages provided for above, additional pay adjustments shall apply as described in this section.
1. Acting Assignment Pay
154. 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:
155. a. The assignment shall be in writing.
156. b. The position to which the employee is assigned must be a budgeted position.

157. 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.
158. An employee, who believes he/she is performing a substantial portion of the duties and responsibilities of a higher classification, even though one or more of the above-stated conditions are not met, shall be entitled to file a claim for out-of-class pay with the Court Executive Officer. Denials for acting assignment pay shall be subject to the grievance procedure.
159. 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 which includes out of class pay where the premium is applicable to the class the person is performing in.
160. Requests for classification or reclassification review shall not be governed by this provision.
2. Supervisory Differential Adjustment
161. The Court Executive Officer will adjust the compensation of a supervisory employee, covered by this Agreement, whose schedule of compensation is set herein subject to the following conditions:
162. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is responsible for, or in charge of, the work of a subordinate or subordinates.
163. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
164. c. The assignment is a regular one approved by the Court Executive Officer.
165. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
166. e. The salary range of the supervisor is less than one full step (approximately 5%) over the compensation range, exclusive of extra pay, of the employee supervised.

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167. f. The adjustment of the salary of the supervisor shall be to the nearest compensation schedule rate representing, but not exceeding, one (1) full step (approximately 5%) over the compensation schedule rate, exclusive of extra pay, of the employee supervised.
168. g. If the application of this section adjusts the compensation schedule rate of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor, if also covered by this Agreement, shall be adjusted to an amount \$1.00 biweekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions of this section are also met.
169. h. In no event will the Court Executive Officer approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. The provisions of this section will continue until such time as the salary inequity no longer continues to exist.

3. Bilingual Premium

170. All 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.

4. Family Court Mediator Licensing Premium

171. Employees in the classification 0655 (Counselor, Family Court Services, aka Family Court/Dependency Mediator) who are in possession of an MFT, LCSW, clinical psychology or equivalent license, issued by the State of California, shall receive a pay premium of 5%, which shall be included as income for retirement purposes and would also be included as base wages for promotional salary calculation purposes.

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5. Longevity Pay Premium

172. 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 dollars (\$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.

**III.C. SEVERANCE PAY**

173. The Court agrees that when removing or releasing from employment a represented employee, who has completed one year of paid service in a permanent appointment, the Court Executive Officer will endeavor to inform the employee at least thirty (30) days before his/her final day of work. Where the Court Executive Officer fails or declines to inform the employee, a full thirty (30) days in advance, the employee, shall receive pay in lieu of the number of working days less than those within the thirty (30) day period upon which he/she was informed, if the employee would otherwise have been entitled to pay during this period. If the employee is on unpaid time off during this period the Court will not pay for dates that otherwise would be unpaid.
174. In addition to the notice or pay in lieu thereof provided above, a represented employee, except attorneys and legal research assistants, with more than five (5) years of Court service , who is removed or released from Court service by the Court Executive Officer, except an employee who is terminated or demoted for cause, shall receive severance pay in the amounts reflected below in exchange for a release signed by the employee and the Union of any and all contractual claims that the employee or the Union 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 of service- 3 pay periods
- Over 10 years, but less than 15 of service- 6 pay periods
- Over 15 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



175. A represented attorney or legal research assistant, with more than five (5) years of paid Court service in an attorney classification covered by this Agreement who is removed or released from Court service by the Court Executive Officer, except an attorney or legal research assistant who is terminated or demoted for cause, shall receive one (1) week's pay for each complete year of paid Court service in an attorney or legal research classification covered by this Agreement, with a minimum of two (2) weeks' pay, in exchange for a release signed by the employee and the Union of any and all contractual claims that the employee or the Union may have against the Court, including any officer or employee thereof.
176. In the event a represented employee is involuntarily returned to a lower level classification, except an employee who is being terminated or demoted for cause, that employee may elect to separate from Court service and shall receive the severance pay per the schedule above at the higher level classification rate, in exchange for a release signed by the employee and the Union of any and all claims that the employee or Union may have against the Court including any officer of employee thereof.

### **III.D. SALARY STEP PLAN AND SALARY ADJUSTMENT**

#### 1. Promotional Appointment in a Higher Class

177. An employee who is appointed to a position in a higher classification, deemed to be promotional, shall have his/her salary adjusted to that step in the promotional class as follows:
178. a. 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 promotional classification.
179. b. 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 class 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 biweekly compensation schedule and shall not be above the maximum of the salary range of the promotional class.
180. c. If the appointment deemed promotional is a temporary appointment, and the employee, following a period of continuous service at least equal to one (1) year is subsequently given another appointment, either permanent

or temporary, deemed promotional from the prior temporary appointment class, the salary step in the subsequent promotional appointment shall be deemed promotional.

181. For purpose of this section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's permanent class shall be deemed promotional.

2. Appointment to the Same or Lower Level as Current Class

182. When an employee accepts a non-promotional appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. New Appointment Rate

183. New appointments to the Court may be made by the Court Executive Officer at any step in the salary range for the class.

4. Reappointment Within Six Months

184. An employee who resigns and is subsequently reappointed to a position in the same classification may be reappointed to any salary step in the range, not to exceed the step that the employee received at the time of resignation, at the discretion of the Court Executive Officer.

5. Compensation Upon Reemployment

a. Reemployment in Same Classification Following Layoff

185. An employee who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

b. Reemployment in an Intermediate Classification

186. An employee in a promotional appointment that is two or more steps higher than the position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon 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.

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c. Reemployment in a Formerly Held Classification

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

**III.E. METHODS OF CALCULATION**

1. Payment for Time Worked

188. Compensation is fixed on an annual, monthly, biweekly and hourly basis per the salary schedules attached to this Agreement, as Appendix B, and shall be paid biweekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

2. Conversion of Annual or Monthly Rates to Semimonthly or Biweekly

189. When rates of compensation provided on an annual or monthly basis are converted to biweekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted biweekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:

190. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.

191. b. A fraction of one-half (1/2) or more shall be increased to the next full cent.

3. Daily Rates for Monthly and Biweekly

192. The amount of a day's pay shall be 1/10th of the compensation of a normal work schedule in a biweekly period (including specified holidays).

4. Conversion to Biweekly Rates

193. Rates of compensation established on other than biweekly basis may be converted to biweekly rates by the City Controller for payroll purposes.

**III.F. SENIORITY INCREMENTS**

1. Advancement Through Salary Steps

194. a. 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), including paid holidays and other paid time off and to each successive step upon completion of an additional two thousand eighty (2080) hours worked (exclusive of overtime), including paid holidays and other paid time off, until the maximum salary rate is achieved.

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

2. Date Increment Due

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

3. Schedule of Salary Increments

197. The schedule of seniority increments as set forth in Appendix B (salary schedule) is hereby made a part of the schedules of compensation.

4. Exception – Lay Off

198. An employee who (a) has completed one year of full time employment under a permanent appointment, (b) is "Laid Off" from that position, (c) is immediately and continuously employed in another classification with the Court either permanent or temporary, and (d) is thereafter employed in his/her original classification without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her appointment classification.

**III.G. WORK SCHEDULES**

1. Standard Work Schedules

a. Standard Work Day

199. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8), consecutive hours of work completed within not more than twenty-four (24) hours.

b. Standard Work Week

200. 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.

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201. 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.
202. 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.

2. Alternate Work Schedule

203. By mutual agreement, the Court and the Union hereby agree to cost equivalent alternate work schedules for all represented employees, to be administered pursuant to the Superior Court Employee Handbook, 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. Such changes in the work schedule shall not alter the basis for, or entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

3. Voluntary Reduced Work Week

204. 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, no benefits will be provided. Employees who are currently members of the City retirement system will retain their membership regardless of the number of hours worked per week. However, benefits for those employees will be prorated based on time worked.

**III.H. FAIR LABOR STANDARDS ACT**

205. Classes covered by this Agreement and listed in Appendix A, except for the classifications of Secretary to the Presiding Judge (495C), Personnel/Payroll Representative (476C), and Principal Personnel/Payroll Representative (479C), are considered to be executive, administrative, or professional positions which are currently exempt from the Fair Labor Standards Act by the nature of the work assignment. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the

Fair Labor Standards Act, the Agreement is amended to authorize and direct the Court to ensure that their employees receive, at a minimum, such Fair Labor Standards Act Benefits.

### **III.I. OVERTIME COMPENSATION**

206. The Court may, at its discretion, require employees to work longer than the regular work day or the regular work week. Any time worked under proper authorization by an employee, exclusive of part-time employees, in excess of actual paid work on a regular work week shall be designated as overtime.
207. Employees in the classes covered by this Agreement and listed in Appendix A, except for the classifications of Secretary to the Presiding Judge (495C), Personnel/Payroll Representative (476C), and Principal Personnel/Payroll Representative (479C), are considered to be occupying executive, administrative, or professional positions which 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, these employees will be provided attorney leave or compensating time off as provided below.
208. a. Attorneys, in classes Court Staff Attorney I (311C), Court Staff Attorney II (312C) and Senior Court Staff Attorney (316C) and any other similarly situated attorney classifications, except Legal Research Attorney (0676), are often required to work in excess of forty (40) hours per pay week because of the nature of attorneys' work, including litigation deadlines and ethical and professional obligations. In light of this work requirement, each full-time employee in these classifications, covered by this Agreement, 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. These classifications shall not therefore be entitled to other compensating time off.
209. b. Employees in classes (0648) Court Investigator, (0649) Probate Examiner, (0655) Family Court Counselor, Court Computer Applications Analyst (353C) Court Computer Applications Programmer (354C), Court Computer Facilities Coordinator (355C), Administrative Analyst II (372C), and Court Training Specialist (375C), and any other similarly situated non-attorney and non Legal Research Assistant, professional classification covered by this Agreement, shall receive compensating time

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off for hours worked in excess of forty (40) per week. This compensating time off shall be earned at a rate of time and one-half. For purposes of this section, legal holidays and jury duty shall be considered time worked. In order to be eligible, the time worked in excess of forty (40) hours must be pre-approved by the employee's supervisor. 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. Scheduling shall be by mutual agreement. CTO provided in this section cannot be cashed-out.

210. c. Employees in classes (495C) Secretary to the Presiding Judge, (476C) Personnel/Payroll Representative, and Principal Personnel/Payroll Representative (479C) are non-exempt classifications covered by the Fair Labor Standards Act. An employee in one of these classifications who is assigned to work overtime, defined herein shall be compensated at the overtime rate of one and one-half times the base hourly rate. Overtime is defined as those hours worked in excess of 40 hours per week, including legal holidays and jury duty, but excluding other leave credits, such as sick leave, vacation or floating holidays. Otherwise, the time worked will be paid at the normal base rate of pay. An employee in one of these classifications, who is assigned to work overtime, shall be paid for the time, unless the individual employee requests and the Court Executive Officer, in his/her sole discretion, grants compensatory time off in lieu of paid overtime. Compensatory time shall be earned at a rate the same rate as the paid time would be paid, per the criteria in this section. Any compensatory time earned under this section, but not used at the end of each fiscal year or at the time of an employee's retirement shall be paid in cash.

### **III.J. HOLIDAYS**

211. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees per Code of Civil Procedure (CCP) 135 with reference to Government Code (GC) 6700:

January 1 (New Year's Day)

the third Monday in January (Martin Luther King, Jr.'s Birthday)

February 12 (Lincoln's Birthday)

the third Monday in February (President's Day)  
March 31 (Cesar Chavez Day)  
the last Monday in May (Memorial Day)  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (Columbus Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)

212. Provided further, if a holiday identified in the previous section falls on a Saturday or a Sunday, it shall be observed on the day specified by the Judicial Council pursuant to CCP 135 and per California Rules of Court (CRC) Rule 1.11, "When a judicial holiday specified by CCP section 135 falls on a Sunday, the courts shall observe the holiday on the following Monday. When a judicial holiday specified by CCP section 135 falls on a Saturday, the courts shall observe the holiday on the preceding Friday."
213. The Court shall accommodate religious belief or observance of employees as required by law.
214. In addition to those days authorized by CCP Section 135 as legal holidays, covered employees, except for those in the classification 0676 Legal Research Assistant, shall receive four (4) additional floating days off each July 1<sup>st</sup> to be taken prior to the end of the fiscal year in which they were granted. These days are to be taken on days selected by the employee, subject to prior scheduling approval of the supervisor. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off, except for employees in classification 0676 Legal Research Assistant. Floating days off may not be carried forward from one fiscal year to the next except with the approval of the Court Executive Officer. No compensation of any kind shall be earned or granted for floating days off not taken.
215. In addition to those days authorized in the preceding paragraph, covered employees shall receive two additional floating days, on a "one time only basis" upon ratification, to be used prior to June 30, 2016; and two one-time-only floating holidays on July 1, 2016 to be used prior to June 30, 2017 For Legal Research Assistants (LRA), per the paragraph below, these additional days will not be credited on July 1<sup>st</sup> each year, but instead will be credited on the start date of the LRA to be used before the end of their first year of employment or on their anniversary date to be used within one year of being credited. For example, if an

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LRA was appointed on 11/1/2015, then the LRA would be granted 2 additional days immediately. If the appointment is extended for one additional year beginning 11/1/2016, then the LRA will be credited with 2 additional days on 11/1/2016 to be used before the LRA's last day of employment or 10/31/2016, whichever comes first.

216. Employees in the classification of 0676 Legal Research Assistant, whose temporary appointment is for 12 months, shall receive four (4) floating holidays on their first day of employment to be used prior to the conclusion of the 12-month appointment. This allocation of floating holidays shall be prorated for temporary appointments of less than 12 months. These days are to be taken on days selected by the employee, subject to prior scheduling approval of the supervisor. Four (4) additional floating holidays will be granted on the subsequent anniversary date, if any, of each Legal Research Assistant to be used prior to the end of each year of employment. Floating holidays granted cannot be carried over into any subsequent year of employment, if any. No compensation of any kind shall be earned or granted for floating holidays not taken.
217. In addition, any day declared to be a holiday by proclamation of the Governor of the State of California or the President of the United States shall be included in the term "holiday" for purposes of this section.
218. 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.
219. 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.
220. 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.

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3. Holiday Pay for Employees Laid Off

221. 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.

4. Employees Not Eligible for Holiday Compensation

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

5. Part-time Employees Eligible for Holidays

223. 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.
224. 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.
225. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

**III.K. VACATION**

1. Definitions

226. "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.

2. Award and Accrual of Vacation

227. 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.

228. Except for the classification 0676 Legal Research Assistant, vacation may be earned and used from the first day of employment, after the earned time is credited per the preceding paragraph, for permanent employees and temporary employees with a specified term of longer than six (6) months.
229. Except for classification 0676 Legal Research Assistant, covered employees with less than five (5) years of continuous service earn .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. Employees in classification 0676 Legal Research Assistant do not accrue vacation allowance in the first year of continuous service, however, at the one (1) year anniversary date of continuous service, these employees 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.
230. 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.
231. 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.
232. 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.

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233. 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

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

### **III.L. TIME OFF FOR VOTING**

235. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

### **III.M. HEALTH AND WELFARE AND DENTAL INSURANCE**

#### 1. Court Contribution

236. Benefits plans and coverage 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:

Continuing from prior MOU	\$897
Effective 1/1/2016:	\$942
Effective 1/1/2017:	\$989

237. Permanent full time 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. Temporary employees appointed for a specified duration of greater than six (6) months and whose regular work schedules are at

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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.

2. Cash Out Option - Attorneys

238. Employees in classes Court Staff Attorney I (311C), Court Staff Attorney II (312C) and Senior Court Staff Attorney (316C) who so elect or have previously elected a “Cash Out Option” to dependent health care shall receive \$210 per month in cash, paid with the regular biweekly pay check, in lieu of dependent health care. No employee may have both dependent health care subsidy and the cash option. Attorneys, who choose the “cash out option” in lieu of dependent health care, are entitled to the cost of employee health care up to the amounts listed in paragraph #1 above, minus \$96.92 per pay period (\$210 per month). The provisions in this section may apply to successor permanent staff attorney classes, but will not apply to non-attorney classes or to class (0676) Legal Research Assistant.

3. Dental Benefits

239. 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 (non-sworn) employees of the City and County of San Francisco.

4. Benefits While on Unpaid Leave

240. 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, family care (including qualifying exigency leave for an active duty military family member) or bonding leave, pregnancy disability leave, 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) months.
241. The aforesaid payments will 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 will such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

### **III.N. LIFE INSURANCE**

242. The Court shall arrange for the City to continue to provide life insurance in the amount of \$125,000 to each employee in classes Court Staff Attorney I (311C), Court Staff Attorney II (312C) and Senior Court Staff Attorney (316C).
243. For all other covered classifications, the Court shall arrange for the City to continue to provide life insurance in the amount of \$50,000 to each employee.

### **III.O. BAR DUES**

244. Each full time employee who has been employed in classes Court Staff Attorney I (311C), Court Staff Attorney II (312C) and Senior Court Staff Attorney (316C) or (0676) Legal Research Assistant 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 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 covered by this Agreement.

### **III.P. DEFERRED COMPENSATION**

245. The Court agrees to continue the existing Deferred Compensation Program through the City and County of San Francisco. This program is voluntary on the part of employees and is funded solely from employee contributions.

### **III.Q. RETIREMENT**

1. Retirement Contributions
246. 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.
247. 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.

### **III.R. STATE DISABILITY INSURANCE (SDI)**

248. Upon the majority vote of employees in a classification in the Court which indicates that the majority of employees in that classification desire to be enrolled in the State Disability Insurance program, the Court shall take any and all necessary action to enroll such representation units and all employees therein at the beginning of the quarter following such an election. Since elections of this type were previously conducted, no new elections will take place unless there is a showing of interest in writing by 30% of the employees in a classification that such a new election is desirous. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.
249. In the event any classification, covered by this Agreement, elects coverage in SDI as provided above, the payment of sick leave pursuant to Superior Court Personnel Rule 18, or the subsequent rule number describing the same subject, shall not affect and shall be supplementary to payments from SDI. 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 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 the employee's option, his/her accrued vacation, and compensatory time off can also be integrated with SDI payments in the same manner as sick leave.
250. During the term of the Agreement, any successor classifications added to the existing bargaining unit which replace any classification that is covered by SDI shall automatically be enrolled in SDI. Any new classes which are added shall require election, by class, as described earlier in this section.
251. If a new bargaining unit is created or if the Union gains recognition for additional bargaining units, existing classes in that unit which are covered by SDI shall automatically be enrolled in SDI. Any new classes which are added to that new bargaining unit shall require election, by class, as described earlier in this section.

### **III.S. SUPPLEMENTAL LEAVE**

252. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount

of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, floating holidays, or vacation leave credits, so as to equal the normal salary the employee would have earned for the regular work schedule.

253. An employee who wishes not to supplement, or who wishes to supplement with compensatory time, floating holidays or vacation credits, must submit a written request to the Court's Human Resources Office within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
254. Employee supplementation of workers' compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers' compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available.
255. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
256. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

### **III.T. LONG TERM DISABILITY**

257. The Court shall arrange for the City to provide to covered employees with six (6) months continuous service a Long Term Disability (LTD) plan that provides, after a ninety (90) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five (65). Employees who receive payment under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

### **III.U. RETURN TO WORK**

258. The Court will make a good faith effort to return and reassign employees who have sustained an occupational injury or illness where the employee's doctor certifies that the employee is temporarily unable to perform specified aspects of



his or her regular job duties. Duties of this modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. However, the employee will be required to perform the essential job duties of a position in order to be paid in the classification assigned.

259. Where appropriate, temporary modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's work unit, the employee may be temporarily assigned to work in another classification, on a different shift, and/or in another work unit, subject to the approval of the Court Executive Officer or designee.
260. Neither the decision to provide or deny modified duty, nor the impact of such a decision shall be subject to grievance or arbitration.
261. It is also understood that modified duty assignments are temporary only.
262. Nothing in this section shall be interpreted to limit or expand the right of an employee who is a qualified individual with a disability to request accommodation under the Americans with Disabilities Act. Provision of modified duty shall not be interpreted as evidence of the Court's ability to make accommodations pursuant to the Americans with Disabilities Act on a long-term or permanent basis.

### **III.V. SICK LEAVE**

#### 1. Definitions

263. "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.

#### 2. Award and Accrual of Sick Leave

264. Sick leave may be earned and used from the first day of employment, after the earned time is credited per the following paragraph, for permanent employees and temporary employees with a specified term of longer than 90 days. Sick leave may be earned from the first day of employment for temporary employees with a specified term of fewer than 90 days, but accrued sick leave may not be used until after 90 days of employment.
265. An employee accrues sick leave allowance 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.

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266. 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.
267. In accordance with California's Paid Sick Leave law, an employee may use paid sick leave for one of the following reasons:
- a. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
  - b. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
    - i. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
    - ii. Spouse or Registered Domestic Partner
    - iii. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
    - iv. Grandparent
    - v. Grandchild.
    - vi. Sibling.
  - c. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
    - i. A temporary restraining order or restraining order.
    - ii. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
    - iii. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
    - iv. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
    - v. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
    - vi. To participate in safety planning and take other actions to

increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

268. 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, retirement or other separation from employment from the Court—except under the Wellness Program provisions.
269. 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.

### 3. Wellness Program

270. Any full time covered employee hired before 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.

## **III.W. PARENTAL RELEASE TIME**

271. Upon proper advance notification, employees may be granted up to 40 hours Parental Leave – four (4) hours of which will be paid leave each semester – each 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.
272. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in school/child care related activities on a specific date and at a particular time, if requested by management.

273. The employee may utilize either existing vacation, compensatory time off, or personal (unpaid) leave to account for absences after the four (4) paid hours per semester have been used. If both of the child's parents are employed by the Court at the same work site, the entitlement to a planned absence applies only to the parent who first gives notice.
274. Denial of Parental Leave under this section is not subject to the grievance process.

### **III.X. FAMILY CARE LEAVE**

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

### **III.Y. OTHER PROTECTED LEAVES**

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

### **III.Z. BEREAVEMENT LEAVE**

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

### **III.AA. PERSONAL LEAVE**

278. Personal leave shall be administered pursuant to Superior Court Rule 18.13, or the subsequent rule number describing the same subject, as follows:
279. a. Personal leave is defined as leave for reasons other than those covered in other sections of Rule 18, or the subsequent rule number describing the same subject.
280. b. Personal leave for permanent employees may be approved for a period of up to twelve (12) months within any two (2) year period. Personal leave for temporary or limited duration employees may be approved only if replacement of the employee is not required and for a maximum of one (1) month.
281. c. On the request of the Court Executive Officer, the Personnel Committee may, for reasons deemed to be in the best interest of the Superior Court, approve extension of personal leave for permanent employees beyond a twelve (12) month period.

### **III.AB. CATASTROPHIC LEAVE PROGRAM**

282. Covered employees may participate in the catastrophic leave program administered by the City and County of San Francisco pursuant entirely to its provisions.

### **III.AC. SABBATICAL LEAVE**

283. Bargaining unit employees may request unpaid sabbatical leave after seven (7) years of employment with the Court and every three (3) years thereafter. Approval of a request for sabbatical leave shall be in the discretion of the Court Executive Officer. Such leave shall be designated as personal leave and controlled by Personal Leave Rule 18.13, or the subsequent rule number describing the same subject.

### **III.AD. LIABILITY**

284. The Court shall defend and indemnify an employee against any claim or action against the employee on account of any act or omission in the scope of the employee's employment with the Court, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq. Nothing herein is deemed to supersede or expand referenced State law.

### **III.AE. TRANSFER OF LEAVE CREDITS**

285. Employees shall be allowed to transfer leave credits from sick leave to vacation or vice versa under the conditions listed 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.

## ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

### IV.A. TUITION AND TRAINING REIMBURSEMENT

286. The Court shall allocate thirty thousand dollars (\$30,000) for each year of this Agreement for tuition and training reimbursement for the use by classifications represented by Local 21. Any portion of this amount which has not been used by June 30 each year shall not be carried forward into subsequent fiscal years.
287. Eligibility: Any regularly scheduled full-time or part-time Court employee, represented by this Agreement, who has worked a minimum of one (1) year of continuous service, may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to professional development and enhancement within the employee's current classification or promotional opportunities from the employee's current classification.
288. Expenses: The Court will reimburse covered employees for registration, tuition, books, supplies, other required fees, and necessary travel expenses to attend appropriate job related training courses, if attendance has been approved in advance by the Court Executive Officer, or his/her designee. The Court will attempt to make such payment promptly upon the employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or it is not a credited course, an official transcript or other official document can be deemed evidence of satisfactory completion. Approval must be obtained in advance of the training taking place.
289. Paid Status During Training. Represented employees shall be on paid status when attending approved educational programs scheduled during normal working hours. Represented employees will be provided with an "in lieu" day for training approved by the Training Office that occurs on a weekend or other scheduled day off.
290. Pre-approval: Application for reimbursement shall be prepared on a form provided by the Court. Courses require pre-approval from the Court Executive Officer or designee.
291. Quarterly reports: The Court shall provide the Local 21 Chapter President with a quarterly report of fund use, including: Department, employee name, job title, name of class, date of class, cost breakdown, and account balance.

292. Repayment: If an employee resigns from the Court within one (1) year following completion of the training course, the amount of the tuition reimbursement shall be repaid by the employee to the Court from any legal source, including but not limited to final pay or vacation pay.

#### **IV.B. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS**

293. When a certificate, license or registration is required by the City, the Court, or the State as a condition of employment, the Court shall reimburse the employee for the amount of the fee for the renewal of such certificate, registration or license.

#### **IV.C. PROFESSIONAL DEVELOPMENT ACTIVITIES/MEMBERSHIPS**

294. The Court shall reimburse each staff attorney and legal research assistant (who has been employed by the Court for one (1) year as of January 15<sup>th</sup> each year) up to \$500 annually, for professional training and educational needs to comply with mandatory state bar continuing education requirements or other professional activities, including but not limited to membership in legal organizations, legal publications, legal materials, and registration fees. Employees, who begin working or are otherwise eligible after the beginning of the fiscal year, shall be reimbursed on a pro rata basis. In order to be eligible, employees must obtain the approval of the Court Executive Officer or designee who will review such a request based upon the applicability of the activity to court work. Represented attorneys shall be on paid status when attending MCLE programs scheduled during normal working hours. Any portion of the \$500 amount which has not been used by June 30<sup>th</sup> each year shall not carry forward into subsequent years.

#### **IV.D. EDUCATIONAL PROGRAMS**

295. Subject to the approval of the Court Executive Officer or designee, represented employees shall be on paid status when attending educational programs required to maintain a job-related state license.



## **ARTICLE V: WORKING CONDITIONS**

### **V.A. HEALTH AND SAFETY**

296. The Court acknowledges its responsibility to provide safe, healthful work environments for Court employees.
297. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall immediately so notify his/her supervisor and explain why he/she believes it is unsafe. If the supervisor agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.
298. If the supervisor and the employee, or his/her designated representative, do not concur, the matter may be submitted to the Grievance Procedure at Step 3 for resolution. The employee's assignment shall be continued until the dispute is resolved. If the employee still believes a hazard to exist, the Court shall arrange to have the condition evaluated by a member of the Department of Public Health, Office of Safety and Health (DPH OSH) Program staff or equivalent for final evaluation and resolution.

### **V.B. EMPLOYEE ASSISTANCE PROGRAM**

299. The Court shall continue its existing Employee Assistance Program, through the City and provide a similar benefit to that provided to similarly situated City employees.

### **V.C. REIMBURSEMENT OF DAMAGED OR STOLEN PROPERTY**

300. 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 sixty (60) days after the date of such alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than 120 days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

**V.D. TRAVEL EXPENSES**

1. Mileage

301. 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

302. 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

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

**V.E. FINGERPRINTING**

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

**V.F. JOINT LABOR MANAGEMENT COMMITTEE**

305. The Court agrees to the establishment of such a committee on the basis of the following:

306. a. The Union representatives will be comprised of not more than six (6) representative employees as stated in the Agreement for negotiation purposes.

307. b. The committee will meet not more than quarterly, unless by mutual agreement. Further, both parties agree to attempt to establish a regular meeting schedule by mutual agreement.

308. c. After a meeting has been scheduled, the Union must provide a written agenda to the Court not less than 48 hours in advance of the meeting, specifying topics to be discussed. Failure by the Union to provide such a written agenda will result in the cancellation of the meeting until the following quarter. Likewise the Court may propose agenda items with 48 hours notice to the Union.

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**V.G. TELECOMMUTING PROGRAM**

309. A. Telecommuting is defined as performing work—particularly unique or special projects—away from the work site to which the employee is normally assigned.
310. B. Where operational considerations permit, the Court may grant an employee's request to telecommute for a defined period of time and for a specific work product. The employee must provide the tangible work product to his/her supervisor upon returning to his/her normally assigned work site.
311. C. If the request to telecommute is denied and upon request by the employee, the denial and the reason for denial shall be in writing.
312. D. Eligibility: Only permanent Court employees are eligible for participation in the telecommuting program.

## **ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT**

### **VI.A. SCOPE OF AGREEMENT**

313. Nothing contained in this Agreement shall have the effect of modifying Superior Court Rule sections excluded from bargaining pursuant to Superior Court Rule 16, or the subsequent rule number describing the same subject, and California Rules of Court.
314. The Superior Court of California, County of San Francisco, through its duly authorized representatives, and the International Federation of Professional and Technical Engineers, Local 21, representing classifications of employees covered by this Agreement, shall have the mutual obligation to bargain in good faith on all matters within the scope of representation as defined by the Government Code and the California Rules of Court relating to the wages, hours, benefits and other terms and conditions of Court employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of this Agreement, provided, however that, except insofar as they affect compensation, those matters relating to the establishment and maintenance of a classification plan including the classification and reclassification of positions and the allocation and reallocation of positions to the various classifications; status rights; the establishment of standards, procedures and qualifications for employment, recruitment, application, examination, selection, certification and appointment; the establishment, administration and duration of eligible lists; pre-employment and fitness for duty medical examinations, except for the conditions under which referrals for fitness for duty examinations will be made, and the imposition of new requirements; the designation of positions as exempt, temporary, limited tenure, part-time, seasonal or permanent; resignation with satisfactory service and reappointment; exempt entry level appointment of the handicapped; approval of payrolls; conflict of interest; disciplinary actions, performance evaluation, and any matter within the authority of the Court pursuant to Federal or State Constitution, and/or California Government Code; the merits and administration of the court system; coordination, consolidation, and merger of trial courts and support staff; automation, including but not limited to fax filing, electronic recording, and implementation of information systems; design, construction, and location of court facilities; delivery of court services; hours of operation of the court and court system shall not be subject to bargaining under this Agreement. Impact from such matters shall be included within the scope of representation as those matters affect wages, hours, terms, and conditions of employment of court employees, to the extent such matters are within the Court's authority to determine.

315. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. This Agreement may be modified in writing, upon the mutual consent of the parties. The Union reserves its right to grieve the Court's discontinuation of a past practice for a period of six (6) months after the execution of this contract. For purposes of this section, a past practice must have been in existence for at least one (1) year and must address an appropriate subject to be included in this Agreement.
316. Except in cases of emergency as defined by the Government Code or as otherwise provided in this Agreement, the Court shall give reasonable written notice to the Union of proposed changes directly relating to matters within the scope of representation as specified in the Government Code. The Union shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
317. In cases of emergency, as defined by the Government Code, when the Court determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Union, the Court shall provide such notice and an opportunity to meet at the earliest practicable time following the adoption of such change.
318. The notice shall state the proposed change, the date, if known, of the intended implementation of such proposed change, an explanation of the reason(s) for said change(s), as well as the anticipated effect on represented employees that would result.
319. If the Union does not respond within fifteen (15) working days from the date of written notification of a proposed change, the Union shall be deemed to have waived its opportunity to meet and confer on the proposed change(s).
320. Upon timely request of the Union, the Court agrees to meet and confer with the Union over such proposed change(s) within ten (10) days of receipt of the request in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change(s). The time limits herein may be extended by mutual agreement of the parties.
321. In the event the parties do not reach agreement upon any proposed change(s), the Union may grieve in accordance with the grievance provisions of this Agreement. The parties may agree to expedited arbitration. Disputes about whether a change made by the Court violated the Agreement are grievable.
322. Failure by either party to engage in meeting and conferring in accordance with this provision will result in forfeiture of such party's rights under this section.

**VI.B. SAVINGS CLAUSE**

323. Should any part of this Agreement be determined to be contrary to law, such invalidation of that part or portion of this Agreement shall not invalidate the remaining portions herein. In the event of such determination the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.
324. Any term or condition of this Agreement which conflicts with the Fair Labor Standards Act, Title U.C.C. Sections 201 et seq. and/or the rules and regulations thereof, shall be null and void so long as said Act and/or the rules and regulations thereto continue to be applicable to the Court. Should any dispute over the application of the Act occur, the parties agree to meet and confer to resolve the dispute before taking other action.

**VI.C. AMENDMENT OR MODIFICATION**

325. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified by mutual consent of the parties. Such amendment(s) shall be reduced to writing.

**VI.D. DURATION OF AGREEMENT**

326. This Agreement shall be in effect upon ratification by both parties through and inclusive of June 30, 2015.

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 Officer

\_\_\_\_\_  
Angela Long  
Representative, IFPTE, Local 21

\_\_\_\_\_  
J.M. Muñoz  
Human Resources Director/  
Chief Negotiator

\_\_\_\_\_

\_\_\_\_\_  
Sue Wong  
Chief Financial Officer

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A: LOCAL 21 REPRESENTED CLASSIFICATIONS**

Class Code	Class Title
311C	Court Staff Attorney I
312C	Court Staff Attorney II
316C	Senior Court Staff Attorney
353C	Court Computer Applications Analyst
354C	Court Computer Applications Programmer
355C	Court Computer Facilities Coordinator
372C	Administrative Analyst II
375C	Court Training Specialist
0648	Court Investigator
0649	Probate Examiner
0655	Counselor, FCS
0676	Legal Research Assistant
476C	Personnel/Payroll Representative
479C	Principal Personnel/Payroll Representative
495C	Secretary to the Presiding Judge



**APPENDIX B: SCHEDULE OF COMPENSATION, Effective 7/1/2016**

Class Code	Class Title	CHANGE						
		DATE	Sch.	Step	Hourly	B/W	Mo.(26.1)	Annual (26.1)
311C	Court Staff Attorney I	7/1/16	07325	1	40.7000	3,256	7,082	84,982
				2	42.7250	3,418	7,434	89,210
				3	44.8625	3,589	7,806	93,673
				4	47.1125	3,769	8,198	98,371
				5	49.4625	3,957	8,606	103,278
312C	Court Staff Attorney II	7/1/16	07725	1	49.4625	3,957	8,606	103,278
				2	51.9375	4,155	9,037	108,446
				3	54.5250	4,362	9,487	113,848
				4	57.2625	4,581	9,964	119,564
				5	60.1250	4,810	10,462	125,541
316C	Senior Court Staff Attorney	7/1/16	08160	1	61.1875	4,895	10,647	127,760
				2	64.2500	5,140	11,180	134,154
				3	67.4625	5,397	11,738	140,862
				4	70.8375	5,667	12,326	147,909
				5	74.3750	5,950	12,941	155,295
353C	Court Computer Applications Analyst	7/1/16	07515	1	44.6750	3,574	7,773	93,281
				2	46.9000	3,752	8,161	97,927
				3	49.2500	3,940	8,570	102,834
				4	51.7125	4,137	8,998	107,976
				5	54.2875	4,343	9,446	113,352
354C	Court Computer Applications Programmer	7/1/16	07715	1	49.2500	3,940	8,570	102,834
				2	51.7125	4,137	8,998	107,976
				3	54.2875	4,343	9,446	113,352
				4	57.0125	4,561	9,920	119,042
				5	59.8625	4,789	10,416	124,993

**APPENDIX B: SCHEDULE OF COMPENSATION, Effective 7/1/2016**

Class Code	Class Title	CHANGE						
		DATE	Sch.	Step	Hourly	B/W	Mo.(26.1)	Annual (26.1)
355C	Court Computer Facilities Coordinator	7/1/16	07815	1	51.7125	4,137	8,998	107,976
				2	54.3500	4,348	9,457	113,483
				3	57.0125	4,561	9,920	119,042
				4	59.8625	4,789	10,416	124,993
				5	62.8625	5,029	10,938	131,257
372C	Administrative Analyst II	7/1/16	07025	1	35.1625	2,813	6,118	73,419
				2	36.9125	2,953	6,423	77,073
				3	38.7625	3,101	6,745	80,936
				4	40.7000	3,256	7,082	84,982
				5	42.7250	3,418	7,434	89,210
375C	Court Training Specialist	7/1/16	07315	1	40.5125	3,241	7,049	84,590
				2	42.5375	3,403	7,402	88,818
				3	44.6750	3,574	7,773	93,281
				4	46.9000	3,752	8,161	97,927
				5	49.2500	3,940	8,570	102,834
476C	Personnel/Payroll Representative	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
479C	Principal Personnel/Payroll Representative	7/1/16	07220	1	38.6625	3,093	6,727	80,727
				2	40.6000	3,248	7,064	84,773
				3	42.6250	3,410	7,417	89,001
				4	44.7625	3,581	7,789	93,464
				5	47.0000	3,760	8,178	98,136
0648	Court Investigator	7/1/16	07505	1	44.4625	3,557	7,736	92,838
				2	46.6750	3,734	8,121	97,457
				3	49.0125	3,921	8,528	102,338
				4	51.4625	4,117	8,954	107,454

REVISED 09/30/15

MEMORANDUM OF UNDERSTANDING, 10/01/2015- 06/30/17  
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO AND  
 IFPTE LOCAL 21

**APPENDIX B: SCHEDULE OF COMPENSATION, Effective 7/1/2016**

Class Code	Class Title	CHANGE						
		DATE	Sch.	Step	Hourly	B/W	Mo.(26.1)	Annual (26.1)
0649	Probate Examiner	7/1/16	07505	1	44.4625	3,557	7,736	92,838
				2	46.6750	3,734	8,121	97,457
				3	49.0125	3,921	8,528	102,338
				4	51.4625	4,117	8,954	107,454
0655	Counselor, FCS	7/1/16	07505	1	44.4625	3,557	7,736	92,838
				2	46.6750	3,734	8,121	97,457
				3	49.0125	3,921	8,528	102,338
				4	51.4625	4,117	8,954	107,454
0676	Legal Research Asst.	7/1/16	07115	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