

**AGREEMENT**  
**BETWEEN**  
**THE SUPERIOR COURT OF CALIFORNIA,**  
**COUNTY OF SAN FRANCISCO,**  
**AND THE MUNICIPAL EXECUTIVES ASSOCIATION**  
  
**EFFECTIVE**  
**JANUARY 1, 2005 THROUGH DECEMBER 31, 2007**

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## **AGREEMENT**

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

### **ARTICLE I: REPRESENTATION**

#### **I.A. Recognition**

1. The Parties acknowledges that the Association is and continues to be the recognized employee representative, pursuant to the provisions of Government Code section 71639 for classifications listed in Appendix A.
2. If a majority of the job duties are currently assigned to classifications represented by the Association are assigned to successor classifications, and if at least one employee then assigned to a classification represented by the Association is assigned to the successor classification, that successor classification shall be accreted to existing bargaining units covered by this Agreement.
3. If a majority of the job duties which are currently assigned to classifications represented by the Association are assigned to successor classifications, and if the classification is comprised solely of employees currently unassigned to any bargaining unit, the classification may be accreted to the existing bargaining unit covered by this Agreement upon a majority showing of interest by those employees.
4. The Court agrees to meet and confer with the Association on the impact of any classification study upon employees and related issues which are included in the scope of representation.
5. The provisions in this contract apply to the classification of 985C Court Commissioner only where specifically mentioned such as Wages, Legal Holidays, Vacation, Sick Leave, Retirement, Life Insurance, and Flexible Benefits.

#### **I.B. Intent**

6. It is the intent of the parties that the provisions of this Agreement shall become binding upon ratification by both parties, or upon failure of the ratification process, a final decision rendered by the Superior Court Personnel Committee after receipt of a recommendation of an appointed mediator. The Court shall contact the State Mediation and Conciliation Service (SMCS) and obtain a randomly selected listing of seven (7) mediators. From the list, the parties shall alternately strike, the union striking the first name, until single mediator's name remains. Said remaining mediator shall mediate the matter.
7. In the event the parties reach a tentative agreement, the Court and the Association shall present a full tentative agreement to the parties for ratification within sixty (60) days of signing such full tentative agreement together with their recommendations.
8. Pursuant to the provisions of the Trial Court Employees Governance and Protection Act (Government Code section 71600 et seq), the Court agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation, except as provided elsewhere in this Agreement.

#### **I.C. No Strike Provision**

9. During the term of this Agreement the Court will not lock out the employees who are covered by this Agreement.

This Association and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

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

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

#### **I.E. Management Rights**

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

#### **I.F. Official Representatives**

18. The Association may select as many as a total of five (5) members of the Association representing bargaining units SCM1 and SC2 to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Court, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings.
19. Release time shall be provided for MEA representatives to participate in disciplinary meetings, grievance meetings, meet and confer sessions and other labor relations matters with the Court. Release time shall not be

withheld unreasonably.

- 20. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the particular employee's and representatives' work unit(s).
- 21. No representative may leave the duty or work station without specific approval of his/her supervisor.
- 22. Each representative shall be responsible for the performance of his/her work load consistent with release time approved pursuant to rules established herein.

## **I.G. Grievance Procedures**

- 23. 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**

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

### **2. Time Limits**

- 25. The time limits set forth herein may be extended or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
- 26. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day.

### **3. Steps of the Procedure**

- 27. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure. A grievance affecting more than one employee shall be filed with the Chief Executive Officer, or designee. In the event the Court disagrees with the level at which the grievance is filed the Court may submit the matter to the Step it believes is appropriate for consideration of the dispute. The step procedures set forth herein may be modified or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing.
- 28. An employee shall first attempt to resolve the alleged violation informally with his/her immediate supervisor.
- 29. Step 1: If the alleged violation is not resolved informally with the immediate supervisor, the Association will submit the grievance on behalf of the represented employee in writing to the immediate supervisor within fifteen (15) days of the date of the occurrence of the act or the date the represented employee might reasonably have been expected to have learned of the alleged violation. The grievance will set forth the facts of the grievance, the terms and conditions of this Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or

solution being sought by the Association.

30. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
31. Step 2: If dissatisfied with the supervisor's response at Step 1, the Association, on behalf of the individual grievant, may appeal to the Chief Executive Officer/or designee, in writing, within ten (10) days of receipt of the Step 1 response. The Chief Executive Officer/or designee may convene a meeting within fifteen (15) days with the grievant and the grievant's Association representative. The Chief Executive Officer/or designee shall respond in writing within twenty (20) days of the meeting or receipt of the appeal, whichever is later.
32. Step 3: If dissatisfied with the Chief Executive Officer's/or designee's response at Step 2, the Association, on behalf of the individual grievant, may appeal to the Presiding Judge of the Superior Court in writing, within fifteen (15) days of receipt of the Step 2 response. The Presiding Judge may convene a grievance meeting within fifteen (15) days with the Association and the represented employee. The Presiding Judge shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
33. Step 4: If the Association is dissatisfied with the Step 3 response it may appeal by notifying the Presiding Judge, in writing, within twenty (20) days of the Step 3 decision that arbitration is being invoked. The parties shall select an arbitrator pursuant to section 4 within fifteen (15) days of receipt of the Association's written notice of the Association's intent to arbitrate.

#### 4. Selection of the Arbitrator

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

#### 5. Authority of the Arbitrator

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

#### 6. Fees and Expenses of Arbitrator

36. The fees and expenses of the Arbitrator and court reporter shall be shared equally by the Association and the Court.

#### 7. Date of Award

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

#### 8. Monetary Relief

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



## 9. Failure to Respond

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

## 10. Immediate Dispute Resolution

40. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the Association or a substantial number of members represented by the Association, and that will result in harm for which monetary relief would be an insufficient remedy, either the Court or the Association may request of the other party suspension of the grievance process as described in section 3 of this Section and proceed to immediate dispute resolution discussions with the Presiding Judge. The Presiding Judge shall schedule and conclude discussions within twenty (20) days of receipt of a written request by either party and the action triggering the request for immediate dispute resolution may be stayed upon mutual agreement.
41. Should the dispute still not be resolved it may be submitted to an arbitrator selected in accordance with the procedure detailed in paragraph #4 above.
42. This section may not be invoked for disciplinary grievances

## I.H. Property Loss Disciplinary Action Grievances:

43. All classifications covered by this labor agreement, *except* for the classifications of Court Supervisor I (201C), Court Supervisor II (202C), Mental Health Coordinator (261C), Assistant Director, Probate (265C), Supervising Family Court Counselor/Mediator (268C), Fiscal Services Supervisor (272C), Fiscal Systems Manager (274C), Supervising Court Administrative Secretary (291C) and Senior Court Assistant (0590), are designated “managerial” under the provisions of Government Code Section 71650(d)(2). As a result of this designation per this government code section, all employees in classes not listed herein who are otherwise covered by this Agreement are exempt from the provisions of Government Code Sections 71651- 1658 and appointments to these classifications are considered “at will.” As such discipline shall continue to be implemented pursuant to Superior Court Personnel Rule 5.
44. Only the classifications of Court Supervisor I (201C), Court Supervisor II (202C), Mental Health Coordinator (261C), Assistant Director, Probate (265C), Supervising Family Court Counselor/Mediator (268C), Fiscal Services Supervisor (272C), Fiscal Systems Manager (274C), Supervising Court Administrative Secretary (291C) and Senior Court Assistant (0590) are subject to the following provisions regarding disciplinary actions.

### 1. Definitions

45. Property Loss Disciplinary Actions are defined as any disciplinary action which results in a monetary loss.
46. 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.
47. Disciplinary Actions that do not result in a property loss, while 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.G, (of the MOU) but only through the third level of review and therefore are not subject to Arbitration. In cases of property loss

disciplinary action grievances, the initial level of review will be the Chief Executive Officer.

- 48. Property Loss actions taken due to layoff for organizational necessity, as part of the Layoff Process defined elsewhere (in the MOU), are not covered by this section.
- 49. The grievance process defined in this section does not apply when employment ceases at the expiration of a temporary appointment or an appointment of specified duration. Such cessation of employment shall not be subject to challenge under this, or any other, section.

## 2. Probationary Period

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

## 3. Rejection from Probation

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

## 4. Disciplinary Action

- 55. When property loss discipline is intended, the Court shall provide the employee with the following, at least ten working days prior to the effective date of the action being imposed:
  - 56. (1.) Written notice of the proposed action; and
  - 57. (2.) The reasons for the proposed discipline; and
  - 58. (3.) A copy of the charges and the materials upon which the action is based; and
  - 59. (4.) The right to respond, within ten (10) working days of the notice of action being received, either orally or in writing, to the Chief 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.
- 60. Within thirty (30) calendar days of receipt of the notice of disciplinary action involving a property loss, the employee may file a grievance directly to the Chief Executive Officer 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.
- 61. The CEO shall have fifteen (15) working days after receipt of the written grievance to review and seek

resolution of the grievance and respond in writing.

## 5. Mediation

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

## 6. Arbitration

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

## 7. Selection of the Arbitrator

67. The employee 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, 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

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

## 9. Duties and Powers of the Arbitrator

70. 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.
71. 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

72. The Arbitrator shall render a recommendation based upon the evidence provided during the arbitration process and hearing to the Presiding Judge of the Court, as described below.

## 11. Expenses of Arbitration

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

## 12. Review by the Court

74. The recommended decision of the Arbitrator shall be submitted to a Judge of the Court for review. The Judge shall be selected from a list comprised of the Presiding Judge, the Assistant Presiding Judge, and the Chair of the Personnel Committee. If the disciplinary decision has been presented to the Personnel Committee for consideration or action, the Chair of the Personnel Committee will be removed from the list of possible Reviewing Judges. Any judge on the list of Reviewing Judges may recuse him/herself from the list if he/she feels that he/she has sufficient familiarity with the facts of the case which could impact his/her decision. Selection of the particular Judge reviewing the matter shall occur by the Association striking first from this list of judges and the Court striking second. The Judge remaining shall review the Arbitrator's recommended decision and be referred to in the following as the "Reviewing Judge."
75. a. The Reviewing Judge 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 mutually agree to a different time frame.
76. b. In making his/her decision, the Reviewing Judge shall be bound by the factual findings of the Arbitrator, except factual findings that are not supported by substantial evidence, and the Reviewing Judge shall give substantial deference to the recommended disposition of the Arbitrator.
77. c. If the Reviewing Judge rejects or modifies the Arbitrator's recommendation, the Reviewing Judge 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 Reviewing Judge may reject or modify the recommendation of the Arbitrator *only* if the material factual findings are not supported by substantial evidence, or for any of the following reasons or reasons of substantially similar gravity or significance:
78. (1.) The recommendation places an employee or the public at an unacceptable risk of physical harm from an objective point of view.
79. (2.) The recommendation requires an act contrary to law.
80. (3.) The recommendation obstructs the Court from performing its constitutional or statutory function from an objective point of view.
81. (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.

82. (5.) The recommendation is contrary to past practices in similar situations presented to the Arbitrator that the Arbitrator has failed to consider or distinguish.
83. (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.
84. 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

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

### 14. Time Limits

86. 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.
87. 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.I. Dues Deduction

### 1. Authorization for Deductions

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

### 2. Dues Deductions

89. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee.
90. No later than nine working days following payday, the Court shall arrange for the City's Controller to promptly pay over to the Association all sums withheld for membership dues. The Court shall arrange for the City's Controller to also provide with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, classification, department number, and the amount

deducted.

91. The Court shall arrange for the City's Controller to provide the Association a list of covered employees containing employee name, employee number, classification, annual salary, salary range and whether the employee pays dues to the Association. Such list shall be provided in hard copy and on computer disk in a mutually agreeable format.
92. The above information shall be provided at no cost to the Association.
93. The Association agrees to indemnify and hold the Court and/or City harmless for any loss or damage arising from the operation of this section, provided the Court has complied with its obligations in this section.

## **ARTICLE II: EMPLOYMENT CONDITIONS**

### **II.A. Non-Discrimination**

94. The Court and the Association agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or Association membership or activity, or non-membership, nor shall a person be subject to sexual harassment. The Court shall process complaints of sexual harassment pursuant to Superior Court Personnel Rules, and Federal and State laws.

#### **1. Americans with Disabilities Act**

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

#### **2. Family Medical Leave Act**

96. The Court acknowledges its obligation to comply with the provisions of the Family Medical Leave Act and the California Family Rights Act.

## **ARTICLE III: PAY, HOURS AND BENEFITS**

### **III.A. Wages**

97. The class 985C Court Commissioner shall continue to earn a salary rate equal to 85% of that paid to a Superior Court Judge. The remainder of this section regarding Wages does not apply to this classification.
98. Effective January 1, 2005, a salary increase of 3.5%, shall be granted to all classifications in the bargaining unit (except classification 985C Court Commissioner). This amount shall be rounded to the nearest salary step on the standard compensation tables used by the City and County of San Francisco.
99. Each represented employee, except classification 985C Court Commissioner, shall receive a one-time only payment of \$1,500 gross pay in addition to regular wages. This payment shall be issued on June 14, 2005 along

with other paychecks for the pay period ending June 3, 2005. However, this payment shall be issued as a separate check from the pay check for each represented employee.

100. Effective December 1, 2005, a salary increase shall occur and shall equal the designated percentage increase in funding for salary purposes for the 2005-06 fiscal year, as allocated by the state through the Administrative Office of the Courts. Should there be no allocation available for salary increases, no salary increase shall occur. If such a percentage increase is granted, the applicable amount shall be rounded to the nearest salary step on the standard compensation tables used by the City and County of San Francisco. The Court shall provide to the Association applicable documentation from the Administrative Office of the Courts notifying the Court of the new allocation.
101. Effective December 1, 2006, a salary increase shall occur and shall equal the designated percentage increase in funding for salary purposes for the 2006-07 fiscal year, as allocated by the state through the Administrative Office of the Courts. Should there be no allocation available for salary increases, no salary increase shall occur. If such a percentage increase is granted, the applicable amount shall be to the nearest salary step on the standard compensation tables used by the City and County of San Francisco. The Court shall provide to the Association applicable documentation from the Administrative Office of the Courts notifying the Court of the new allocation.
102. Effective December 1, 2007, a salary increase shall occur and shall equal the designated percentage increase in funding for salary purposes for the 2007-08 fiscal year, as allocated by the state through the Administrative Office of the Courts. Should there be no allocation available for salary increases, no salary increase shall occur. If such a percentage increase is granted, the applicable amount shall be to the nearest salary step on the standard compensation tables used by the City and County of San Francisco. The Court shall provide to the Association applicable documentation from the Administrative Office of the Courts notifying the Court of the new allocation.

### **III.B Management Compensation Package**

#### **1. Acting Assignment Pay**

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

#### **2. Supervisory Differential Adjustment**

108. The Chief Executive Officer/or designee may adjust the compensation of a supervisory employee, except those in class 985C Court Commissioner, whose schedule of compensation is set herein subject to the following conditions:

- 109. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
- 110. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
- 111. c. The assignment is a regular one approved by the Chief Executive Officer/or designee.
- 112. 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.
- 113. e. The compensation range of the supervisor is less than 5% over the compensation range, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a biweekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
- 114. f. The adjustment of the compensation of the supervisor shall not exceed 7.5% over the compensation exclusive of extra pay, of the employee supervised.
- 115. g. If the application of this section adjusts the compensation of an employee in excess of his/her immediate supervisor, whose class is covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$1.00 biweekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
- 116. h. In no event will the Chief Executive Officer/or designee approve a supervisory salary adjustment in excess of 10% over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Chief Executive Officer/or designee may again review the circumstances and may grant an additional salary adjustment not to exceed 10%.

### 3. Night Shift Premium

- 117. A night shift is a tour of duty which commences after 1 p.m. and prior to 6 a.m., except employees who voluntarily work an alternate work schedule. Employees who are required to work a night shift or any shift on Saturdays, Sundays, or holidays, not including in lieu holidays, shall be paid nine percent (9%) more than the hourly rate of pay to which they are otherwise entitled, per the following:
- 118. This premium shall be paid to employees assigned to the night shift for:
- 119. a.. All hours actually worked, except those worked between 8:00 a.m. and 5:00 p.m. Monday through Friday.
- 120. b. All hours actually worked on a legal holiday, not including in lieu holidays.
- 121. c. All hours actually worked on Saturdays and Sundays.
- 122. d. Hours compensated for time off which have not been actually worked, such as vacation, floating holidays, compensating time off, jury duty, etc., except for sick leave or other credits used in lieu of sick leave.
- 123. The premium shall not be paid to employees assigned to the night shift for:
- 124. a. Hours compensated for time off used for illness related absences, such as sick leave or other



credits used in lieu of sick leave.

125. b. All hours worked between 8:00 a.m. and 5:00 p.m. Monday through Friday, except Saturdays, Sundays and legal holidays.

#### 4. Paid Leave

126. This paid leave section does not apply to class 985C Court Commissioner.

##### a. Executive Leave

127. Employees in the class of 192C are required to work the days and hours necessary to perform the job duties of their positions and shall schedule their time accordingly. Employees in this class shall not receive overtime, but shall receive five days of paid Executive Leave on July 1<sup>st</sup> each year. Any accrued Executive Leave exceeding five days unused at the close of the fiscal year will be paid out in cash at the employee's regular salary. Employees who enter a classification entitled to Executive Leave during the fiscal year shall be entitled to a pro-rated portion of accrual of Executive Leave for that fiscal year. Upon separation, any unused executive leave will be cashed out at the hourly rate of pay of the employee.

##### b. Administrative Leave

128. Employees covered by this contract, except those in the class of 192C Court Administrator may earn up to one hundred (100) hours of paid Administrative Leave (AL) per fiscal year under the following conditions:
129. (1.) The employee must work time in excess of normally scheduled hours in a given week in order to earn AL. Such excess hours worked shall be credited toward AL. If an employee has earned 100 hours of AL during a fiscal year, the employee may not earn additional hours of AL, regardless of work requirements in excess of these hours. However, in extraordinary circumstances, additional hours of Administrative Leave shall be granted over the current allowable cap per fiscal year at the discretion of the Chief Executive Officer. In such cases, the additional hours must be specifically requested and granted as hours in excess of the cap, prior to the additional time being worked.
130. (2.) Accrual or use of AL must be approved in advance by the Chief Executive Officer/or designee. Approval to accrue or use AL shall not be unreasonably withheld.
131. (3.) Employees shall not maintain balances of more than one hundred-forty (140) hours of AL.
132. (4.) Administrative leave may only be taken in paid time off and cannot be "cashed out," except at the time of separation from Court service.

##### c. Parent/Teacher conferences

133. Parent/Teacher Conferences. Employees subject to this contract may take up to 4 hours per semester for parent teacher conferences subject to prior notification of their supervisor. The employee shall make every effort to schedule the conferences at times which minimize any disruption to court operations and management.

## 5. Transfer of Leave Credits

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

## 6. Bereavement Leave

135. Effective with the first pay period following the ratification of the new Agreement, 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. 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 Chief 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.

## 7. Catastrophic Leave Program

136. Covered employees, except for classification 985C Court Commissioner, may participate in the catastrophic leave program of the City and County of San Francisco.

## 8. Wellness Program

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

## 9. Employee Health and Dental Benefits

139. Permanent employees and temporary employees with 1040 hours of service, within a consecutive 12-month period of time, are eligible to be enrolled in the Health Service System of the City and County of San Francisco.
140. Benefits shall be determined by the San Francisco Health Service Board and shall be consistent with similarly situated employees of the City and County of San Francisco.
141. Dental: The Court shall continue to contribute a monthly amount per represented employee sufficient to continue the family dental coverage provided in each fiscal year consistent with similarly situated employees of the City and County of San Francisco.

## 10. Flexible Benefits Program

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

Effective immediately:	\$324.46
Effective 7/1/05:	\$352.46
Effective 7/1/06:	\$377.46
Effective 7/1/07:	\$404.46

143. Employees would be required to participate in employee health care or demonstrate to the satisfaction of the Health Service System, that they are carried as a dependent on another plan for the duration of the plan year.
144. The elements of the flexible benefits program shall include but are not limited to: employee health care, dependent health care, DCAP, disability insurance, term life insurance and other life insurance, accident insurance, and other authorized mutually agreed benefits. Specific plan design shall be subject to administrative feasibility, as determined by the City, and shall be determined in consultation with the Association. The benefits plan shall conform to provisions of IRS Code Section 125.
145. The flexible benefits program plan year may be modified by mutual agreement. Such agreement must be confirmed in writing and is subject to the ability of the City to administer the requested change.
146. The aforesaid payments to the flexible benefits program shall not be considered as part of any employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

## 11. Life Insurance

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

## 12. Retirement

148. 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.
149. Effective with the first full pay period following ratification of this agreement by both parties, employees shall pay 7.5% employee retirement contribution of the employee's retirement contribution obligation for "new plan" members or 7.5% for "old plan" members. The court shall continue to pay 0.5% for "old plan" members. Base wages shall simultaneously be increased by 7.5%, rounded to the nearest salary step in the salary compensation tables used by the City and County of San Francisco.

### III.C. Adjustments

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

### III.E. Salary Step Plan and Salary Adjustments

#### 1. Entry at the First Step.

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

#### 2. Entry at Other than the First Step.

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

#### 3. Date Increment Due.

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

#### 4. Appointment Above Entrance Rate

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

### III.F. Methods of Calculation

155. Biweekly. An employee whose compensation is fixed on a biweekly basis shall be paid the biweekly salary for

his/her position for work performed during the biweekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

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

### **III.G. Work Schedules**

162. This section does not apply to class 985C, Court Commissioner.

#### **1. Standard Work Schedules**

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

#### **2. Alternate Work Schedule**

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

#### **3. Voluntary Reduced Work Week**

166. Employees, subject to approval by the Chief Executive Officer, may voluntarily elect to work a reduced work week for a specified period of time. Pay, vacation, holidays and sick pay shall be reduced on a pro

rata basis with such reduced work week. In order to maintain eligibility for benefits, such as health, dental and the flexible benefit plans, an employee must work 20 or more hours per week. If an employee works less than 20 hours per week, no benefits will be provided. Employees who are currently members of the City retirement system will retain their membership regardless of the number of hours worked per week. However, benefits for those employees will be prorated based on time worked.

### **III.H. Overtime/Fair Labor Standards Act**

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

### **III.I. Callback Pay**

168. If an employee, in any covered classification, except 192C Court Administrator or 985C Court Commissioner, is called into work, he/she shall receive a minimum four (4) hours of administrative leave credit, up to four (4) hours due to the call-back situation. If the number of hours actually worked during the callback period exceeds four (4) hours, then existing provisions governing administrative time off apply.

### **III.J. Severance Pay**

169. 1. The Court agrees that when involuntarily removing or releasing from employment a represented employee, the Chief Executive Officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the Chief Executive Officer fails or declines to inform the employee a full thirty (30) days in advance, the member shall receive pay in lieu of the number of days less than thirty (30) upon which s/he was informed.
170. 2. In addition to paragraph 1, the Court agrees that when involuntarily removing or releasing from employment a represented employee with ten (10) or more years of Court Service, the employee shall also receive severance pay in the amounts reflected below in exchange for a release signed by the employee and MEA of any and all claims the employee or MEA may have against the Court including any officer or employee thereof. This release does not effect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.

Over 10 years of service – six pay periods

Over 15 years of service – eight pay periods

Over 20 years of service – 10 pay periods

171. 3. In the event a represented employee is involuntarily returned to a lower level classification, that employee may elect to separate from Court Service and shall receive the severance pay per the schedule above at the higher level classification rate, in exchange for a release signed by the employee and MEA of any and all claims that the employee or MEA may have against the Court including any officer or employee thereof. This release does not effect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.

### III.K. Holidays

#### 1. Recognized Holidays

172. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees, per CCP 135 with reference to GC 6700:
- January 1 (New Year's Day)  
the third Monday in January (Martin Luther King, Jr.'s Birthday)  
February 12 (Lincoln's Birthday)  
the third Monday in February (President's Day)  
March 31 (Cesar Chavez Day)  
the last Monday in May (Memorial Day)  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (Columbus Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)
173. 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.
174. The Court shall accommodate religious beliefs and observance thereof by employees as required by law.
175. Employees shall receive four floating holidays each fiscal year, provided that it does not result in an accrual of more than four days. Floating holidays shall be taken on days selected by the employee subject to prior scheduling and approval of the Chief Executive Officer/or designee. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Any unused floating holidays shall be cashed out upon separation. The provisions of this section shall apply to part-time employees on a pro-rata basis, as set forth below in Section III Q.7. The provisions of this floating holiday section do not apply to class 985C Court Commissioner.
176. Employees who have established initial eligibility for floating days off and subsequently separate from Court employment, may at the sole discretion of the Chief Executive Officer, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.
177. In addition, any day declared to be a holiday by proclamation after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States shall be included in the term "holiday" for purposes of this section.
178. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, the Chief Executive Officer shall make provision for staffing on such preceding Friday so that said public offices may serve the public as may be required. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Chief Executive Officer in the current fiscal year. The Court shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

## 2. In-Lieu Holidays

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

## 3. Holiday Compensation for Time Worked

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

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

183. 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.
184. 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.
185. The provisions of this section shall apply to part-time employees on a pro-rata basis.
186. 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 Chief Executive Officer/or designee. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

## 5. Holiday Pay for Employees Laid Off

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

## 6. Employees Not Eligible for Holiday Compensation

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



## 7. Part-time Employees Eligible for Holidays

189. 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.
190. 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.
191. 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 Chief Executive Officer or designee.

## 8. Longevity Recognition

192. Employees who have completed five years of Court service at the maximum salary rate for their classification shall be credited with one additional floating holiday to be used per the same restrictions as the other floating holidays provided earlier in this section. This additional holiday will be credited effective on the implementation date of this agreement for those employees who meet the service requirement on that date. The provisions of this section do not apply to class 985C Court Commissioner.

## III.L. Vacation

193. This section does not apply to class 985C, Court Commissioner. Class 985C vacation benefits shall be unchanged during the period of this agreement .
194. 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.
195. An employee does not accrue vacation allowance in the first year of continuous service, however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year up to a maximum of 80 hours. Starting with the one year anniversary date of continuous service, an employee earns .0385 hours of vacation credit each pay period for each hour of paid time in the pay period, up to a maximum of 80 hours per year. Effective January 1, 2006, this vacation credit earning amount shall be increased to .0577 of an hour for each hour of paid time in the pay period, up to a maximum of 120 hours per year.
196. 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. . Effective January 1, 2006, this vacation credit earning amount for employees with more than five (5) years of service shall be increased to .0770 of an hour for each hour of paid time in the pay period, up to a maximum of 160 hours per year.
197. 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. . Effective January 1, 2006, this vacation credit

earning amount or employees with more than fifteen (15) years of service shall be increased to .0962 of an hour for each hour of paid time in the pay period, up to a maximum of 200 hours per year.

198. 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.

199. 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

200. 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.M. Sick Leave**

#### **1. Accrual**

201. Award and accrual of sick leave benefits shall remain unchanged during the period of this Agreement.

#### **2. Sick Leave with Pay Limitation**

202. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the net amount the employee would have earned for a regular work schedule minus premium pay adjustments. If the employee wishes to exercise this option, the employee must submit a signed statement to the Chief Executive Officer/or designee no later than ninety (90) days following the employee's release from disability leave.

### **III.N. State Disability Insurance (SDI)**

203. Upon a statement of a majority of members of a classification covered by this Agreement requesting that they be enrolled in the State Disability Insurance Program at the employee's cost, the Chief Executive Officer shall immediately take any and all necessary action to enroll such classification and all employees therein.

204. Once an employee or classification is enrolled in the State Disability Insurance Program, these benefits shall continue for the employee or classification as long as the employee remains within the MEA bargaining unit.

205. An employee entitled to SDI shall receive, in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first. At an employee's option, an employee's accrued vacation, holiday, and compensatory time off can also be integrated with SDI payments in the same manner as sick leave. During the term of the agreement, all classifications added to the MEA represented bargaining units, shall have the opportunity to purchase SDI upon a majority showing of the incumbents. The Court agrees to make changes to the classes with representation under this agreement, not more often than biweekly and will arrange that the applicable deduction should begin at the beginning of the applicable pay period. The Court agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

### **III.O. Unpaid Furloughs**

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

### **III.P. Temporary Eligibility for Health Service System**

207. Temporary employees who have served more than 1,040 hours of continuous Court service, whose regular work week at the time of inclusion in the system is not less than twenty (20) hours, shall be eligible for membership in the Health Service System (health plan coverage).

## **ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

### **IV.A. Management Training**

208. The Court shall establish a management training budget of \$15,000 each fiscal year covered by this contract to provide for job related training of MEA represented positions in the court. The expenditure of this fund shall be solely within the discretion of the Court. However, the Court agrees to the establishment and maintenance of a Management Training Committee of three MEA members selected by MEA to work with management to establish 1) criteria for attending training programs, 2) procedures for the review of training requests and 3) the range of training options. Under these procedures, this Committee will recommend training to be approved under this section. The provisions of this section do not apply to class 985C Court Commissioner.

### **IV.B. Paid Status During Training**

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

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

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

## **ARTICLE V: LAYOFF**

### **V.A. Seniority**

211. 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.

**V.B.. Additional Seniority Considerations**

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

**V.C. Order of Layoff**

- 215. 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:
- 216. (1.) Non-list Temporary or As-Needed
- 217. (2.) Temporary From Eligible List
- 218. (3.) Permanent

**V.D. Exceptions to the Order of Layoff**

- 219. In the event of a layoff, a person appointed to a position requiring special qualifications or skills as approved by the Chief 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 Chief 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 Chief Executive Officer.

**V.E. Establishment of Seniority Roster**

- 220. When a layoff is imminent, the Chief 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 Chief Executive Officer will notify affected employees at least sixty (60) days in advance of a layoff.

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

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

**V.G. Layoff – List Appointed Temporary Employees**

- 222. 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.

#### **V.H. Layoff – Permanent Employees**

##### **1. Inverse Order**

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

##### **2. Reinstatement to former classification.**

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

##### **3. Reassignment to a different classification**

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

#### **V.I. Holdover Status and Return to Duty**

226. 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.
227. 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.
228. 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.

#### **V.J. Involuntary Leave of Absence**

229. 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 Chief Executive Officer shall place such employees on an involuntary leave of absence, in lieu of layoff, unless the employee elects to be laid off.
230. Involuntary leave is unpaid.
231. Such reductions in force shall be effected by the provisions of this rule governing seniority and order of layoff.
232. Employees placed on an involuntary leave of absence may be ranked on holdover rosters the same as they would under a layoff.

233. 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.
234. 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.
235. A member of the Health Services System who wishes to remain a member must be placed on involuntary leave. Continued membership will be treated as with any other unpaid leave of absence. An employee electing layoff will be treated as another other separating employee by the Health Services System.
236. Leaves of absence imposed under the provisions of this rule will expire upon the return to duty of the holdover, upon the expiration of holdover status, or upon written request by the employee who elects to be laid off while on involuntary leave.

### **V.K. Reassignments Occasioned By Reduction Of Force**

237. Permanent Court employees who are subject to layoff, may submit a request to the Chief 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:
238. 1. Request for reassignment shall be submitted on the form prescribed by the Chief Executive Officer or designee.
  239. 2. The position to which reassignment is requested shall not be to a classification having a higher compensation schedule than the one from which reassignment is requested.
  240. 3. The Chief 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.
  241. 4. Employees so reassigned who are not suited to the position shall be given an opportunity for further reassignment to other positions within their capacities to perform.
  242. 5. In the event of layoff of an appointee who occupies a position through reassignment under the provisions of this section, such layoff shall be in accordance with the applicable provisions of this Layoff section.
  243. 6. Employees reassigned under the provisions of this section may reinstate to the former classification in accordance with the following:
    244. a. An employee in a permanent appointment may be reinstated to a position in any former class in which the employee held a permanent appointment upon the employee's written request on the prescribed form and with the approval of the Chief Executive Officer.
    245. b. An approved request for reinstatement shall remain in effect until the employee is either reinstated, separated, refuses an offer of reinstatement, or such a request is cancelled by the Chief Executive Officer.
    246. c. The employee shall receive one offer of reinstatement. Failure to accept a reinstatement offer shall forfeit all rights to reinstatement under this section.
  247. 7. In the event that more than one approved reassignment to the same classification is on file in the Court's Human Resources Office, preference shall be given to the appointee who has the longest service under

permanent appointment in the classification from which layoff is to be made.

## **ARTICLE VI: WORKING CONDITIONS**

### **VI.A. Health and Safety**

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

### **VI.B. Travel Expenses**

#### **Mileage**

251. 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.

#### **Business Travel on SF Municipal Railway**

252. 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.

#### **Meals and Lodging**

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

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

### **VII.A. Scope Of Agreement**

254. This Agreement sets forth the full and entire understanding of the parties. This Agreement may be modified, but

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

#### **VII.B. Savings Clause**

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

#### **VII.C. Omissions and Assumptions**

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

#### **VII.D. Duration of Agreement**

257. This Agreement shall be effective January 1, 2005 and shall remain in full force and effect through December 31, 2007.



APPROVED:

In Witness Hereof, the parties have executed this AGREEMENT this 26<sup>th</sup> day of January 2005.

For the Court:

\_\_\_\_\_  
Robert L. Dondero  
Presiding Judge

\_\_\_\_\_  
Gordon Park-Li  
Chief Executive Officer

\_\_\_\_\_  
Cheryl K. Martin  
Director, Human Resources

\_\_\_\_\_  
Neal Taniguchi  
Chief Fiscal Officer

For the Association:

\_\_\_\_\_  
Edward Lieberman  
MEA Management Representative

\_\_\_\_\_  
Guy Decker

\_\_\_\_\_  
Jerry Washington

\_\_\_\_\_  
Jacques Khorozian

\_\_\_\_\_  
Wayne Parinas

\_\_\_\_\_  
Emina Huseny

## **APPENDIX A**

Classifications covered by this agreement:

### **Bargaining Unit SCM-1**

142C Criminal Calendar Coordinator  
145C Deputy Jury Commissioner  
148C Court Manager  
155C Court Reporter Coordinator  
165C Director, Probate  
168C Manager, Unified Family Court Services  
176C Director, Training  
192C Court Administrator  
195C Executive Assistant to the Presiding Judge  
985C Court Commissioner

### **Bargaining Unit SC-2**

201C Court Supervisor I  
202C Court Supervisor II  
261C Mental Health Coordinator  
265C Assistant Director, Probate  
268C Supervising Mediator, Unified Family Court Services  
272C Fiscal Services Supervisor  
274C Fiscal Systems and Services Manager  
291C Supervising Court Administrative Secretary  
0590 Court Assistant Senior