



# *Superior Court of California*

## *County of San Francisco*

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

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Date: March 17, 2020

AUTHORIZATION #20-02

**AUTHORIZATION OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO, SETTING SCHEDULES OF COMPENSATION AND OTHER ECONOMIC BENEFITS BEGINNING MARCH 17, 2020 FOR CERTAIN UNREPRESENTED MANAGERIAL CLASSIFICATIONS OF PERSONS EMPLOYED BY THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO.**

I. This authorization, which has been approved pursuant to Government Code section 71623 and 71673, establishes the rates of compensation and additional benefits for the following classifications of Court employees: 131C Managing Attorney; 146C Emergency Protective Orders Commissioner, 147C Mental Health Hearing Officer; 149C Communications Director; 185C Director, Information Technology; 245C Drug Court Coordinator; 876C Director, Human Resources; 879C Director, Fiscal Services; and 899C Court Executive Officer.

II. The schedule of compensation authorized herein and the specified Court contribution to the cafeteria plan benefits shall be effective March 12, 2020 and after, as specified, or are continued from the previous authorization #19-01. The changes from authorization #19-01 are described below in Section IV.A. Wages and in Section IV.3.a. Health and Dental Care Benefits.

III. For purposes of this authorization, the term “covered employee” shall mean those classifications of employees enumerated in Paragraph I of this document, unless otherwise specifically included or excluded in the text of the authorization section. The term “Court” shall mean the Superior Court of California, County of San Francisco. The term “City” shall mean the City and County of San Francisco.

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

### **A. WAGES**

1. One-Time Payment: As a result of the Court realizing assessment dollars from the Traffic revenue backlog, each full-time, permanent employee covered by this authorization will receive a one-time payment of \$2,435 upon ratification. Eligible employees must be on paid status on March 17, 2020. This amount will be prorated for less-than-full-time, permanent employees. Temporary and as needed employees will not be eligible for this payment, nor will retired annuitants. The payment will not be subject to retirement deductions.

2. “Cash Out” Five Days of Any Accrued Leave Credit: Covered employees will be eligible to “cash out” up to five days of any accrued leave credits (i.e., Vacation, Floating Holiday, Sick Leave, or Executive and/or Administrative Leave). Within 10 working days of ratification, the Court will inform employees what process they should follow for cashing out the five days under this section.

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

4. Retroactive to October 8, 2019, a 1.5% salary increase shall occur for classifications covered by this authorization.

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

6. Salary Tables: The salary rates described in this section will be rounded to the nearest salary step on the standard compensation tables used by the City and County of San Francisco—except for classifications 146C Emergency Protective Orders Commissioner and 147C Mental Health Hearing Officer whose salaries are specially set as reflected in the Court’s salary schedule.

**B. OVERTIME AND HOLIDAY PAY**

All holiday and overtime paychecks should be distributed as part of the regular pay warrants for the period in which the overtime and holiday pay was earned.

**C. RECOVERY OF OVERPAYMENTS**

The schedule of recovery of any overpayment shall be made by mutual agreement between the Court and the employee, which agreement will be provided to the City in writing. In the absence of a mutual agreement, the Court will instruct the City to deduct no more than 20% of the total amount in any one biweekly paycheck.

**D. SENIORITY INCREMENTS**

1. Entry at the First Step. Covered employees who enter a classification at the first pay step shall advance to the second step within the classification upon completion of one (1) year of service (2080 hours worked, excluding overtime, but including paid holidays, paid vacation and paid sick leave) within the classification shall continue to advance to each successive step upon completion of one (1) additional year of service within the classification, until the maximum step is achieved.

2. Entry at Other than the First Step. Covered employees who enter a classification at a rate of pay other than the first step shall advance one step upon completion of one (1) year of service (2080 hours worked, excluding overtime, but including paid holidays, paid vacation and paid sick leave) within the classification and continue to advance to each successive step upon completion of one (1) additional year of service within the classification, until the maximum step is achieved.

3. Date Increment Due. Rate increments shall accrue from the next day following completion of required service as specified above.

**E. SUPERVISORY DIFFERENTIAL ADJUSTMENT**

The Court Executive Officer or designee may adjust the salary of a supervisory employee whose schedule of salary is set herein subject to the following conditions:

1. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable and responsible for, and in charge of the work of a subordinate or subordinates.

2. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

3. The assignment is a regular one approved by the Court Executive Officer or designee.

4. The salary range of the supervisor is less than 5% over the compensation range, exclusive of extra pay, of the employee supervised.

5. The adjustment of the salary of the supervisor shall not exceed 7.5% over the compensation exclusive of extra pay, of the employee supervised.

6. If the application of this section adjusts the salary of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount of \$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.

7. In no event will the Court Executive Officer or designee approve a supervisory salary adjustment in excess of 10% over the supervisor's current basic compensation. If, in the following fiscal year, a salary inequity continues to exist, the Court Executive Officer may again review the circumstances and may grant an additional salary adjustment not to exceed 10%.

#### **F. ACTING ASSIGNMENT PAY**

Employees assigned by the Court Executive Officer to perform the full range of essential functions of a position in a higher classification shall receive compensation at a higher salary if all the following conditions are met:

1. The assignment shall be in writing.
2. The position to which the employee is assigned must be a budgeted position.

3. The employee is assigned to perform the duties of a higher classification for longer than thirty (30) consecutive working days.

4. Upon written approval by the Court Executive Officer/or designee, an employee shall be paid a 7.5% adjustment if 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.

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

Employees who are assigned in the discretion of the Court to a designated bilingual or sign language position shall be granted additional compensation of fifty dollars (\$50) biweekly.

**H. SEVERANCE PAY**

If a covered employee with five (5) or more years of Court Service is involuntarily removed or released from employment, except an employee who is being terminated or demoted for cause, the employee shall receive severance pay in the amounts reflected below in exchange for a release signed by the employee of any and all claims the employee may have against the Court including any officer or employee thereof.

Over 5 years of service – three (3) pay periods

Over 10 years of service – six (6) pay periods

Over 15 years of service – eight (8) pay periods

Over 20 years of service – ten (10) pay periods

An employee terminated or demoted for cause is not entitled to severance pay.

**I. HEALTH AND DENTAL CARE BENEFITS**

1. Maintenance of Benefits: Permanent full-time employees, permanent part time employees whose regular work schedules are at least 20 hours per week, and temporary employees with 1040 hours of service, within a consecutive 12-

month period of time, are eligible to be enrolled in the Health Service System of the City and County of San Francisco. Benefit levels shall be consistent with similarly situated employees of the City and County of San Francisco.

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

3. Management Compensation Package Flexible Benefits Program:

a. The Court shall contribute biweekly for each covered employee, toward the Management Compensation Package flexible benefits program, the total of the following amounts for both employee and dependent coverage:

beginning 1/1/2020:	\$1,163.00
beginning 1/1/2021:	\$1,231.00
beginning 1/1/2020:	\$1,299.00

b. The Court will cease payment of any and all contributions for employee health and dental benefits and flexible benefits for those employees who remain on unpaid status in excess of sixteen (16) continuous weeks, with the exception of any leaves protected by federal, state, or local law, such as workers' compensation leave, leaves specifically covered by the Family and Medical Care Act (FMLA), or mandatory administrative leave. For mandatory administrative leave, the Court will cease payment of any and all contributions for employee health and dental benefits and flexible benefits for those employees who remain on unpaid status in excess of thirty-six (36) continuous months.

c. 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, etc. Specific plan design shall be subject to administrative feasibility, as determined by the City for similarly situated City and County managers. The benefits plan shall conform to provisions of IRS Code Section 125.

d. Employees are 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.

**J. LIFE INSURANCE**

The Court shall continue to arrange for the City to continue to purchase of a \$50,000 group term life insurance policy for each covered employee and the Court will contribute to all costs of such a policy. This section shall not diminish any existing rights of covered employees to purchase supplemental coverage through the Management Compensation Package.

**K. RETIREMENT CONTRIBUTION**

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

**L. STATE DISABILITY INSURANCE (SDI)**

Upon a vote by 50% plus one or more of the members of a covered classification that the members desire to be enrolled in the State disability Insurance Program at the employee's cost, the Court Executive Officer shall take any and all necessary action to enroll such employees therein. 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.

**M. WORK SCHEDULES**

This Section does not apply to 146C Emergency Protective Orders Commissioner.

1. A normal work schedule is a tour of duty of forty (40) hours per week, usually worked in eight (8) hour increments within a nine (9) hour period, during five consecutive days. An alternative work schedule may be established by mutual agreement. A part-time work schedule is a tour of duty less than forty (40) hours per week.

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

## **N. HOLIDAYS**

### **1. Floating Holidays**

In addition to those days designated by state statute as Court holidays, covered employees shall receive five (5) floating holidays per fiscal year effective each July 1<sup>st</sup>, provided that this receipt does not result in an accumulation of more than five days. These days are to be taken on days selected by the employee subject to the approval and sole discretion of the Court, prior to the end of the applicable fiscal year. These days are compensable upon separation. Part-time employees who are not regularly scheduled but are employed on an as needed irregular intermittent or other irregular basis are ineligible for the additional days.

### **2. 3, One-Time-Only Floating Holidays**

Covered employees will receive, three, one-time-only Floating Holidays (i.e., 24 Floating Holiday hours) to be used by June 30, 2019. If these Floating Holiday hours are not used by then (or cashed out per Section IV.A. Wages), they will not be carried over to FY19/20.

### **3. Part-time Employees Eligible for Holidays**

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

Therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a biweekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the biweekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.



The proportionate amount of holiday time 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 employer and the appropriate employer representative.

3. Holiday compensation for Time Worked

Employees who are covered by this authorization who are required by the Court to work on a State holiday, including Fridays observed as holidays in lieu of holidays falling on a Saturday, shall be allowed another day off within the fiscal year earned. Time off in lieu shall be scheduled by mutual agreement. This time off cannot be cashed out or carried into the new fiscal year.

4. Holiday pay for Employees Laid Off

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

**O. EXECUTIVE/ADMINISTRATIVE LEAVE**

This section does not apply to 146C Emergency Protective Orders Commissioner.

1. Executive Leave

Covered employees in the classifications of 131C Managing Attorney, 149C Communications Director; 185C Director, Information Technology; 876C Director, Human Resources; 879C Director, Fiscal Services; and 899C Court Executive Officer are generally required to work in excess of eighty (80) hours per pay period because of the nature of their positions. In light of this work requirement, each full-time employee in a classification covered by this section shall be eligible to receive forty (40) hours of executive leave annually at the beginning of the fiscal year and at the discretion of the Court Executive Officer or designee. 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> each year that is between forty (40) and eighty (80) hours will be cashed out. Also, upon separation from Court service, any accrued Executive Leave hours will be cashed out. Employees in these classifications are not required to report absences of four (4) hours or less for official attendance reporting purposes and will at

no time have their salary docked for absences of less than one day. This recognition requires that these employees keep their superiors apprised of their schedules and must obtain approval from their superior in advance for all planned absences. These covered employees may be required to electronically provide their schedules through a calendaring system developed and required by the Court. This recognition and self scheduling may be rescinded, at the discretion of the Court, for an individual employee if the employee has abused the privilege. Further procedures for administering the provisions of this section may be developed by the Court Executive Officer or designee. These classifications shall not be eligible to receive compensatory time off or overtime.

## 2. Administrative Leave

Covered employees in the classifications of 147C Mental Health Hearing Officer and 245C Drug Court Coordinator, may earn up to forty (40) hours of paid administrative leave (AL) per fiscal year for hours worked in excess of forty (40) hours per week. For purposes of this provision, legal holidays provided for in the government code and jury duty shall be considered time worked. Administrative leave shall be earned on a straight time basis and must be approved by the employee's direct supervisor. In no case will covered employees be allowed to earn more than forty (40) hours of administrative leave in a fiscal year even if their duties require them to work in excess of their normal work schedule. Employees shall not maintain balances of more than eighty (80) hours of AL at any point in time. Not more than forty (40) 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> each year that is between forty (40) and eighty (80) hours will be "cashed out" automatically to the employee.

## 3. Parental Leave

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

schedule the conferences at times which minimize any disruption to court operations and management.

**P. VACATION**

Vacation may be earned and used from the first day of employment for permanent employees and for temporary employees with a specified term of longer than six (6) months. Vacation accrues at the rate of .0577 of an hour each pay period for each hour of paid time in the pay period, up to a maximum of 120 hours per year.

At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year, except that the amount of the vacation allowance shall not exceed forty (40) hours. Starting with the five-year anniversary date of continuous service, an employee earns .0770 hours of vacation credit each pay period for each hour of paid time in the pay period, up to a maximum of 160 hours per year.

At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours. Starting with the fifteen-year anniversary date of continuous service, an employee earns .0962 hours of vacation credit each pay period for each hour of paid time in the pay period, up to a maximum of 200 hours per year.

At the end of twenty (20) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

The maximum number of vacation hours an employee may accrue is as follows:

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

More than 15 years

400 hours

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

**Q. SICK LEAVE**

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

An employee accrues sick leave allowance at the 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.

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.

**R. TRANSFER OF LEAVE CREDITS**

Covered employees may transfer leave credits from sick leave to vacation or vice versa under the following conditions. No other leave balances may be used. 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.

**S. BEREAVEMENT LEAVE**

Covered employees shall be authorized bereavement leave with pay due to the death of the employee's parent, stepparent, spouse, domestic partner, child, grandparent, legal guardian, brother, sister, grandchild, stepchild, adopted child, any person who is permanently residing in the household of the employee, or any other person to whom the employee may reasonably be deemed to owe respect. All

aforementioned relationships also include the same relationship 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.

#### **T. WELLNESS PROGRAM**

Covered employees 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.

**U. BAR DUES**

For employees in the classification of 131C Managing Attorney, membership in the California Bar is required. Therefore, each full-time employee who has been employed in the classification of 131C Managing Attorney for more than one year as of January 15th of each year shall be reimbursed for the full amount of his/her annual basic California State Bar dues for that calendar year. Employees in this classification who are appointed at less than full time, under the same conditions, will be reimbursed for a pro rata share based upon the fractional time base, e.g. half time equals half payment. In addition, specialty department dues will be paid at the discretion of the Court Executive Officer if that specialty department is job related. Payment shall be made no later than February 15th of each year.

**V. FINGERPRINTING**

The Court shall bear the full cost of fingerprinting whenever such is required of an employee.

**W. DAMAGED OR STOLEN PROPERTY**

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

**X. CERTIFICATION:**

The Superior Court of California, County of San Francisco, has approved the terms of the above authorization, per Government Code sections 71623 and 71673.

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