

AGREEMENT

Between and For

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

And

**THE SAN FRANCISCO OFFICIAL COURT REPORTERS
ASSOCIATION,
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO**

March 9, 2016 through June 30, 2017

MEMORANDUM OF UNDERSTANDING
SUPERIOR COURT AND SFOCRA, IFPTE, LOCAL 21

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I: REPRESENTATION	2
I.A. REPRESENTED CLASSIFICATION.....	2
I.B. REPRESENTATION AND RECOGNITION	2
I.C. INTENT	2
I.D. GENERAL PROVISIONS.....	3
1. No Strike/No Lockout.....	3
2. Supersession.....	3
I.E. COURT’S RIGHTS.....	3
I.F. UNION RIGHTS.....	4
I.G. JOINT LABOR MANAGEMENT COMMITTEE	4
I.H. OFFICIAL REPRESENTATIVES AND STEWARDS.....	5
1. Official Representatives.....	5
2. Stewards.....	5
3. Union Leave.....	6
I.I. UNION SECURITY.....	6
1. Authorization for Deductions	6
2. Dues Deductions	6
3. Agency Shop.....	6
4. Fair-Share Service Fee.....	7
5. Financial Reporting.....	7
6. Religious Exemption.....	7
7. Payroll Deduction	7
8. Indemnification	8
9. Employee Lists.....	8
10. Bulletin Boards	9
11. New Hires	9
I.J. GRIEVANCE PROCEDURES.....	9
1. Definition	9
2. Grievance Description	10
3. Time Limits.....	10
4. Steps of the Procedure	10
5. Arbitration.....	11
6. Authority of the Arbitrator.....	11
7. Fees and Expenses of Arbitrator	12
I.K. PROPERTY LOSS DISCIPLINARY ACTION GRIEVANCES:	12
1. Definitions.....	12

2. Exclusions	12
3. Rejection from Probation	13
4. Disciplinary Action	13
5. Arbitration	14
6. Selection of the Arbitrator	14
7. Hearing	14
8. Duties and Powers of the Arbitrator	14
9. Arbitrator's Decision	15
10. Expenses of Arbitration	15
11. Review by the Court	15
12. Writ 16	
13. Time Limits	17
I.L. PROBATION	17
1. Probationary Period	17
2. Rejection from Probation	17
ARTICLE II: EMPLOYMENT CONDITIONS	18
II.A. NON-DISCRIMINATION	18
II.B. AMERICANS WITH DISABILITIES ACT	18
II.C. LAYOFF	18
1. Seniority Defined	18
2. Order of Layoff	19
3. Exceptions to the Order of Layoff	19
4. Establishment of Seniority Roster	20
5. Layoff – Non List Temporary and/or As-Needed Employees (Official Reporters Pro Tempore)	20
6. Layoff – Permanent Employees (Permanent Official Reporters)	20
7. Reinstatement to Former Classification	20
8. Holdover Status and Return to Duty	20
9. Involuntary Leave of Absence	21
II.D. LAYOFF ADJUSTMENT	22
II.E. DAILIES	22
II.F. PERSONNEL FILES	22
ARTICLE III: WAGES	24
III.A. WAGES	24
III.B. ADDITIONAL COMPENSATION	25
1. Realtime Certification Requirement	25
2. Realtime Qualification Requirement	25
3. CART Reporting	25
4. Bilingual Premium	26
5. Acting Assignment Premium	26
III.C. SEVERANCE PAY	26
III.D. PAYROLL PROCEDURES	27
1. Recovery of Overpayment	27

ARTICLE IV: HEALTH AND WELFARE.....	28
IV.A. HEALTH AND DENTAL INSURANCE	28
1. Maintenance of Benefits	28
2. Court Contribution to Health Benefits.....	28
3. Dental Benefits.....	28
4. Computer Vision Care	28
5. Benefits While on Unpaid Leave.....	29
IV.B. TERM LIFE INSURANCE	29
IV.C. LIABILITY COVERAGE	29
IV.D. LONG TERM DISABILITY INSURANCE	30
IV.E. STATE UNEMPLOYMENT AND DISABILITY INSURANCE	30
IV.F. RETURN TO WORK.....	30
IV.G. PARTICIPATORY PLANS.....	31
 ARTICLE V: RETIREMENT.....	 32
 ARTICLE VI: HOURS OF WORK AND TIME OFF	 33
VIA. HOURS OF WORK.....	33
1. Full-time Work Schedules.	33
2. Part-time Work Schedules.	33
3. Rest Periods and Lunch Breaks	33
4. Overtime/Compensatory Time.....	34
VIB. HOLIDAYS	34
1. Floating Holidays.....	34
2. Legal Court Holidays.....	35
3. Holiday Compensation for Time Worked.....	35
4. Holiday Pay for Employees Laid Off.	35
5. Employees Not Eligible for Holiday Compensation.	35
6. Part-time Employees Eligible for Holidays.	36
VIC. VACATION.....	36
VID. LEAVES OF ABSENCE	38
a. Sick Leave.....	Error! Bookmark not defined.
b. Bereavement Leave.....	41
c. Maternity/Paternity Leave	42
d. Leave to Care for Medical Needs of Child	42
e. Family Medical Leave Act Leave.....	42
f. Wellness Program	42
g. Transfer of Leave Credits	42
VI.E. WORKERS' COMPENSATION	43
VI.F. PERSONAL LEAVE.....	43
VI.G. JURY DUTY.....	43
VI.H. TIME OFF FOR VOTING	43
VI.I. PARENTAL RELEASE TIME	43
VI.J. FAMILY CARE LEAVE	44

VI.K. STATUTORILY-REQUIRED LEAVE.....	44
VI.L. MILITARY LEAVE.....	45
VI.M. UNPAID ADMINISTRATIVE LEAVE	45
ARTICLE VII: TRAINING AND EDUCATION	46
ARTICLE VIII: APPLICATIONS AND PERSONNEL SELECTION.....	47
VIII.A. APPLICATION PROCESS	47
1. Protests of Employment Opportunity Examination Announcements	47
2. Re-issuance of Employment Opportunity Examination Announcements	47
VIII.B. PERSONNEL SELECTION PROCESS	48
1. Protests of Personnel Selection Results	48
2. Re-issuance of Personnel Selection Placement Results.....	48
ARTICLE IX: WORKING CONDITIONS	49
IX.A. HEALTH AND SAFETY	49
IX.B. ERGONOMIC ENVIRONMENT.....	49
IX.C. REIMBURSEMENT OF WORK-RELATED EXPENSES	49
1. Mileage	49
2. Business Travel.....	50
3. Meals and Lodging	50
4. Damaged or Stolen Property.....	50
IX.D. FINGERPRINTING	50
ARTICLE X: AGREEMENT CONDITIONS	51
X.A. SCOPE OF THE AGREEMENT.....	51
X.B. SAVINGS CLAUSE.....	52
X.C. TERM OF AGREEMENT.....	52
APPENDIX A: WAGE TABLE	54

AGREEMENT

This Agreement is entered into by the Superior Court of California, County of San Francisco, (hereinafter “Court”) and the San Francisco Official Court Reporters Association, International Federation of Professional and Technical Engineers, Local 21 (hereinafter “Union”). References may be made to the State of California, (hereinafter “State”) or the City and County of San Francisco, (hereinafter “City”) and the San Francisco Official Court Reporters Association (hereinafter “SFOCRA”). It is agreed that the delivery of Court services in the most efficient, effective, and courteous manner is of paramount importance to the Court, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

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

ARTICLE I: REPRESENTATION

I.A. REPRESENTED CLASSIFICATION

1. Permanent official reporters and official reporters pro tempore providing the official verbatim record of oral proceedings in the Superior Court of California, County of San Francisco, will be appointed and work in classification 500C Court Reporter. The provisions of this Agreement will only apply to said employees.
2. Pursuant to Business and Professions Code 8016, all Court Reporters must be holders of a certificate in full force and effect issued by the Court Reporters Board of California in order to engage in the practice of shorthand reporting. (See also Section VI.M. (UNPAID ADMINISTRATIVE LEAVE).)
3. All Court Reporters must possess Realtime Qualification from the Court as defined in Section III.B.2 Realtime Qualification Requirement. Court Reporters who do not possess that qualification will have until June 30, 2013 to obtain it, at which time the job specification will be updated to reflect this requirement.

I.B. REPRESENTATION AND RECOGNITION

4. San Francisco Official Court Reporters Association/International Federation of Professional & Technical Engineers, Local 21 is the exclusive bargaining representative for classification 500C employees.

I.C. INTENT

5. It is the intent of the parties signatory hereto that the provisions of this Agreement shall become binding upon adoption or acceptance by the Executive Committee of Judges of the Court and ratification by the general membership of the Union. Pursuant to Government Code Section 71634.4, if after a reasonable period of time, representatives of the Court and the union fail to reach agreement, the Court shall contact the State Mediation and Conciliation Service (SMCS) and obtain the services of a mediator randomly assigned by the SMCS. Pursuant to Title 8, Division 1, Chapter 7, Article 1 Section 17300 (Reimbursement for Services), some fees may apply for certain types of mediations. Costs of mediation, if any, shall be divided equally between the parties.
6. Pursuant to the provision of the Court Employee Labor Relations, CRC 10.651-659, et. seq., as amended, the Court agrees to meet and confer with the Union on

Revised 3/9/2016

matters the court has authority to determine that are within the scope of representation, except as provided elsewhere in this Agreement.

I.D. GENERAL PROVISIONS

1. No Strike/No Lockout

7. During the term of this Agreement neither the Union nor its agents, not any unit SC5 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Court.
8. The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this Section.
9. The Court agrees not to conduct a lockout against any of the employees covered by this Agreement during the term of this Agreement.

2. Supersession

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

I.E. COURT'S RIGHTS

11. Except for those rights which are abridged or limited by this Agreement, all rights are reserved to the Court.
12. Consistent with this Agreement, the rights of the Court shall include, but not be limited to, the right to determine the mission of the Court, its divisions and work units; to maintain the efficiency of Court operations; to set standards of service; to determine, consistent with the Government Code, California Rules of Court, and Court Personnel Rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means and personnel by which this Court's operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The

Revised 3/9/2016

Court has the right to make reasonable rules pertaining to employees consistent with this Agreement.

I.F. UNION RIGHTS

13. Notwithstanding any other provision of this Agreement, the Union retains all rights granted to employee organizations by the Trial Court Employment Protection and Governance Act, including, but not limited to, the right to represent its members in their employment relations with the Court; the right to be provided by the Court with reasonable written notice of any proposed changes to rules, practices, or policies directly relating to matters that are within the scope of representation under the Act prior to the implementation of those rules, practices, or policies; and the right to meet and confer with the Court over matters that are within the scope of representation under the Act. Nothing in this Agreement shall be interpreted as constituting a waiver of those rights by the Union, nor shall anything in this Agreement be interpreted or applied so as to deprive the Union or any employee represented by the Union of any rights granted to them by any federal or state law.

I.G. JOINT LABOR MANAGEMENT COMMITTEE

14. The Court and the Union agree to the establishment of a Joint Labor Management Committee (JLMC) to serve as a forum to address issues of mutual concern.
15. 1. The Union representatives will be comprised of up to 3 representatives of Classification 500C. This number may be increased by mutual consent.
16. 2. The committee will meet quarterly, and more often by mutual agreement.
17. 3. After a meeting has been scheduled, the Court and the Union must provide each other with a written agenda not less than 48 hours in advance of the meeting specifying topics to be discussed. If neither side provides a written agenda, the scheduled meeting will be cancelled until the following quarter.

Revised 3/9/2016

I.H. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives

18. The Union may select from among the covered employees up to three (3) representatives for the purposes of negotiating with the Court, during the employees' regular duty or work hours without loss of compensation, on matters within the scope of representation.
19. In scheduling meetings due consideration shall be given to the operating needs and work schedules of the Court.

2. Stewards

20. The Union shall furnish the Court with an accurate list of stewards and alternate stewards. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward.
21. The Union recognizes that it is the responsibility of the stewards to assist in the resolution of grievances at the lowest possible level.
22. Stewards or designated officers of the Union, subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise as to the area or work location where they will be investigating or processing grievances. The Union will attempt to ensure that steward release time will be equitably distributed.
23. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or an issue regarding health, human safety, property damage or inappropriate interaction with clients or other public members, the steward shall not unreasonably be denied the right to leave his/her post or duty to assist the employee in the disciplinary process.
24. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time, after scheduling such time with the approval of the applicable supervisor.

Revised 3/9/2016

25. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

3. Union Leave

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

I.I. UNION SECURITY

1. Authorization for Deductions

27. The Court shall arrange for the City to deduct, including but not limited to, Union dues, fair-share service fees, payments in lieu of service fees, SFOCRA dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the City Controller of a form authorizing such deductions by the employee. The Court shall arrange for the City to pay over to the designated payee all sums so deducted. Upon request of the Union, the Court agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

2. Dues Deductions

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

3. Agency Shop

29. Application: Except as provided otherwise herein, the provisions of this section shall apply to all covered employees represented by the Union when on paid status.

Revised 3/9/2016

4. Fair-Share Service Fee

30. For the duration of this agreement, covered employees as listed in Article I.A., except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union, or in lieu thereof, shall pay a fair-share service fee to the Union. The fair-share service fee payment shall be established annually by the Union, provided that such fair-share service fee will be used by the Union only for the purposes permitted by law.

5. Financial Reporting

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

6. Religious Exemption

32. Any covered employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership shall upon presentation of membership and historical objection be relieved of any obligation to pay the required service fee. The union shall be informed in writing of any such requests.
33. A covered employee who has been relieved under this section from paying the service fee is required to pay sums equal to the fair share service fee, which is equal to union dues, to a nonreligious, non-labor charitable organization fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue code, chosen by the employee from among the following three charities: Haight Ashbury Free Clinics, Inc., San Francisco Education Fund, San Francisco Food Bank.

7. Payroll Deduction

34. The Union shall provide the Court Executive Officer and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Court shall arrange that the City Controller may

Revised 3/9/2016

take up to thirty (30) days to implement such changes. The Court shall arrange that nine (9) working days following payday the City Controller will promptly pay over to the Union all sums withheld for union dues, fair-share service fees, and political action fund contributions; to SFOCRA all SFOCRA dues withheld; and to the charities designated in Section 6 (above), all in lieu service fees withheld.

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

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

37.

8. Indemnification

38. The Union shall indemnify, defend and hold the Court, its Officers, agents and employees harmless from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which may be imposed upon them relating to the Court's compliance with the agency fee obligation including claims relating to the Union's use of the monies collected under these provisions.

9. Employee Lists

39. The Court shall arrange that the City Controller shall provide to the Union with each payment a list of employees paying union dues, fair-share service fees, in lieu of service fees, and political action fund contributions. All such lists shall contain the employee's name, employee number, classification, and amount deducted.

40. The Court shall also provide SFOCRA with a list of employees paying SFOCRA dues.

41. The Court shall immediately send notice of any change in the employment status of any covered employee to the Union immediately upon such change occurring.

Revised 3/9/2016

42. No later than January 15 of each year, a list of all bargaining unit employees containing status (permanent authorized position, temporary position, other) and work assignment shall be provided to the union.

10. Bulletin Boards

43. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees.

11. New Hires

44. The Court agrees to provide the Union with the names and work address of newly hired employees in the class covered by this Agreement. The Court will provide such new employees with information regarding the Union and agency shop. During new hire in-service training the Union steward may participate in the new hire orientation for the sole purpose of providing new Court Reporter employees information regarding SFOCRA membership. The Court will notify the Union of these meetings in a timely manner.

I.J. GRIEVANCE PROCEDURES

45. 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

46. A grievance is defined as an allegation by an employee, a group of employees or the Union that the Court has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement or Court rules, policies or procedures subject to the scope of bargaining as set forth in this Agreement. Disciplinary actions or discharges that result in a property loss, i.e. specifically known as a “property loss grievance,” may not be grieved in this section, but may be grieved in accordance with the Property Loss Grievance provisions of this Agreement.
47. Written reprimands, counseling memos or evaluative material of a negative nature that documents performance are not subject to either grievance procedure. An employee shall be entitled to submit a written rebuttal.

Revised 3/9/2016

2. Grievance Description

48. The Union and the Court agree that all grievances shall contain the following information:
49. a. A written description of the grievance;
50. b. The section(s) of the Agreement, or court rule(s), policy(ies) or procedure(s) violated;
51. c. The remedy or solution sought by the Grievant.

3. Time Limits

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

4. Steps of the Procedure

53. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure.
54. Step 1: An employee shall discuss the grievance informally with the Managing Court Reporter as soon as possible but in no case later than twenty (20) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a Union representative present.
55. If the grievance is not resolved within five (5) working days after contact with the Managing Court Reporter, the grievant will submit the grievance in writing to the Managing Court Reporter on a mutually agreeable grievance form within five (5) working days of the Managing Court Reporter's decision or the deadline for such a decision. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
56. The Managing Court Reporter shall respond in writing within five (5) working days following receipt of the written grievance.

Revised 3/9/2016

57. Step 2: A grievant dissatisfied with the Managing Court Reporter's response at Step 1 may appeal to a Court executive manager/administrator, as designated by the Court Executive Officer, in writing, within ten (10) working days of receipt of the Step 1 answer. Upon designation by the Court Executive Officer, the designated executive manager/administrator will have the delegated authority to resolve the grievance at Step 2. The designated executive manager/administrator will convene a grievance meeting within ten (10) working days with the grievant and/or the grievant's Union and/or the grievant's Union representative. Within five (5) working days following the meeting, the designated executive manager/administrator shall respond in writing to the grievance.
58. Step 3: A grievant dissatisfied with the designated executive manager/administrator's response at Step 2 may appeal to the Court Executive Officer, in writing, within fifteen (15) working days of receipt of the Step 2 answer. The Court Executive Officer may convene a grievance meeting within ten (10) working days with the grievant and/or the grievant's Union. The Court Executive Officer shall respond to the grievance in writing within ten (10) working days of the meeting or, if none is held, within ten (10) working days of receipt of the appeal.
59. In the event a grievance is not filed or appealed in a timely manner, it shall be dismissed. Failure of the Court to timely reply to a grievance shall authorize appeal to the next grievance step.

5. Arbitration

60. If the Union is dissatisfied with the Step 3 answer, it may appeal by notifying the Court Executive Officer, in writing, within fifteen (15) working days of the 3rd Step decision that arbitration is being invoked.
61. Within five (5) working days of receipt of such a request and a pre-paid amount equaling half of the total cost for requesting a list of arbitrators from SMCS the Court will 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.

6. Authority of the Arbitrator

Revised 3/9/2016

62. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement. The arbitrator's decision shall be final and binding; however, the arbitrator's decision cannot supersede all applicable laws.

7. Fees and Expenses of Arbitrator

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

I.K. PROPERTY LOSS DISCIPLINARY ACTION GRIEVANCES:

1. Definitions

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

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

2. Exclusions

66. Disciplinary actions that do not result in a property loss are not subject to the provisions set forth in this Property Loss Grievance Section. Grievances filed for such actions may be grieved through the grievance procedures stated earlier in this section, but only through the second level of review and therefore are not subject to Arbitration.

67. Property Loss actions taken due to layoff for organizational necessity are not covered by this section but are instead covered by the Layoff Process, defined elsewhere in this Agreement.

68. The grievance process defined in this section does not apply when employment ceases at the expiration of a temporary appointment or an appointment of

Revised 3/9/2016

specified duration. Such cessation of employment shall not be subject to challenge under this or any other section.

3. Rejection from Probation

69. Rejection from probation is defined as the removal of the employee from the classification in which the probationary period is being served. Rejection from probation is not grievable.

4. Disciplinary Action

70. When property loss discipline is intended, the Court shall provide the employee with the following, at least ten (10) working days prior to the effective date of the action being imposed:

71. a. Written notice of the proposed action; and
72. b. The reasons for the proposed discipline; and
73. c. A copy of the charges and the materials upon which the action is based; and
74. d. The right to respond, within ten (10) working days of the notice of proposed disciplinary action being received, either orally or in writing, to the Court Executive Officer, or designee who is at least at the level of authority of that imposing the discipline. The choice of oral or written response shall be determined by the grievant. The grievant is entitled to representation. The decision of the Court Executive Officer, or designee, to confirm, amend, or rescind the disciplinary action shall be rendered prior to the effective date of the disciplinary action.

75. In cases of property loss disciplinary action grievances, the initial level of review will be a member of the Court's Executive Management Team who is not in the employee's direct line of command. Within thirty (30) calendar days of receipt of the notice of disciplinary action involving a property loss, the employee may file a grievance directly to the Human Resources Director or designee, whether or not the employee chooses to respond to the charges. The written grievance must state the reasons for the grievance, the facts supporting the grievance and the remedy sought by the grievant.

Revised 3/9/2016

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

5. Arbitration

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

6. Selection of the Arbitrator

78. The Union files a request for arbitration with the Court Executive Officer of the Court. Within five (5) working days of receipt of such a request and a pre-paid amount equaling half of the cost for requesting a list of arbitrators from SMCS the Court will 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.

7. Hearing

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

80. 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.

8. Duties and Powers of the Arbitrator

81. 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.

82. 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.

Revised 3/9/2016

9. Arbitrator's Decision

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

10. Expenses of Arbitration

85. 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 Union without cost.

11. Review by the Court

86. The recommended decision of the arbitrator shall be submitted to the Court Executive Officer for review.
87. The Court Executive Officer shall have thirty (30) calendar days from receipt of the arbitrator's recommendation or receipt of the record of the hearing, whichever is later, to issue a written decision accepting, rejecting or modifying the arbitrator's report or modifying the arbitrator's report or recommendation, unless the Court and Union mutually agree to a different time frame.
88. In making his/her decision, the Court Executive Officer shall be bound by the factual findings of the arbitrator, except factual findings that are not supported by substantial evidence, and the Court Executive Officer shall give substantial deference to the recommended disposition of the arbitrator.
89. If the Court Executive Officer rejects or modifies the arbitrator's recommendation, the Court Executive Officer shall specify the reason or reasons why the recommended disposition is rejected in a written statement which shall have direct reference to the facts found and shall specify whether the material factual findings are supported by substantial evidence. The Court Executive

Revised 3/9/2016

Officer may reject or modify the recommendation of the arbitrator *only* if the material factual findings are not supported by substantial evidence, or for any of the following reason or reasons of substantially similar gravity or significance:

90. (1.) The recommendation places an employee or the public at an unacceptable risk of physical harm from an objective point of view.
91. (2.) The recommendation requires an act contrary to law.
92. (3.) The recommendation obstructs the Court from performing its constitutional or statutory function from an objective point of view.
93. (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.
94. (5.) The recommendation is contrary to past practices in similar situations presented to the arbitrator that the arbitrator has failed to consider or distinguish.
95. (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.
96. 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.

12. Writ

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

Revised 3/9/2016

13. Time Limits

98. 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.
99. 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.L. PROBATION

1. Probationary Period

100. Effective for permanent employees hired after ratification of this agreement, the probationary period shall be defined as the first nine (9) months worked, (exclusive of overtime), including paid holidays and other paid time off, under a permanent appointment. Periods of leave of absence in excess of ten (10) working days, whether paid or unpaid, shall automatically extend the probationary period by the total time of the absence.

2. Rejection from Probation

101. Rejection from probation is defined as the removal of the employee from the classification in which the probationary period is being served.
102. Rejection from probation is not grievable.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

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

II.B. AMERICANS WITH DISABILITIES ACT

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

II.C. LAYOFF

1. Seniority Defined

107. Seniority shall be determined by the date of appointment to the Superior Court of California, County of San Francisco as a permanent official reporter after the last (if any) break in service. For the purposes of this section, appointment to the

Revised 3/9/2016

Court is service in the Superior Court of California, County of San Francisco, and shall also include service in the San Francisco Superior Court and/or the San Francisco Municipal Court.

108. Seniority for Official Reporters Pro Tempore shall be determined by the date the employee completed 1040 hours within a consecutive 12-month period of time and is eligible for benefits, after the last (if any) break in service. If there is a break of less than six months, the new seniority date shall be the date of reinstatement if the employee is eligible for benefits on that date. Otherwise, the new seniority date would be following 1040 hours within a consecutive 12-month period following reinstatement.
109. 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.
110. Seniority shall not be affected or reduced by current or previous periods of authorized leave of absence or authorized reduction in work schedules.
111. In the event of ties, seniority will be determined by lot.

2. Order of Layoff

112. 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:
113. (1.) Non-list Temporary or As-Needed (Official Reporters Pro Tempore), who have not completed 1040 hours in a consecutive 12-month period of time and who are not eligible for benefits.
114. (2.) Non-list Temporary or As-Needed (Official Reporters Pro Tempore) with more than 1040 hours in a consecutive 12-month period of time who are eligible for benefits.
115. (3.) Permanent (Permanent Official Reporters).

3. Exceptions to the Order of Layoff

116. In the event of a layoff, a person appointed to a position requiring special qualifications or skills as approved by the Court Executive Officer shall continue

Revised 3/9/2016

in the position unless a more senior employee or holdover in the class in which the layoff occurs possesses the same qualifications and skills. The Court Executive Officer may administer such tests as deemed necessary to determine possession of special qualifications and skills. Such exceptions to the order of layoff shall require the prior express approval of the Court Executive Officer.

4. Establishment of Seniority Roster

117. When a layoff is imminent, the Court Executive Officer will identify the classifications affected by the impending layoff and direct the Human Resources Office to provide seniority rosters for each affected classification. The seniority roster for each classification shall include, but not be limited to, the name, appointment status and seniority date (as defined in this Section) of all employees in the affected classes and the number of such employees to be laid off. The Court Executive Officer will notify affected employees at least sixty (60) days in advance of a layoff.

5. Layoff – Non List Temporary and/or As-Needed Employees (Official Reporters Pro Tempore)

118. Non-List Temporary and As-Needed Employees (Official Reporters Pro Tempore) shall be laid off at the discretion of the Court Executive Officer.

6. Layoff – Permanent Employees (Permanent Official Reporters)

119. Layoff of permanent appointees (Permanent Official Reporters) shall be by classification in inverse order of seniority, as defined in this section.

7. Reinstatement to Former Classification.

120. 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.

8. Holdover Status and Return to Duty

121. 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.

Revised 3/9/2016

122. 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.

9. Involuntary Leave of Absence

123. Whenever it becomes necessary to effect a reduction in force due to lack of work or lack of funds which will result in the displacement of a permanent appointee from Court service, the Court Executive Officer shall place such employees on an involuntary leave of absence, in lieu of layoff, unless the employee elects to be laid off. The period of such leave of absence cannot exceed five (5) years.

124. Involuntary leave is unpaid.

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

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

127. 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.

128. 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.

129. 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 mandatory leave of absence. (See Article IV.A. 5 Benefits While on Unpaid Leave.) An employee electing layoff will be treated as any other separating employee by the Health Services System.

Revised 3/9/2016

130. 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.

II.D. LAYOFF ADJUSTMENT

131. An employee who is (1) “laid off,” (2) immediately and continuously employed in another classification with the Court, and (3) thereafter re-employed in his/her original position without a break in service, shall, for the purposes of determining salary increments, receive credit for time served while laid off from his/her original appointment.

II.E. DAILIES

132. Permanent official reporters may be permitted to accept reassignment from their regular duties to perform dailies without being required to go off salary and/or benefits. Any such assignment may be taken only with the written permission of the Managing Court Reporter.
133. Annually in January, the Managing Court Reporter shall send to each Permanent Official Court Reporter on the roster a ballot as to who wishes to be assigned dailies. From the returned ballots, the Managing Court Reporter shall establish a volunteer list for dailies. The list shall include the software and transcript production method (half-day v switch box, etc.) of the Reporter.
134. A Permanent Official Reporter who initiates a request for the second reporter shall choose a second Reporter with whom to share the daily from among those on the list. A chosen Permanent Official Reporter must obtain the written permission the Managing Court Reporter.

II.F. PERSONNEL FILES

135. Only one personnel file shall be maintained on any covered employee. The personnel file shall be used only for the purposes of internal court business without the signed permission of the employee, unless otherwise required by law.
136. Each employee shall have the right to review the contents of his/her personnel file upon request in the presence of and at the convenience of Human Resources (HR) staff. The employee shall have the right to respond in writing to any derogatory

Revised 3/9/2016

material placed in his/her personnel file. Such written response shall be maintained together with the related derogatory material. On reviewing his/her personnel file, the employee may request and have any written warnings and/or reprimands more than three (3) years prior removed from his/her personnel file, unless there have been subsequent related incidents documented in the file.

137. An employee shall have the opportunity to review, sign, and date any material of a negative nature to be included in the file. The employee may also submit a response to such materials within thirty (30) days of receipt for inclusion in his/her file. All material in the file must be signed and dated by the author.
138. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of an HR representative and obtain copies of the contents upon request.

ARTICLE III: WAGES

III.A. WAGES

139. Salary shall at all times be in compliance with state law.
140. Realtime Qualified Reporters, as defined in the following section, shall continue to receive a salary differential of 5.5% added to their regular rate of pay. Realtime Certified Reporters, as defined in the following section, shall receive a salary differential of 10.0% added to their regular rate of pay. These differentials shall be included as salary for pension purposes.
141. The salary structure for the classification 500C Court Reporter will consist of four (4) salary steps which are defined below. In these definitions, “service” will be defined by the “Date entered city/court service” by the City and County of San Francisco personnel system. This date will be the appointment start date following any new appointment or following a separation of greater than 6 months.

- Step 1 Base wage
- Step 2 2% higher than base wage and applies to permanent official court reporters who have more than 10 years of “service,” as defined above.
- Step 3 4% higher than base wage and applies to permanent official court reporters who have more than 15 years of “service,” as defined above.
- Step 4 6% higher than base wage and applies to permanent official court reporters who have more than 20 years of “service,” as defined above.

All rates referred to above will be rounded to the nearest standard salary schedule for the City and County of San Francisco.

- 142.
143. Upon ratification, represented employees, who are on paid status, shall be eligible to receive a one-time payment of \$3,000. This amount will not be considered income for retirement purposes. Within 5 working days of ratification by the corresponding executive bodies for the Court and for SFOCRA/Local 21, the Court will request that the City and County of San Francisco’s Controller’s Office process payment.

Revised 3/9/2016

Effective July 1, 2016, represented employees, who are on paid duty, shall be eligible to receive an ongoing increase of 3% to their base wages.

144. Any percentage change in wages will be rounded to the nearest salary schedule for the City and County of San Francisco. (A salary schedule incorporating the rates included in this section are attached to this Agreement and identified as “Appendix A.”)

III.B. ADDITIONAL COMPENSATION

145. In addition to the wages provided for above, additional pay adjustments shall apply as described in this section.

1. Realtime Certification Requirement

146. Any covered employee who is certified as a Certified Realtime Reporter (CRR) by the National Court Reporters Association or is certified as a California Certified Realtime Reporter (CCRR) by the Deposition Reporters Association (DRA) or United States Court Reporters Association (USCRA).

2. Realtime Qualification Requirement

147. Completion of the prescribed form, by the Managing Court Reporter, attesting that the reporter has provided Realtime text for a substantial portion of time within the previous three (3) months in a courtroom setting and that the reporter will continue to provide Realtime for a substantial portion of time in the subsequent twelve (12) months. This form shall be renewed annually. Each Reporter is responsible for knowing his/her equipment and software and for the operation of said equipment and software. Each Reporter must be willing to provide Realtime for any bench officer who requests it. Refusal is a withdrawal of the Realtime pay differential. When a Reporter is paid a Realtime differential, but is unable to communicate Realtime to a bench officer upon request due to the Reporter’s equipment failure for more than two (2) days, the Realtime differential shall be discontinued until the Reporter is again able to provide Realtime. If the Reporter requires time off to obtain repairs to his/her equipment, the resulting time off will be taken as vacation or floating holiday time off or unpaid leave time, subject to the approval of the Managing Court Reporter.

3. CART Reporting

148. In addition to wages paid to Realtime Certified and/or Qualified Reporters, a 5% wage differential will be paid daily to Court Reporters who provide Realtime

Revised 3/9/2016

services as described above and who provide CART (Communication Access Realtime Translation) services. The additional 5% differential will be paid only on the days when CART is provided.

4. Bilingual Premium

149. Employees who are assigned to a “designated bilingual position” for a minimum of ten (10) hours but less than forty (40) hours biweekly shall be granted additional compensation of forty dollars (\$40) biweekly. Any employee assigned as a “designated bilingual position” who translates forty (40) hours or more biweekly will be granted additional compensation of sixty dollars (\$60) biweekly. A “designated bilingual position” is a position, which shall be designated by the Court which requires translating to and from a foreign language, including sign language for the hearing impaired and Braille for the visually impaired.

5. Acting Assignment Premium

150. An employee assigned to substitute for the Managing Court Reporter or Assistant Managing Court Reporter shall be paid a premium of 7.5%, paid on a daily basis for the duration of the assignment.

III.C. SEVERANCE PAY

151. The Court agrees that when removing or releasing from employment a represented employee who has completed one year of paid service in a permanent appointment, the Court Executive Officer will endeavor to inform the employee at least thirty (30) days before his/her final day of work. Where the Court Executive Officer fails or declines to inform the employee a full thirty (30) days in advance, the employee shall receive pay in lieu of the number of days working days less than those within the thirty (30) day period upon which he/she was informed, if the employee would otherwise have been entitled to pay during this period. If the employee is on unpaid time off during this period, the Court will not pay for dates that otherwise would be unpaid.
152. In addition to the notice or pay in lieu thereof provided above, a represented employee with more than five (5) years, but less than ten (10) years of paid Court service in classification 500C, in a permanent appointment, who is removed or released from Court service by the Court Executive Officer, except an employee who is being terminated for cause, shall receive one (1) pay period of severance pay.

Revised 3/9/2016

153. In addition, the Court agrees that when removing or releasing from employment, except an employee who is being terminated for cause, a represented employee with ten (10) or more years, but less than fifteen (15) years of Court service, in a permanent appointment, the employee shall receive six (6) pay periods of severance pay.
154. In addition, the Court agrees that when removing or releasing from employment, except an employee who is being terminated for cause, a represented employee with fifteen (15) or more years, but less than twenty (20) of Court service, in a permanent appointment, the employee shall receive eight (8) pay periods of severance pay.
155. In addition, the Court agrees that when removing or releasing from employment a represented employee, except an employee who is being terminated for cause, with twenty (20) or more years of Court service, in a permanent appointment, the employee shall receive ten (10) pay periods of severance pay.
156. The Reporter shall receive the severance pay in the amounts reflected in the preceding paragraphs in exchange for a release, signed by the employee, of any and all claims the employee may have against the Court including any officer of employee thereof.

III.D. PAYROLL PROCEDURES

1. Recovery of Overpayment.

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

Revised 3/9/2016

ARTICLE IV: HEALTH AND WELFARE

IV.A. HEALTH AND DENTAL INSURANCE

158. Permanent full time Official Reporters, as well as Official Reporters Pro Tempore with 1040 hours of service within a consecutive 12-month period of time and whose regular work schedules are at least 20 hours per week, are eligible to be enrolled in the Health Service System.

1. Maintenance of Benefits

159. Benefits plans and coverage shall be determined by the Health Service Board and shall be consistent with similarly situated non-sworn employees of the City and County of San Francisco.

2. Court Contribution to Health Benefits

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

Continuing from prior MOU:	\$897
Upon ratification:	\$942*
Effective 1/1/2017	\$989

*This amount is only applicable to the 5 existing members enrolled in Blue Shield +2 upon ratification. For all other members, the Court's biweekly contribution maximum will remain \$897 until 12/31/2016.

3. Dental Benefits

161. The Court shall continue to contribute the amount required per represented employee sufficient to continue the family dental coverage consistent with similarly situated non-sworn employees of the City and County of San Francisco.

4. Computer Vision Care

162. In addition to any vision plan contained as part of the health benefits referred to above, beginning with the benefit plan year effective January 1, 2013, all represented employees, who are Health Service System members shall be eligible for one (1) annual Computer Vision Care examination and prescribed eyewear as

Revised 3/9/2016

defined under the Health Service System of San Francisco Vision Service Plan (VSP) Vision Care “VDT Benefit,” in addition to the vision care benefits provided in the standard VSP plan provided. For reference, this additional plan is the same plan provided to CCSF Local 21 represented employees.

5. Benefits While on Unpaid Leave

163. The Court will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status in excess of twelve (12) continuous weeks, with the exception of approved sick leave and any leaves protected by federal, state, or local law, including workers’ compensation leave, family care leave (including qualifying exigency leave for an active duty military family member) or bonding leave, pregnancy disability leave, or mandatory administrative leave. For mandatory administrative leave, the Court will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status in excess of one hundred and fifty-six (156) continuous weeks.
164. The aforesaid payments shall not be considered as part of any employee’s salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

IV.B. TERM LIFE INSURANCE

165. The Court shall arrange for the City on behalf of the Court to provide permanent official court reporters group term life insurance in the amount of \$50,000 per employee.

IV.C. LIABILITY COVERAGE

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

Revised 3/9/2016

IV.D. LONG TERM DISABILITY INSURANCE

167. The Court shall continue to arrange with the City to provide to covered employees with six (6) months continuous service a Long Term Disability (LTD) plan that provides, after a ninety (90) day elimination period, sixty-six percent (66%) salary (subject to integration) up to age sixty-five (65). Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

IV.E. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

168. Covered employees shall continue to be enrolled in the State Disability Insurance Program.
169. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, excluding optional deductions. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.
170. 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.

IV.F. RETURN TO WORK

171. The Court will make a good-faith effort to return and reassign employees who have sustained an occupational injury or illness where the employee's doctor certifies that the employee is temporarily unable to perform specified aspects of his or her regular job duties. Duties of this modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. However, the employee will be required to perform the essential job duties of a position in order to be paid in the classification assigned.
172. Where appropriate, temporary modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's work unit, the employee may be temporarily assigned to work in another classification, on a different shift, and/or in another work unit, subject to the approval of the Court Executive Officer or designee.

Revised 3/9/2016

173. Neither the decision to provide or deny modified duty, nor the impact of such a decision shall be subject to grievance or arbitration.
174. It is also understood that modified duty assignments are temporary only.
175. Nothing in this section shall be interpreted to limit or expand the right of an employee who is a qualified individual with a disability to request accommodation under the Americans with Disabilities Act. Provision of modified duty shall not be interpreted as evidence of the Court's ability to make accommodations pursuant to the Americans with Disabilities Act on a long-term or permanent basis.

IV.G. PARTICIPATORY PLANS

176. The Court shall continue to make available to covered employees the following benefit plans in accordance with current practice, as long as they are provided by the City and County of San Francisco to their employees and allow Court employee participation:

- Vision Care Plan
- Flexible Spending Accounts
 - Health care
 - Dependent care
- Deferred Compensation Plan
- Chemical Dependency Rehabilitation Plan
- CalPERS Long-term Care Coverage
- Short-term Disability Insurance
- Long-term Disability Plan
- Employee Assistance Plan

Revised 3/9/2016

ARTICLE V: RETIREMENT

177. 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 official reporters shall participate from the date of their first day of employment. Official reporters pro tempore become eligible for participation upon the completion of 1040 hours within a consecutive 12-month period.
178. Employees shall pay the entire amount of the employee's retirement contribution obligation as similarly situated City and County of San Francisco employees, as determined by the Charter of the City and County of San Francisco for miscellaneous members.

ARTICLE VI: HOURS OF WORK AND TIME OFF

VIA. HOURS OF WORK

1. Full-time Work Schedules.

179. A full-time 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. Salaries for full-time services shall be based upon the hours actually worked.

2. Part-time Work Schedules.

180. 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. Procedures for requesting a part time schedule are contained in the Court's Personnel Rules.

3. Rest Periods and Lunch Breaks

181. For the health and safety of covered employees, a fifteen (15) minute break from reporting will be provided at least every ninety (90) minutes. Break time is included within the 40 hour work week and the employee is compensated for break time. Therefore, breaks not taken during the appropriate period cannot be taken on other days or accumulated. As the employee is already compensated for break time, the absence of a break does not constitute time owed to the employee for the purposes of the calculation of overtime or compensating time off. Exceptions to the number and length of breaks may be modified occasionally, pursuant to operational needs of the Court.
182. Each employee must take a lunch period of not less than 30 minutes each day. This lunch period should follow not more than five hours of work time. The lunch period is not included in the 40-hour work week. The length and timing of the lunch break is determined by the applicable manager or Judicial Officer in conjunction with the work schedule approved. Employees may not elect to work through lunch and leave early, nor make up for tardy arrival by missing the required lunch period.

Revised 3/9/2016

4. Overtime/Compensatory Time

183. All employees in classification 500C Court Reporter are non-exempt employees under the federal Fair Labor Standards Act. Overtime pay and compensatory time shall be provided in conformance with the Fair Labor Standards Act.
184. a. Rate of Overtime Pay: Overtime shall be compensated at the overtime rate of one and one-half times the base hourly rate.
185. b. Compensatory Time: Compensatory time shall be earned at the rate of time and one-half time worked.
186. If the provisions of the Fair Labor Standards Act exceed the amounts listed above, the Court will comply with the provisions of the Act.

VI.B. HOLIDAYS

1. Floating Holidays

187. In addition to those days designated by state statute as Court holidays and listed below, Official Court Reporters shall receive additional holidays, known as Floating Holidays, to be taken on days mutually agreed upon by the employee and the Court. Four (4) Floating Holidays will be granted each July 1st. The number of floating holidays granted will be reduced by the number of holidays unused by the preceding June 30th. Therefore, adding new credits will not result in a balance of more than four (4) days on July 1st of any year. Any covered employee commencing employment on other than July 1st of a given year shall be awarded floating holidays proportionate to the percentage of the year they are employed. All requests for floating holidays shall be in writing. Unused floating holidays shall be cashed out upon separation.
188. In addition to those days authorized in the preceding paragraph, covered employees shall receive two (2) additional floating days, on a “one time only basis” upon ratification, to be used prior to June 30, 2016; and two (2) one-time-only floating holidays on July 1, 2016, to be used prior to June 30, 2017.
189. When an Official Reporter Pro Tempore reaches his/her first 1040 hours of paid time in a consecutive twelve (12) month period, he/she will be credited with half of the floating holiday credits provided to Permanent Official Reporters within that fiscal year and a proportional number in future years based upon the time

Revised 3/9/2016

worked. As with Permanent Official Reporters, these credits do not accumulate but must be used prior to the end of the applicable fiscal year.

2. Legal Court Holidays

190. The following days are designated as Court holidays:

- January 1 (New Year's Day)
- The 3rd Monday in January (Martin Luther King, Jr's Birthday)
- The 3rd Monday in February (President's Day)
- Lincoln's Birthday
- March 31st (Cesar Chavez Day)
- The last Monday in May (Memorial Day)
- July 4th (Independence Day)
- The 1st Monday in September (Labor Day)
- The 2nd Monday in October (Columbus Day)
- November 11th (Veteran's Day)
- Thanksgiving Day
- The day after Thanksgiving
- December 25th (Christmas Day)

191. And any other day specified by the Judicial Council pursuant to CCP 135. The Court shall accommodate religious belief or observance of covered employees as required by law.

3. Holiday Compensation for Time Worked.

192. Covered employees required to work on any of the above-specified holidays shall be granted time off equivalent to the time worked at the rate of time and one half (1 ½) the rate.

4. Holiday Pay for Employees Laid Off.

193. 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.

5. Employees Not Eligible for Holiday Compensation.

194. 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

Revised 3/9/2016

persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

6. Part-time Employees Eligible for Holidays.

195. 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.
196. 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.
197. 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 appointing officer.

VI.C. VACATION

198. All requests for vacation shall be in writing. Court reporters will have the opportunity to request vacation for the upcoming calendar year in the first two weeks of October. Each reporter will be allowed to request one block of five days or more of vacation. This initial block will be granted on a seniority basis. Any vacation time off requested by a court reporter after the initial period will be granted on a first-come-first-served basis with priority going to the earliest-dated written request for such coverage submitted to the Managing Court Reporter.

Revised 3/9/2016

“Continuous service” for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service. Employees will earn vacation credits based on years of service.
“Service” for vacation allowance purposes will be defined by the “Date entered city/court service” by the City and County of San Francisco personnel system.
This date will be the appointment start date following any new appointment or following a separation of greater than 6 months. Individuals on the holdover list will maintain their appointment date while on involuntary unpaid leave.

199. For Permanent Official Reporters vacation may be earned and used from the first day of employment after earned time is credited per the preceding paragraph. For any Official Reporter Pro Tempore who reaches his/her first 1040 hours of paid time in a consecutive twelve (12) month period, he/she will be credited with 40 hours of the vacation credits and continue to accrue based upon the formula contained herein. However these credits are not available to the employee to use until six calendar months following the crediting of these initial 40 hours. Should an Official Reporter Pro Tempore become a Permanent Official Court Reporter all vacation credits earned during time as an Official Pro Tempore will be transferred to the Permanent Official Court Reporter’s balance and available for immediate use.
200. Once vacation time is credited per the preceding paragraphs employees will earn future credits based on years of service. For the first five (5) years of continuous service, future credits will be credited at the rate of .0385 of an hour for each hour of paid service in the pay period up to a maximum of 3.08 hours and an annual maximum of 80 hours.
201. At the end of the first five (5) years of continuous service, a Reporter 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. If the employee’s first five year anniversary date was passed prior to the effective date of this agreement, this one-time allowance will not be credited. Starting with the five year anniversary date of continuous service, future vacation credits will be credited at a rate of .0577 of an hour for each hour of paid service in the pay period, up to a maximum of 4.616 hours and an annual maximum of 120 hours per year.
202. At the end of the first fifteen (15) years of continuous service, a Reporter 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. If the employee’s first fifteenth year anniversary date was passed prior to the effective date of this

Revised 3/9/2016

agreement, this one-time allowance will not be credited. Starting with the fifteen year anniversary date of continuous service, future vacation credits will be credited at a rate of .0770 of an hour for each hour of paid service in the pay period, up to a maximum of 6.16 hours and an annual maximum of 160 hours per year.

203. At the end of the first twenty (20) years of continuous service, a Reporter 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.

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

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

VI.D. LEAVES OF ABSENCE

206.

a. Sick Leave

1. Definitions

207. "Continuous service" for sick leave allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service. Individuals on the holdover list maintain the sick leave balance they had prior to being placed on involuntary unpaid status.

Revised 3/9/2016

2. Award and Accrual of Sick Leave

208. Sick leave may be earned and used from the first day of employment, after the earned time is credited as described below, for Permanent, Full-Time Official Court Reporters and for Official Reporters Pro Tempore with a specified term of longer than 90 days.
209. Sick Leave may be earned from the first day of employment for Official Reporters Pro Tempore with an unspecified term or with a specified term of fewer than 90 days, but accrued sick leave may not be used until after 90 days of employment.
210. An employee accrues sick leave allowance at a rate of .05 of an hour for each hour of paid service during each pay period up to a maximum of 4 hours each pay period to an annual maximum of 104 hours.
211. 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.

3. Acceptable Uses Of and Process for Requesting Sick Leave

212. The following are acceptable uses of sick leave, whether paid or unpaid:
- Illness or injury
 - Medical or dental appointments
 - Pregnancy, or the convalescent period following childbirth or to provide care during the period following childbirth or the adoption of a child. Such leave is limited to six (6) months, but may be extended to two years if a physician certifies that a longer convalescence is required.
 - Quarantine established and declared by the Dept of Public Health or other authority
214. Illness or medical appointment of a person related by blood or marriage, a person with whom the employee has a legal relationship, or a person living in the same household.
215. In accordance with California's Paid Sick Leave law, an employee may use the first 3 days or 24 hours of accrued paid sick leave in a 12-month period for one of the following reasons:

Revised 3/9/2016

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

Revised 3/9/2016

relocation.

An employee shall provide reasonable advance notification of their his or her need to use accrued paid sick leave to his or her supervisor if the need for paid sick leave use is foreseeable (*e.g.*, doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

- Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the Court.
- If an employee separates from Court employment and is re-hired by the Court within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated. However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the Court before any paid sick leave can be used.

216. All requests for leave for medical appointments shall be in writing on the currently used vacation/sick leave form.

217. All sick leaves may require written medical verification at the discretion of the Managing Court Reporter. Written verification is required in any case where such leave exceeds five working days.

218. Covered employees may participate in the Catastrophic Leave Program offered by the City and County on San Francisco.

a. Bereavement Leave

219. Bereavement leave may be taken because of the death of an employee's parents, step-parents, grandparents, parents-in-law, spouse, domestic partner, sibling, child, step child, adopted child, legal guardian, any person who is permanently residing in the household of the employees, or any other person to whom the employee may be reasonably deemed to owe respect. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however, two (2) additional working days shall be granted in

Revised 3/9/2016

conjunction with the bereavement leave if travel outside the State of California is required as a result of the death. Covered employees who have exhausted paid leave shall be granted unpaid leave.

b. Maternity/Paternity Leave

220. Leave may be used for absences due to the employee's pregnancy or convalescent period following childbirth or to provide care during the period following childbirth or the adoption of a child. Such leave shall not exceed six (6) months provided that such leave may be extended for up to two (2) years for permanent employees if a physician certifies that a longer convalescence period is required.

c. Leave to Care for Medical Needs of Child

221. Leave may be taken because of the illness, injury or medical or dental appointment of a biological or adoptive child for whom the employee has parenting or childrearing responsibilities.

d. Family Medical Leave Act Leave

222. Reporters may apply for and be granted leave pursuant to the Family Medical Leave Act to care for themselves or other family members in the same manner as other court employees.

e. Wellness Program

223. Any full time employee leaving employment of the Court upon service or disability retirement 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 (2.5%) 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 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.

f. Transfer of Leave Credits

Revised 3/9/2016

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

VI.E. WORKERS' COMPENSATION

225. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability (also known as the workers' compensation shadow account [WS]), compensatory time off, floating holidays or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule.

VI.F. PERSONAL LEAVE

226. Any employee may request leave without pay for personal reasons with the approval of the CEO through the Managing Court Reporter. All requests for unpaid leave longer than five working days are to be in writing on the approved form.

VI.G. JURY DUTY

227. An employee excused from work on a work day on which he/she performs jury service shall be paid up to an amount of the difference between jury fees and his/her regular earnings.

VI.H. TIME OFF FOR VOTING

228. If an employee does not have sufficient time to vote outside of working hours, the employee may request as much time off as will allow time to vote, in accordance with the state election code.

VI.I. PARENTAL RELEASE TIME

Revised 3/9/2016

229. All covered employees shall be granted a total of four (4) hours per semester of paid release time to attend parent/teacher conferences.
230. Upon proper advance notification, employees may be granted up to 40 hours Parental Leave—four (4) hours of which will be paid leave each semester—each year to participate in the activities of a school or licensed child day care facility of any of the employee’s children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.
231. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in school/child care related activities on a specific date and at a particular time, if requested by management.
232. The covered employee may utilize either existing vacation, compensatory time off, or personal (unpaid) leave to account for absences after the four (4) paid hours per semester have been used. If both of the child’s parents are employed by the Court at the same work site, the entitlement to a planned absence applies only to the parent who first gives notice.

VI.J. FAMILY CARE LEAVE

233. Unpaid Family Care Leave may be approved for up to one (1) year for permanent employees who have one (1) or more years of continuous service for the birth of the employee’s child; the assumption of parenting or child rearing responsibilities; or the serious illness, health condition, mental or physical impairment of the employee’s family member, domestic partner, child, parent or child for whom the employee has parenting responsibilities.

VI.K. STATUTORILY-REQUIRED LEAVE

234. An employee shall take involuntary leave without pay but with no negative impact on medical and/or vacation benefits to complete transcripts on appeal if, in spite of all due diligence on the part of that employee, such leave is necessary in order to comply with Misc. Order 91-1 of the First Appellate District or Government Code Section 69944.
235. The Managing Reporter shall make an objective assessment as to due diligence based on knowledge of the reporter’s assignments, number of pages on appeal and the number of pages that can realistically be produced in a given time frame.

Revised 3/9/2016

VI.L. MILITARY LEAVE

236. Provide Military Leave to Court Reporters consistent with Court Rules, practices and applicable laws.

VI.M. UNPAID ADMINISTRATIVE LEAVE

237. Pursuant to Business and Professions Code 8016, all reporters must be holders of a certificate in full force and effect issued by the Court Reporters Board of California in order to engage in the practice of shorthand reporting. Should a Court Reporter's license not be in full force and effect, the Court Reporter will be placed on unpaid administrative leave and not be eligible for reporting in the Court until the license is brought back to full force and effect.

ARTICLE VII: TRAINING AND EDUCATION

238. All permanent official reporters may request up to 5 days paid educational leave annually. Covered employees will be provided with an “in lieu” day(s) for approved training that is pre-approved by the Managing Court Reporter and occurs on a weekend or other scheduled day(s) off. Educational leave requests must be in writing on the prescribed form.
239. Educational leave may be used for travel to and attendance at programs, classes and/or seminars that provide for the continuing education of court reporters.
240. The Court may reimburse covered employees for travel, registration, tuition and related fees paid for courses of study taken in off-duty status if the subject matter is related to the worker’s present or probable future work assignments, subject to the approval of the Managing Court reporter and within fiscal constraints.
239. this The Court shall allocate thirty thousand dollars (\$30,000) for each year of Agreement for tuition and training reimbursement to allow reporters in classifications represented by Local 21 to obtain their continuing education and training. Any portion of this amount which has not been used by June 30 each year shall not be carried forward into subsequent fiscal years.
241. Eligibility: Any regularly scheduled full-time Court employee represented by this Agreement, who has worked a minimum of one (1) year of continuous service, may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to professional development and enhancement within the employee’s current classification.
- 242.
243. The Court shall reimburse covered employees for the cost of the required CSR (Certified Shorthand Reporter) and other professional licenses, as determined by the Court.

Revised 3/9/2016

ARTICLE VIII: APPLICATIONS AND PERSONNEL SELECTION

VIII.A. APPLICATION PROCESS

244. An Employment Opportunity Announcement shall provide the qualifications, dates, duration of eligibility lists and other particulars regarding the examinations thereon announced. Applicants must be guided solely by the announcement of the examination(s) for which they apply.
245. Official notice of employment opportunity shall be posted at the following locations:
- Room 208, Civic Center Courthouse
 - Employee Lunchroom, Civic Center Courthouse
 - Room 101, Hall of Justice
 - Room 101, Youth Guidance Center
 - Electronic Bulletin Board at the Website for the Court at www.sfsuperiorcourt.org.
 - And any other posting locations deemed appropriate by the Court's Human Resources Office
246. Notice of employment opportunity examinations for all positions in Class 500C will be posted for a minimum period of ten (10) calendar days.
1. Protests of Employment Opportunity Examination Announcements
247. Appeals concerning the provisions of an announcement must be received by the Human Resources Office within seven (7) business days from the issuance date. The Court Executive Officer will rule upon appeals and notify petitioners in writing.
2. Re-issuance of Employment Opportunity Examination Announcements
248. After considering appeals submitted, the Court Executive Officer may reissue the announcement and give reasons for the re-issuance of announcements.

Revised 3/9/2016

VIII.B. PERSONNEL SELECTION PROCESS

249. Court reporter appointments shall be made from eligibility lists. Initial appointment shall be through an open competitive process. Hiring will be accomplished in a non-discriminatory manner based upon job related factors.

250. Upon establishment, the eligibility list shall be posted in the following places:

Employee Lunchroom, Civic Center Courthouse
Room 101, Hall of Justice
Room 101, Youth Guidance Center

1. Protests of Personnel Selection Results

251. Following the posting of an eligible list, participants may, for a period of five (5) working days, challenge the examination. Challenges are limited to either inconsistent application of uniform standards or practices inconsistent with federal or state laws, not merely because a candidate believes that he or she deserves a better score. The Court Executive Officer will rule upon appeals and notify petitioners in writing.

2. Re-issuance of Personnel Selection Placement Results

252. After considering appeals submitted, the Court Executive Officer may revise and reissue the list.

ARTICLE IX: WORKING CONDITIONS

IX.A. HEALTH AND SAFETY

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

IX.B. ERGONOMIC ENVIRONMENT

256. Whenever the Court plans to purchase or replace workstation furniture for Court Reporters, the Court will provide sixty (60) days advance notification to the Union prior to the submission of the purchase order. This section applies to mass purchases of more than one workstation at the time, not individual replacements for damage, unique situations, etc.

IX.C. REIMBURSEMENT OF WORK-RELATED EXPENSES

1. Mileage

257. 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.

Revised 3/9/2016

2. Business Travel

258. An employee who travels for Court business shall be reimbursed for such travel, if such travel requires the out of pocket expenditure of the employee.

3. Meals and Lodging

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

4. Damaged or Stolen Property.

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

IX.D. FINGERPRINTING

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

ARTICLE X: AGREEMENT CONDITIONS

X.A. SCOPE OF THE AGREEMENT

262. The parties met and conferred in good faith regarding wages, hours and other terms and conditions of employment of the Official Court Reporters and Official Court Reporters Pro Tempore, exchanged freely information, opinions and proposals, and endeavored to reach agreement on matters relating to the employment conditions and employer-employee relations of such employees. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.
263. Except in cases of emergency as defined by the Government Code or as otherwise provided in this Agreement, the Court shall give reasonable written notice to the Union of proposed changes directly relating to matters within the scope of representation as specified in the Government Code. The Union shall be provided with the opportunity to meet and confer with regard to any such proposed change.
264. In cases of emergency, as defined by the Government Code, when the Court determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Union, the Court shall provide such notice and an opportunity to meet at the earliest practicable time following the adoption of such change.
265. The notice shall state the proposed change, the date, if known, of the intended implementation of such proposed change, an explanation of the reason(s) for said change(s), as well as the anticipated effect on represented employees that would result.
266. If the Union does not respond within fifteen (15) working days from the date of written notification of a proposed change, the Union shall be deemed to have waived its opportunity to meet and confer on the proposed change(s).
267. Upon timely request of the Union, the Court agrees to meet and confer with the Union over such proposed change(s) within ten (10) days of receipt of the request in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change(s). The time limits herein may be extended by mutual agreement of the parties.

Revised 3/9/2016

AGREEMENT 3/9/2016 – 6/30/2017
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO AND
SFOCRA, IFPTE LOCAL 21

268. In the event the parties do not reach agreement upon any proposed change(s), the Union may grieve in accordance with the grievance provisions of this agreement. The parties may agree to expedited arbitration. Disputes about whether a change made by the Court violated the Agreement are grievable.
269. Failure by either party to engage in meeting and conferring in accordance with this provision will result in forfeiture of such party's rights under this section.

X.B. SAVINGS CLAUSE

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

X.C. TERM OF AGREEMENT

273. This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect through June 30, 2017.

IN WITNESS HEREOF, the parties hereto have executed this agreement this ____ day of _____, 2016.

SIGNATURES ON FILE.

For the Court:

For the Union:

T. Michael Yuen
Court Executive Officer

Angela Long
Representative, SFOCRA/IFPTE, Local 21

J.M. Muñoz
Human Resources Director

Sara Lerschen
Official Reporter

Diane Lucas
Senior Human Resources Analyst

Ann Mendoza
Official Reporter

Marilyn Sage
Managing Court Reporter

Deborah Neville
Official Reporter

Sue Wong
Chief Financial Officer

APPENDIX A: WAGE TABLE

Salary Rate Table effective 3/9/2012:

Salary Rate Table effective 7/1/2013:

CHANGE DATE	Sch.	Step	Hourly 7/1/13	B/W 7/1/13	Mo.(26.1) 7/1/13	Annual (26.1) 7/1/13
7/1/13	07810	1	51.6000	4,128	8,978	107,741
7/1/13	07850	2 (10 yrs)	52.5750	4,206	9,148	109,777
7/1/13	07890	3 (15 yrs)	53.5750	4,286	9,322	111,865
7/1/13	07930	4 (20 yrs)	54.6500	4,372	9,509	114,109

CHANGE DATE	Sch.	Step	Hourly 7/1/2016	B/W 7/1/2016	Mo.(26.1) 7/1/2016	Annual (26.1) 7/1/2016
7/1/16	78.70	1	53.0750	4,246	9,235	110,821
7/1/16	79.10	2 (10 yrs)	54.1750	4,334	9,426	113,117
7/1/16	79.50	3 (15 yrs)	55.2000	4,416	9,605	115,258
7/1/16	79.90	4 (20 yrs)	56.2500	4,500	9,788	117,450

Revised 3/9/2016

AGREEMENT 3/9/2016 – 6/30/2017
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO AND
 SFOCRA, IFPTE LOCAL 21


SIDE LETTER AGREEMENT

Superior Court of California, County of San Francisco (the Court) and
The San Francisco Official Court Reporters Association (SFOCRA)/The IFPTE, Local 21

The Court and SFOCRA/Local 21 agree that it is in our mutual interest to extend our current memorandum of understanding (MOU), which is in effect through June 30, 2017. Therefore, both sides agree to extend that date through **August 31, 2017**, with all other existing terms and conditions described in the MOU to remain in effect through the new extension date.

For the Court:

For the Union:



5/18/2017

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
FRIDAY FURLOUGH PROGRAM**

MULTI-UNION SIDE LETTER AGREEMENT

Between the Superior Court of California, County of San Francisco and
SEIU Local 1021, MEA, and IFPTE Local 21(Professionals and SFOCRA)

June 14, 2017

The parties agree to implement a mandatory, unpaid, furlough program to be known as the "Friday Furlough Program (FFP)." Under this program each represented employee is required to take eleven (11), eight-hour, unpaid Fridays between August 4, 2017, and June 30, 2018 as furlough days, based on the following conditions:

1. The eleven (11) Fridays will be reflected as unpaid furlough days during the pay period in which they occur.
2. There will be no layoffs from represented classifications from the date of this Agreement through June 30, 2018, if the Court does not receive further allocation reductions for fiscal year 2017-18 from the Judicial Council.
3. The parties agree to extend their respective labor agreements through July 31, 2018, with all other existing terms and conditions described in the agreements to remain in effect through the new extension date.
4. On January 1, 2018, the Court will increase its maximum biweekly contribution amount to \$1,038 for employee and dependent health benefits.
5. Implementation of the FFP schedule will be achieved by designating four different groups (A, B, C, and D) with dates established by the Court.
6. Employees will be given an opportunity to request scheduling preferences from the groups. These requests must be submitted by a date established by the Court indicating first, second, third, and fourth choice of groups.
7. Approval of the group designation will be based on the needs of the Court. The Court will approve these requests using the same criteria within each work unit currently used for any other time off requests.
8. All designated schedules will be provided to employees by a date established by the Court as soon as possible.
9. 4/10 and 9/80 schedules will be adjusted so that any employee on such a schedule receives the same amount of time off and pay reduction as an employee who is not on a 4/10 or 9/80 schedule.
10. In addition to requesting the preference of schedules as stated above, employees also may request the following, specific dates to be taken as additional furlough days: between November 17 and 22, 2017; between December 26, 2017 and January 2, 2018; and between February 13 and February 23, 2018.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
FRIDAY FURLOUGH PROGRAM**

11. Once a schedule has been established, an employee is committed, and the schedule is irrevocable by the employee except under the following condition:

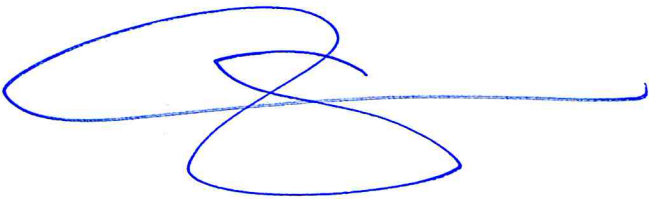
An employee who has a verifiable personal hardship may request in writing to change the scheduling of their program. The request must be submitted to the Director of Human Resources and must include the specific reasons and any documentation to support the request.

12. In unusual circumstances, Court operations may require changes to the FFP schedules of employees, consistent with other provisions of this Agreement, at the discretion of Court management based upon the operational needs of the Court.
13. Program participants may not use accrued leave benefits in lieu of a furlough day. If the FFP day falls on a day when the employee has pre-approved time off, the employee will take FFP and the pre-approved time-off will not be used and will be restored.
14. FFP will be considered paid status for the accrual of the following benefits: health, dental, vision, disability, and life insurance.
15. FFP will apply toward time in service for step advancement and seniority for purposes of layoff.
16. Any employee who separates from the Court during the period August 4, 2017 through June 30, 2018 will be restored on their last day of employment to their rate of pay in effect prior to the pay reduction and adjusted to the appropriate salary step in the range. Thus, any separation calculation based on hourly pay rate such as vacation cash out, wellness calculation, vested sick leave, severance pay, and any other pay out provision from the applicable labor agreement will be based upon the rate of pay prior to the salary rate reduction.
17. Probationary periods will not be extended as a result of participation in FFP.
18. FFP days will not count toward the accumulation of time for purposes of overtime compensation.
19. Salary restoration shall be provided to any Court employee for whom the salary reduction resulting from this Agreement represents a portion of their highest year of employment for retirement calculation purposes. For represented employees who retire and for whom their final compensation for retirement purposes is impacted by contribution in fiscal year 2017-2018 of the value of unpaid furlough days as described in this Agreement and/or applicable pay deduction, the Court will provide restoration pay in a lump sum equaling the pensionable value of the contributions described above for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
FRIDAY FURLOUGH PROGRAM**

21. Salary restoration shall be provided to any Court employee for whom the salary reduction resulting from this Agreement represents a portion of their highest year of employment for retirement calculation purposes. For represented employees who retire and for whom their final compensation for retirement purposes is impacted by contribution in fiscal year 2017-2018 of the value of unpaid furlough days as described in this Agreement and/or applicable pay deduction, the Court will provide restoration pay in a lump sum equaling the pensionable value of the contributions described above for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes.
22. The Court will provide the Union with periodic status updates on the FFP and with revised budget actuals for fiscal year 2017-2018 on a quarterly basis. During March 2018, the Court and the Union shall meet to discuss the status of the FFP and the revised budget projections for fiscal year 2017-2018. In the event of changed financial circumstances for the Court, the Court will make every effort to discontinue the FFP, or, in the alternative, to reduce furlough days to the minimum amount necessary.
23. While the intent of the parties is to be clear, any dispute over the meaning of this Agreement will be subject to the parties' existing dispute resolution mechanism set forth in the applicable labor agreement.
24. This Agreement is subject to the approval by the Court and ratification by the respective membership of the unions named above, which the parties agree they shall seek at the earliest opportunity.
25. This Agreement may be executed in separate counterparts and a facsimile copy or a portable document format (pdf) of the signatures shall be deemed as original.

For the Court:



For Local 21:

