

**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**

**July 1, 2007 through June 30, 2011**

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

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## **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.

### **I.B. REPRESENTATION AND RECOGNITION**

2. 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**

3. 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 and the Union together may agree upon the appointment of a mediator mutually agreeable to the parties. Costs of mediation, if any, shall be divided equally between the parties.
4. 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 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
5. 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.

6. 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.
7. 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

8. 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**

9. Except for those rights which are abridged or limited by this Agreement, all rights are reserved to the Court.
10. 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 Court has the right to make reasonable rules pertaining to employees consistent with this Agreement.

**I.F. UNION RIGHTS**

11. 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,

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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. OFFICIAL REPRESENTATIVES AND STEWARDS**

### 1. Official Representatives

12. 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.
13. In scheduling meetings due consideration shall be given to the operating needs and work schedules of the Court.

### 2. Stewards

14. 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.
15. The Union recognizes that it is the responsibility of the stewards to assist in the resolution of grievances at the lowest possible level.
16. 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.
17. 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.

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18. 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.
19. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.
  3. Union Leave
20. 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.H. UNION SECURITY**

1. Authorization for Deductions
21. 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
22. 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, 875 Stevenson Street, Rm. 235, San Francisco, CA 94103-0902; 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.

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3. Agency Shop

23. 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.

4. Fair-Share Service Fee

24. 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

25. 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

26. 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.
27. 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.

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## 7. Payroll Deduction

28. The Union shall provide the Chief Executive Officer and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Court shall arrange that the City Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or showing described in Section 3 (above) and each pay period thereafter, the Court shall arrange that the City Controller shall 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, as appropriate, from the regular periodic payroll warrant of each covered employee. The Court shall arrange that nine (9) working days following payday the City Controller will promptly pay over to the Union all sums withheld for 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.
29. 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.

## 8. Indemnification

30. 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.
31. The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) 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 Hudson.

## 9. Employee Lists

32. 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

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contain the employee's name, employee number, classification, and amount deducted.

33. The Court shall also provide SFOCRA with a list of employees paying SFOCRA dues.
34. 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.
35. 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

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

#### 11. New Hires

37. 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.

### **I.I. GRIEVANCE PROCEDURES**

38. 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

39. 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 be grieved in accordance with the Property Loss Grievance provisions of this Agreement.

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40. 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.

2. Grievance Description

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

42. a. A written description of the grievance;

43. b. The section(s) of the Agreement, or court rule(s), policy(ies) or procedure(s) violated;

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

3. Time Limits

45. 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

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

47. 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.

48. 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.

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49. The Managing Court Reporter shall respond in writing within five (5) working days following receipt of the written grievance.
50. Step 2: A grievant dissatisfied with the Managing Court Reporter's response at Step 1 may appeal to the Assistant Chief Executive Officer, in writing, within ten (10) working days of receipt of the Step 1 answer. The Assistant Chief Executive Officer will convene a grievance meeting within ten (10) working days of receipt to discuss the grievance with the grievant and/or the grievant's Union representative. Within five (5) working days following the meeting, the Assistant Chief Executive Officer will respond in writing to the grievance.
51. Step 3: A grievant dissatisfied with the Assistant Chief Executive Officer's response at Step 2 may appeal to the Chief Executive Officer, or his/her designee in writing, within ten (10) working days of receipt of the Step 2 answer. The Chief Executive Officer may convene a grievance meeting within ten (10) working days with the grievant and/or the grievant's Union. The Chief Executive Officer shall respond to the grievance in writing within fifteen (15) working days of the meeting or receipt of the grievance, whichever is later.
52. Step 4: A grievant dissatisfied with the Chief Executive Officer or his/her designee's response at Step 3 may appeal to the Presiding Judge of the Superior Court, in writing, within fifteen (15) working days of receipt of the Step 3 answer. The Presiding Judge, or his/her designee, may convene a grievance meeting within ten (10) working days with the grievant and/or the grievant's Union. The Presiding Judge 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.

#### 5. Arbitration

53. If the Union is dissatisfied with the Step 4 answer, it may appeal by notifying the Chief Executive Officer, in writing, within fifteen (15) working days of the 4th Step decision that arbitration is being invoked.
54. When a matter is appealed to arbitration, the Court shall, within five (5) working days of receipt of such a request, contact the SMCS and obtain a randomly selected listing of 7 arbitrators. From this list, the parties shall alternately strike until a single arbitrator's name remains. Said remaining arbitrator shall be designated to hear the matter. Which party strikes first in the selection process shall be determined by a coin toss.

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6. Authority of the Arbitrator

55. 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

56. The fees and expenses of the arbitrator shall be shared equally by the Union and the Court. 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.
57. 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.

**I.J. PROPERTY LOSS DISCIPLINARY ACTION GRIEVANCES:**

1. Definitions

58. Property Loss Disciplinary Actions are defined as any disciplinary action which results in a monetary loss.
59. 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

60. 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 third level of review and therefore are not subject to Arbitration.

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61. 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.

62. The grievance process defined in this section does not apply when employment ceases at the expiration of a temporary appointment or an appointment of specified duration. Such cessation of employment shall not be subject to challenge under this or any other section.

3. Rejection from Probation

63. 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

64. 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:

65. a. Written notice of the proposed action; and

66. b. The reasons for the proposed discipline; and

67. c. A copy of the charges and the materials upon which the action is based; and

68. d. The right to respond, within ten (10) working days of the notice of action being received, either orally or in writing, to the Chief Executive Officer, or designee who is at least at the level of authority of that imposing the discipline. The choice of oral or written response shall be determined by the grievant. The grievant is entitled to representation. The decision of the Chief Executive Officer, or designee, to confirm, amend, or rescind the disciplinary action shall be rendered prior to the effective date of the disciplinary action.

69. In cases of property loss disciplinary action grievances, the initial level of review will be the Chief Executive Officer. Within thirty (30) calendar days of receipt of the notice of disciplinary action involving a property loss, the employee may file a grievance directly to the Chief Executive Officer or designee, whether or not the

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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.

70. The Chief Executive Officer 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

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

6. Selection of the Arbitrator

72. The Union files a request for arbitration with the Chief Executive Officer of the Court. The Court shall, within five (5) working days of receipt of such a request, contact the SMCS and obtain a randomly selected listing of 7 arbitrators. From this list, the parties shall alternately strike until a single arbitrator's name remains. Said remaining arbitrator shall be designated to hear the matter. Which party strikes first in the selection process shall be determined by a coin toss.

7. Hearing

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

74. The Union shall have the right to call witnesses and present evidence. The Court shall be required to release employees to testify at the hearing.

8. Duties and Powers of the Arbitrator

75. 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.

76. 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

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arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

9. Arbitrator's Decision

77. The arbitrator shall render a recommendation based upon the evidence provided during the arbitration process and hearing to the Presiding Judge of the Court, as described below, under "Review by the Court."
78. 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

79. 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

80. The recommended decision of the arbitrator shall be submitted to a judge of the Court for review. The Judge shall be selected from a list comprised of the Presiding Judge, the Assistant Presiding Judge, and the Chair of the Personnel Committee. If the disciplinary decision has been presented to the Personnel Committee for consideration or action, the Chair of the Personnel Committee will be removed from the list of possible Reviewing Judges. Any judge on the list of Reviewing Judges may recuse him/herself from the list if he/she feels that he/she has sufficient familiarity with the facts of the case which could impact his/her decision. Selection of the particular Judge reviewing the matter shall occur by the Union striking first from this list of judges and the Court striking second. The Judge remaining shall review the Arbitrator's recommended decision and be referred to in the following as the "Reviewing Judge."
81. The Reviewing Judge shall have thirty (30) calendar days from receipt of the arbitrator's recommendation or receipt of the record of the hearing, whichever is later, to issue a written decision accepting, rejecting or modifying the arbitrator's

report or modifying the arbitrator's report or recommendation, unless the Court and Union mutually agree to a different time frame.

82. In making his/her decision, the Reviewing Judge shall be bound by the factual findings of the arbitrator, except factual findings that are not supported by substantial evidence, and the Reviewing Judge shall give substantial deference to the recommended disposition of the arbitrator.
83. If the Reviewing Judge rejects or modifies the arbitrator's recommendation, the Reviewing Judge shall specify the reason or reasons why the recommended disposition is rejected in a written statement which shall have direct reference to the facts found and shall specify whether the material factual findings are supported by substantial evidence. The Reviewing Judge may reject or modify the recommendation of the arbitrator *only* if the material factual findings are not supported by substantial evidence, or for any of the following reason or reasons of substantially similar gravity or significance:
84. (1.) The recommendation places an employee or the public at an unacceptable risk of physical harm from an objective point of view.
85. (2.) The recommendation requires an act contrary to law.
86. (3.) The recommendation obstructs the Court from performing its constitutional or statutory function from an objective point of view.
87. (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.
88. (5.) The recommendation is contrary to past practices in similar situations presented to the arbitrator that the arbitrator has failed to consider or distinguish.
89. (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.

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90. 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

91. 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.

13. Time Limits

92. 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.
93. 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.K. PROBATION**

1. Probationary Period

94. 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

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

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## **ARTICLE II: EMPLOYMENT CONDITIONS**

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

97. 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 race, color, creed, religion, sex, sexual orientation, gender identity, marital status, national origin, physical or mental disability, age, 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.
98. 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.
99. 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**

100. 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 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

101. 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 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.

102. 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.
103. 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.
104. Seniority shall not be affected or reduced by current or previous periods of authorized leave of absence or authorized reduction in work schedules.
105. In the event of ties, seniority will be determined by lot.

## 2. Order of Layoff

106. 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:
107. (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.
108. (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.
109. (3.) Permanent (Permanent Official Reporters).

## 3. Exceptions to the Order of Layoff

110. In the event of a layoff, a person appointed to a position requiring special qualifications or skills as approved by the Chief Executive Officer shall continue in the position unless a more senior employee or holdover in the class in which the layoff occurs possesses the same qualifications and skills. The Chief Executive Officer may administer such tests as deemed necessary to determine

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possession of special qualifications and skills. Such exceptions to the order of layoff shall require the prior express approval of the Chief Executive Officer.

4. Establishment of Seniority Roster

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

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

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

6. Layoff – Permanent Employees (Permanent Official Reporters)

113. 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.

114. 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

115. 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.

116. 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.

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9. Involuntary Leave of Absence

117. Whenever it becomes necessary to effect a reduction in force due to lack of work or lack of funds which will result in the displacement of a permanent appointee from Court service, the Chief Executive Officer shall place such employees on an involuntary leave of absence, in lieu of layoff, unless the employee elects to be laid off.
118. Involuntary leave is unpaid.
119. Such reductions in force shall be effected by the provisions of this rule governing seniority and order of layoff.
120. Employees placed on an involuntary leave of absence may be ranked on holdover rosters the same as they would under a layoff.
121. 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.
122. 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.
123. A member of the Health Services System who wishes to remain a member must be placed on involuntary leave. Continued membership will be treated as with any other unpaid leave of absence. An employee electing layoff will be treated as any other separating employee by the Health Services System.
124. 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.

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## **II.D. LAYOFF ADJUSTMENT**

125. 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**

126. 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 permission of that covered employee’s judge or commissioner, and the Managing Court Reporter.
127. Within two weeks following ratification of the Agreement, and thereafter annually in January, the Managing Court Reporter shall send to each Permanent Official Court Reporter and each Reporter Pro Tem 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.
128. In the event all Permanent Official Reporters on said list have waived the assignment, or are unavailable or incompatible for the assignment, it may be accepted by a Reporter Pro Tem, the intent being to keep the assignment of dailies by the second reporter in-house whenever possible.
129. 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 of his/her judge and the Managing Court Reporter on the form prescribed by the Managing Court Reporter. The applicable judge must approve the reassignment for the entire duration of the daily or a specified portion thereof. A chosen Pro Tem Reporter must obtain the written permission of the Managing Court Reporter. If there are no Permanent Official or Pro Tem Reporters on the list who are available and have permission to serve, the Managing Court Reporter shall assign a reporter to conduct the daily.

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## **II.F. PERSONNEL FILES**

130. 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.
131. 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 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.
132. 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.
133. 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

134. Salary shall at all times be in compliance with state law.
135. 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.
136. Effective July 1, 2007, base wages for all reporters shall be increased by 4.0%, rounded to the nearest standard salary schedule for the City and County of San Francisco.
137. Effective July 1, 2008, base wages for all reporters shall be increased by 3.0%, rounded to the nearest standard salary schedule for the City and County of San Francisco. In addition, official permanent court reporters who have more than 20 years of “service” will be paid an additional 2%, rounded to the nearest standard salary schedule for the City and County of San Francisco. In this section, “service” will be defined by the “Date entered city/court service” by the City and County of San Francisco personnel system. This will be the appointment start date following any new appointment or following a separation of greater than 6 months.
138. Effective July 1, 2009, base wages for all reporters shall be increased by 3.0%, rounded to the nearest standard salary schedule for the City and County of San Francisco. In addition, official permanent reporters who have more than 15 years of “service,” as defined above, will be paid an additional 2%, rounded to the nearest standard salary schedule for the City and County of San Francisco.
139. Effective July 1, 2010, base wages for all reporters shall be increased by the lesser of either 2.5%, or the amount allocated by the state through Administrative Office of the Courts, per the following:
140. (1.) The percentage increase for salaries, as relayed to the Court from the AOC, or

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141. (2.) If the increase is provided as a lump sum dollar amount to be used for salary and benefit increases and their related mandatory expenses, the Court will do the following:
142. a. Calculate the per capita increase for health benefits and deduct from the total lump sum allocation, then
143. b. Take the remaining amount and deduct approximately 15.3% for mandatory salary related increase obligations, i.e. Social Security, Medicare, etc., to arrive at the amount available for salary increases, then
144. c. Compare the salary total for the bargaining unit with the total payroll to calculate the bargaining unit portion of the total, then
145. d. Compare the amount available to the bargaining unit for increases with the current bargaining unit total salary to arrive at the percentage increases to be granted.
146. In addition, on July 1, 2010, official permanent reporters who have more than 10 years of “service,” as defined above, will be paid an additional 2%, rounded to the nearest standard salary schedule for the City and County of San Francisco.
147. Any percentage change in base wages July 1, 2010 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**

148. In addition to the wages provided for above, additional pay adjustments shall apply as described in this section.
1. Realtime Certification Requirement
149. Any covered employee who has received Realtime Certification from the National Court Reporters Association or from the Deposition Reporters Association/California Official Court Reporters Association (COCRA.).
2. Realtime Qualification Requirement
150. Completion of the prescribed form, by either the assigned bench officer or the Managing Court Reporter, attesting that the reporter has provided Realtime text to a bench officer for a substantial portion of time within the previous three (3)

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months in a courtroom setting and that the bench officer intends 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.

3. CART Reporting

151. 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 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

152. 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

153. 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**

154. 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 Chief Executive Officer will endeavor to inform the employee at least thirty (30) days before his/her final day of work. Where the Chief Executive Officer fails or declines to inform the employee a full thirty (30) days in advance, the employee shall receive pay in lieu of the number of days less than thirty (30) upon which he/she was informed.

155. 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 Chief Executive Officer shall receive one (1) pay period of severance pay.
156. In addition, the Court agrees that when removing or releasing from employment 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.
157. In addition, the Court agrees that when removing or releasing from employment 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.
158. In addition, the Court agrees that when removing or releasing from employment a represented employee with twenty (20) or more years of Court service, in a permanent appointment, the employee shall receive ten (10) periods of severance pay.

### **III.D. PAYROLL PROCEDURES**

#### **1. Recovery of Overpayment.**

159. 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.

#### **2. Transcript Pay.**

160. All transcript pay shall be distributed as part of the regular pay warrant for the pay period in which the transcript pay voucher was submitted for payment.

**ARTICLE IV: HEALTH AND WELFARE**

**IV.A. HEALTH AND DENTAL INSURANCE**

161. Permanent Official Reporters, as well as Official Reporters Pro Tempore with 1040 hours of service within a consecutive 12-month period of time, are eligible to be enrolled in the Health Service System.

1. Maintenance of Benefits

162. Benefits 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

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

Effective 7/1/07:	\$419.00
Effective 7/1/08:	\$465.00
Effective 7/1/09:	\$516.00
Effective 7/1/10:	\$573.00

3. Dental Benefits

164. Effective upon the first pay period following ratification of this Agreement, 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. Benefits While on Unpaid Leave

165. 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, workers' compensation leave, family care leave, or mandatory administrative leave. Following expiration of the employee's family care leave, the employee may request personal leave due to hardship. Paid benefits shall continue during this approved personal leave. In addition, the Court will continue payment of all regular contributions for employee health and dental benefits for an employee on

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a holdover list during the time period that the employee verifies that the employee does not have alternative health care coverage. The verification process shall be established by the Court and the Union.

166. 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**

167. Effective upon ratification of this Agreement or July 1, 2005, whichever is later, the City on behalf of the Court shall provide permanent official court reporters group term life insurance in the amount of \$50,000 per employee.

#### **IV.C. LIABILITY COVERAGE**

168. 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.

#### **IV.D. LONG TERM DISABILITY INSURANCE**

169. 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 one hundred eighty (180) days elimination period, sixty percent (60%) 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**

170. Covered employees shall continue to be enrolled in the State Disability Insurance Program.
171. 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

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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.

172. 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**

173. 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.
174. 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 Chief Executive Officer or designee.
175. Neither the decision to provide or deny modified duty, nor the impact of such a decision shall be subject to grievance or arbitration.
176. It is also understood that modified duty assignments are temporary only.
177. 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.

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#### **IV.G. PARTICIPATORY PLANS**

178. 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

## ARTICLE V: RETIREMENT

179. 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.
180. For the period prior to July 1, 2005, the Court shall continue to contribute to their pension plans the appropriate pension plan, as follows:
- 8% of pension covered gross salary for old plan SFERS full rate members;
  - 7.5% of pension covered gross salary for new plan SFERS full rate members.
181. Effective July 1, 2005, employees shall pay 7.5% employee retirement contribution of the employee's retirement contribution obligation for "new plan" members or "old plan" members. The court shall contribute 0.5% for "old plan" members. Base wages shall simultaneously be increased by 7.5%, rounded to the nearest salary step in the salary compensation tables used by the City and County of San Francisco. (This increase is already included in the rates reflected in the "Wages" section of this Agreement for dates on or after 7/1/05.)

## ARTICLE VI: HOURS OF WORK AND TIME OFF

### VIA. HOURS OF WORK

#### 1. Full-time Work Schedules.

182. 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.

183. 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

184. 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.
185. 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.

4. Overtime/Compensatory Time

186. 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.
187. a. Rate of Overtime Pay: Overtime shall be compensated at the overtime rate of one and one-half times the base hourly rate.
188. b. Compensatory Time: Compensatory time shall be earned at the rate of time and one-half time worked.
189. 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

190. In addition to those days designated by state statute as Court holidays and listed below, Official Court Reporters shall receive four (4) additional holidays to be taken on days selected by the employee subject to the approval and sole discretion of the Court. These four days are granted January 1<sup>st</sup> each year and must be used prior to December 31<sup>st</sup> of the same year. Any covered employee commencing employment on other than January 1 of a given year shall be awarded vacation and floating holidays proportionate to the percentage of the year they are employed. All requests for vacation shall be in writing.
191. 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 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

192. The following days are designated as Court holidays:

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

193. 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.

194. 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.

195. 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.

196. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

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6. Part-time Employees Eligible for Holidays.

197. 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.
198. 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.
199. 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**

1. Permanent Official Reporters

200. Covered employees receive 21 vacation days annually. The 21 vacation days are awarded on January 1<sup>st</sup> each year. Any reporter commencing employment on other than January 1 of a given year shall be awarded vacation and floating holidays proportionate to the percentage of the year they are employed. These credits are not cumulative. Any unused portion at the close of business on December 31<sup>st</sup> will be deducted from the number of new credits credited on the following January 1<sup>st</sup>. All requests for vacation shall be in writing.
201. Any vacation time requested by a court reporter that requires coverage 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.
202. Permanent official reporters taking voluntary unpaid leave (not statutorily required) cumulatively in excess of one month per year shall have their entitlement to future paid vacation reduced proportionately to the percentage of the year taken on unpaid leave.

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2. Official Reporters Pro Tempore

203. When an employee reaches his/her first 1040 hours of paid time in a consecutive twelve (12) month period, he/she will be credited 84 hours of the vacation credits. However these credits are not available to the employee to use until six calendar months following the crediting of these hours.
204. Once the initial 1040 hours of paid time in a consecutive twelve (12) months has been reached and the credits granted as described above, future credits will be credited at the rate of .0385 of an hour for each hour of paid service in the preceding pay period up to a maximum of 3.08 hours and an annual maximum of 80 hours.
205. At the end of five (5) years of continuous service, an Official Court Reporter Pro Tempore shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year, except that the amount of the vacation allowance shall not exceed forty (40) hours. Starting with the five year anniversary date of continuous service, an Official Court Reporter Pro Tempore earns .0577 hours of vacation credit each pay period for each hour of paid time in the pay period, up to a maximum of 120 hours per year.
206. At the end of fifteen (15) years of continuous service, an Official Court Reporter Pro Tempore shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours. Starting with the fifteen year anniversary date of continuous service, an Official Court Reporter Pro Tempore earns .0770 hours of vacation credit each pay period for each hour of paid time in the pay period, up to a maximum of 160 hours per year.
207. The maximum number of vacation hours an Official Court Reporter Pro Tempore may accrue consists of two hundred and forty (240) hours carried forward from prior years plus the Official Court Reporter Pro Tempore's maximum vacation entitlement which is based on the number of years of service. The maximum number of vacation hours which an Official Court Reporter Pro Tempore 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

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more than 15 years

400 hours

208. If, in a pay period, the hours earned cause the balance to reach the maximum allowable, the Official Court Reporter Pro Tempore will stop earning hours until he/she reduces the balance by using hours.
209. Should an Official Reporter Pro Tempore become a permanent Court Reporter, these credits will be maintained in reserve for use by the reporter should annual credits granted to a permanent Court Reporter be exhausted.

## **VI.D. LEAVES OF ABSENCE**

### **1. Permanent Official Reporters**

210. 30 days of paid leave are awarded to full time covered employees on January 1<sup>st</sup> each year. Permanent part time employees will be granted the same leave on a proportional basis to full time reporters. Reporters commencing employment after that date shall be awarded paid leave proportionate to the percentage of the year they are employed.
211. All covered employees may request up to 30 days paid leave annually for the following purposes:
- a. 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
  - 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. Some examples are:
    - Parent

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- Step parent
- Spouse
- Domestic partner
- In-law
- Biological , step, foster, adoptive child
- Child of person standing in ‘locus parentis’ to the employee
- Grandparent
- Sibling
- Grandchild
- Legal guardian or legal ward
- Any person who is permanently residing in the household of the employee

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

214. All sick leaves may require written medical verification at the discretion of the Presiding Judge. Written verification is required in any case where such leave exceeds five working days.

215. Because sick leave is not cumulative for court reporters, should a reporter experience a catastrophic illness or accident requiring the use of more than 30 days of sick leave in a given year, the judges may in their discretion vote to continue said reporter on salary even after the 30 days sick leave has been depleted.

216. Covered employees taking voluntary unpaid leave (not statutorily required) cumulatively in excess of one month per year shall have their entitlement to future paid sick leave reduced proportionately to the percentage of the year taken on unpaid leave.

b. Bereavement Leave

217. 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 conjunction with the bereavement leave if travel outside the State of California is

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required as a result of the death. Covered employees who have exhausted paid leave shall be granted unpaid leave.

c. Maternity/Paternity Leave

218. 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.

d. Leave to Care for Medical Needs of Child

219. 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.

e. Family Medical Leave Act Leave

220. 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.

2. Official Reporters Pro Tempore

a. Paid Leave

221. 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 120 hours of the sick leave credits.
222. Once the initial 1040 hours of paid time in a consecutive twelve (12) months has been reached and the credits granted as described above, future credits will be credited 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.
223. Official Reporters Pro Tempore 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.

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224. Should an Official Reporter Pro Tempore become a permanent Court Reporter, these credits will be maintained in reserve for use by the reporter should annual credits granted to a permanent Court Reporter be exhausted.

#### **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, 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**

- 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 serous 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.

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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.

**VI.L. MILITARY LEAVE**

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

## **ARTICLE VII: TRAINING AND EDUCATION**

237. 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 occurs on a weekend or other scheduled day(s) off. Educational leave requests must be in writing.
238. 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.
239. The Court may reimburse covered employees for 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.
240. 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.

## ARTICLE VIII: APPLICATIONS AND PERSONNEL SELECTION

### VIII.A. APPLICATION PROCESS

241. 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.
242. 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 City and County of San Francisco at [www.sfgov.org](http://www.sfgov.org)
  - And any other posting locations deemed appropriate by the Court's Human Resources Office
243. 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
244. 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 Chief Executive Officer will rule upon appeals and notify petitioners in writing.
2. Re-issuance of Employment Opportunity Examination Announcements
245. After considering appeals submitted, the Chief Executive Officer may reissue the announcement and give reasons for the re-issuance of announcements.

**VIII.B. PERSONNEL SELECTION PROCESS**

246. 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.

247. 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

248. 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 Chief Executive Officer will rule upon appeals and notify petitioners in writing.

2. Re-issuance of Personnel Selection Placement Results

249. After considering appeals submitted, the Chief Executive Officer may revise and reissue the list.

## **ARTICLE IX: WORKING CONDITIONS**

### **IX.A. HEALTH AND SAFETY**

250. The Court acknowledges its responsibility to provide a safe, healthful work environment for Court employees. An employee can request an evaluation of the employee's workspace. Upon demonstration of need, the Court will provide the necessary equipment for the employee to perform the duties of the position.
251. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, the employee shall immediately so notify his/her supervisor and explain why he/she believes it is unsafe. If the supervisor agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.
252. 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**

253. The parties agree that they will address the development of a plan for an ergonomic review of furniture/workstations for Court Reporters, subject to the approval of the Chief Executive Officer, in Labor Management meetings. (Reference IX.E.).
254. 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.

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### **IX.C. REIMBURSEMENT OF WORK-RELATED EXPENSES**

#### 1. Mileage

255. Covered employees required to use their own vehicle for Court business shall be reimbursed for mileage as fixed by the Administrative Office of the Courts in accordance with their Financial Policy and Procedures and will be reimbursed for all necessary parking and toll expenses.

#### 2. Business Travel on SF Municipal Railway

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

#### 3. Meals and Lodging

257. 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.

258. An employee who qualifies for reimbursement for property damaged, destroyed or stolen in the line of duty shall submit a claim to the Chief 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**

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

### **IX.E. JOINT LABOR MANAGEMENT COMMITTEE**

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

261. 1. The Union representatives will be comprised of up to 3 representatives of Classification 500C. This number may be increased by mutual consent.
262. 2. The committee will meet not more than quarterly, unless by mutual agreement. Further, both parties agree to attempt to establish a regular meeting schedule by mutual agreement.
263. 3. After a meeting has been scheduled, the Union must provide a written agenda to the Court not less than 48 hours in advance of the meeting specifying topics to be discussed. Likewise, the Court must propose agenda items with 48 hours' notice to the Union. If neither side provides a written agenda, the scheduled meeting will be cancelled until the following quarter.

## ARTICLE X: AGREEMENT CONDITIONS

### X.A. SCOPE OF THE AGREEMENT

264. 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.
265. 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.
266. 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.
267. 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.
268. 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).
269. 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.

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270. 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.
271. 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**

272. 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.
273. 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.
274. 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**

275. This Agreement shall be effective the day following the ratification by both parties and shall remain in full force and effect through June 30, 2011, and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30, 2011 or sixty (60) days prior to June 30th of any subsequent year of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.

IN WITNESS HEREOF, the parties hereto have executed this agreement this 27th of June 2007.

For the Court:

For the Union:

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David L. Ballati  
Presiding Judge

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Kim Waldron  
Representative, SFOCRA, IFPTE Local 21

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Gordon Park-Li  
Chief Executive Officer

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Maura Baldocchi  
Official Reporter

---

Cheryl K. Martin  
Director, Human Resources

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Deborah Neville  
Official Reporter

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Neal Taniguchi  
Chief Fiscal Officer

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Joseph Vickstein  
Official Reporter

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Linda Harris  
Assistant Managing Court Reporter

## APPENDIX A: WAGE TABLE

Salary Rate Table:

Court Reporter 500C	CHANGE DATE	CCSF Schedule	Hourly 7/1/2007a	B/W 7/1/2007a	Mo.(26.1) 7/1/2007a	Annual (26.1) 7/1/2007a
Base	7/1/07	07630	47.2125	3,777	8,215	98,580
Base	7/1/08	07690	48.6000	3,888	8,456	101,477
With 20 Years of Service (2%)	7/1/08	07730	49.5750	3,966	8,626	103,513
Base	7/1/09	07750	50.0750	4,006	8,713	104,557
With 15 Years of Service (2%)	7/1/09	07790	51.0250	4,082	8,878	106,540
With 20 Years of Service (4%)	7/1/09	07830	52.0500	4,164	9,057	108,680
Base @ 2.5% *	7/1/10	07800	51.3250	4,106	8,931	107,167
With 10 Years of Service * (2%)	7/1/10	07840	52.3500	4,188	9,109	109,307
With 15 Years of Service * (4%)	7/1/10	07880	53.3750	4,270	9,287	111,447
With 20 Years of Service * (6%)	7/1/10	07920	54.4000	4,352	9,466	113,587
* subject to change All rates rounded to CCSF schedule						

\* Rate calculated with allocation information provided by the state through the Administrative Office of the Courts

## **APPENDIX B: SIDE LETTER AGREEMENT**

Side Letter to the Agreement between  
San Francisco Superior Court  
And SFOCRA/Local 21

The parties agree that notification to the City and County Controller of base wage increases as provided in Article III, Section of the Agreement shall be made within ten (10) working days of notification of authorization to the Court by the Judicial Council or verifiable notice by SFOCRA, whichever is first.

(Original signed by the negotiating team Chairs.)