

FILE NO. 000782

ORDINANCE NO. 131-00

1 [Court Employee Compensation]

2 IMPLEMENTING SCHEDULES OF COMPENSATION AND OTHER ECONOMIC BENEFITS  
3 FOR CERTAIN CLASSIFICATIONS OF PERSONS EMPLOYED BY THE SUPERIOR  
4 COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO; RATIFYING ACTIONS  
5 PREVIOUSLY TAKEN.

6 Be it ordained by the People of the City and County of San Francisco:

7 I. This ordinance, which has been approved by a majority of the judges of the Superior  
8 Court pursuant to Government Code section 69900, establishes the rates of compensation  
9 and benefits effective July 1, 1999 and effective July 1, 2000, for the following classifications  
10 of Superior Court employees: 0175 Senior Criminal Research Attorney, 0243 Traffic System  
11 Programmer, 0244 Court Traffic Senior Application Programmer, 0246 Court Application  
12 Programmer, 0248 Court Technical Writer, 0260 Legal Advisor, 0273 Assistant System  
13 Coordinator, 0278 Assistant System Manager, 0360 Legal Research Attorney, 0366  
14 Dependency Mediation Assistant, 0811 MIS Specialist I, and 0818 MIS Specialist II.

15 II. For purposes of this ordinance, the term "covered employees" shall mean those  
16 classifications enumerated in paragraph I above. The term "Court" shall mean the Superior  
17 Court of California, County of San Francisco. The term "City" shall mean the City and County  
18 of San Francisco.

19 III. The General Fund of the City and County of San Francisco shall not be used to  
20 fund any of the salary increases or benefits referred to in this ordinance. The City shall not be  
21 liable for any costs incurred in providing the wages and other benefits set forth in this  
22 ordinance. The City's obligations under this ordinance shall be limited to administering health  
23 and retirement benefits and payroll processing. This paragraph shall not apply to the payment  
24 of wages and benefits for those positions covered by this ordinance which are specifically  
25 authorized and funded by the City budget.

Supervisor Brown  
SUPERIOR COURT  
BOARD OF SUPERVISORS

m1r  
5/17

1 IV. The City's obligations described herein are not intended to create a dual employer  
2 relationship.

3 V. Compensation and Additional Economic Benefits for All Covered Employees in  
4 the Above Classes.

5 A. WORK SCHEDULES

6 A normal work schedule is a tour of duty of forty (40) hours per week, usually worked in  
7 eight (8) hour increments within a nine (9) hour period, during five consecutive days. An  
8 alternative work schedule may be established by mutual agreement. A part-time work  
9 schedule is a tour of duty less than forty (40) hours per week. Salaries for part-time services  
10 shall be calculated upon the compensation for normal schedules proportionate to the hours  
11 actually worked. This paragraph does not constitute a guarantee of 40 hours per week, or  
12 any other specific level of hours.

13 B. HOLIDAYS

14 1. Floating Holidays

15 a. In addition to those days authorized by Section 135 of the Code of  
16 Civil Procedure as Court holidays, covered employees shall receive four (4) floating holidays  
17 on July 1, 1999 and each subsequent July 1<sup>st</sup> to be taken, on or before June 30<sup>th</sup> of the fiscal  
18 year in which the days were credited, on days selected by the employee subject to the  
19 approval and sole discretion of the Court.

20 b. Employees must complete six (6) months continuous service  
21 before receiving the floating holidays, except when a particular day has been determined to  
22 be a floating holiday for all of the employees of the Court, provided that all part-time  
23 employees who are not regularly scheduled, but are employed on an as needed irregular  
24 intermittent or other irregular basis are ineligible for the additional days.

1 c. Floating holidays may only be taken in eight-hour increments. Any  
2 floating holiday credit unused by the employee by the close of business on the applicable  
3 June 30th will no longer be available to the employee.

4 d. Employees who have completed five years of continuous service  
5 at the maximum salary rate for their classification shall be credited with one (1) additional  
6 floating holiday to be used per the same restrictions as the other floating holidays provided in  
7 this section.

8 2. Part-time Employees Eligible for Holidays

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

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

18 c. The proportionate amount of holiday time shall be taken in the  
19 same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually  
20 agreeable to the employee and the Chief Executive Officer or his designee.

21 3. Holiday Compensation for Time Worked

22 Employees who are covered by this ordinance who are required by the Court to  
23 work on a State holiday, excepting Fridays observed as holidays in lieu of holidays falling on a  
24 Saturday, shall be granted time off equivalent to the time worked at the rate of one and one-  
25

1 half times for work on the holiday. Time off in lieu shall be scheduled at the discretion of the  
2 Court.

3 4. Holiday Pay for Employees Laid Off

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

7 C. OVERTIME AND HOLIDAY PAY

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

10 D. RECOVERY OF OVERPAYMENTS

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

15 E. HEALTH AND DENTAL CARE BENEFITS

16 1. The level of the City's contribution on behalf of the Court to health  
17 benefits will be set annually in accordance with the requirements of San Francisco Charter  
18 Appendix Sections A8.423 and A8.428.

19 2. The City on behalf of the Court shall continue to fund the level of dental  
20 coverage for each member and family dependents provided in FY 1998-99.

21 F. DEPENDENT HEALTH CARE BENEFITS – AMOUNT OF EMPLOYEE  
22 CONTRIBUTION TO BE PAID BY THE CITY ON BEHALF OF THE COURT

23 1. Monthly Amount

24 Between July 1, 1999 and the approval date of this ordinance, the City on behalf  
25 of the Court will continue to contribute \$225 toward dependent health care. Effective with the

1 approval date of this ordinance, the City on behalf of the Court will contribute the greater of  
2 either \$225 per month or a monthly amount equivalent to that required for an employee who  
3 selects Kaiser at the "employee plus two" level.

4 2. For "medically single" employees, i.e., benefited employees not receiving  
5 this contribution paid by the City on behalf of the Court for dependent health care benefits, the  
6 City on behalf of the City on behalf of the Court shall contribute all of the premium for the  
7 employee's own health care benefit coverage.

8 G. RETIREMENT CONTRIBUTION

9 1. Effective July 1, 1999, the City on behalf of the Court shall continue to  
10 contribute to the appropriate pension plan a total of:

11 8% of pension covered gross salary for old plan SFERS full rate members;

12 7.5% of pension covered gross salary for new plan SFERS full rate members;

13 2. The aforesaid contributions shall not be considered as a part of an  
14 employee's compensation for the purpose of computing earnings or retirement benefits, nor  
15 shall such contributions be taken into account in determining the level of any other benefit,  
16 which is a function of, or percentage of salary. The Court reserves the right to take said  
17 contributions into account for the purpose of salary comparisons with other employees.

18 H. LONG TERM DISABILITY

19 The City on behalf of the Court shall provide to employees with six months continuous  
20 service a Long Term Disability (LTD) plan that provides, after a one hundred eighty (180) day  
21 elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five.

22 I. STATE DISABILITY INSURANCE (SDI)

23 1. Upon a vote by 50% plus one or more of the members of a covered  
24 classification that the members desire to be enrolled in the State Disability Insurance  
25 Program, the Court, and if required by state law, the Board of Supervisors on behalf of the

1 Court, shall take any and all necessary action to enroll such employees therein. The cost of  
2 SDI will be paid by the employee through payroll deduction at a rate established by the State  
3 of California Employment Development Department.

4 2. At the employee's option, the employee's accrued sick leave, vacation  
5 and holidays shall be integrated with SDI payments to provide a maximum to the employee of  
6 their net income.

7 J. SENIORITY INCREMENTS

8 1. Entry at the First Step. Covered employees who enter a classification at  
9 the first pay step shall advance to the second step within the classification upon completion of  
10 two thousand eighty (2080) hours worked (exclusive of overtime) and to each successive step  
11 upon completion of an additional two thousand eighty (2080) hours worked (exclusive of  
12 overtime) of required service within the classification, until the maximum salary rate is  
13 achieved.

14 2. Entry at Other than the First Step. Covered employees who enter a  
15 classification at a rate of pay other than the first step shall advance one step upon completion  
16 of two thousand eighty (2080) hours worked (exclusive of overtime) of required service within  
17 the classification and continue to advance to each successive step upon completion of an  
18 additional two thousand eighty (2080) hours worked (exclusive of overtime) of required  
19 service within the classification, until the maximum salary rate is achieved.

20 3. Date Increment Due. Increments shall accrue and become due and  
21 payable on the next day following completion of required service as specified above.

22 K. SUPERVISORY DIFFERENTIAL ADJUSTMENT

23 The Chief Executive Officer may adjust the salary of a supervisory employee whose  
24 schedule of salary is set herein subject to the following conditions:  
25

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

4           2.     The supervisor actually supervises the technical content of subordinate  
5 work and possesses education and/or experience appropriate to the technical assignment.

6           3.     The assignment is a regular one approved by the Chief Executive Officer.

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

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

11          6.     If the application of this section adjusts the salary of an employee in  
12 excess of his/her immediate supervisor, the pay of such immediate supervisor, if also covered  
13 by this ordinance, shall be adjusted to an amount of \$1.00 bi-weekly in excess of the base  
14 rate of his/her highest paid subordinate, provided that the other applicable conditions of this  
15 section are also met.

16          7.     In no event will the Chief Executive Officer approve a supervisory salary  
17 adjustment in excess of 10% over the supervisor's current basic compensation. If, in the  
18 following fiscal year, a salary inequity continues to exist, the Chief Executive Officer may  
19 again review the circumstances and may grant an additional salary adjustment not to exceed  
20 10%.

21           L.     REIMBURSEMENT OF MILEAGE AND RELATED EXPENSES

22           Covered employees required to use their own vehicle for Court business shall be  
23 reimbursed for mileage as fixed by the Controller of the City and County of San Francisco in  
24 accordance with IRS rules, and will be reimbursed for all necessary parking and toll expenses  
25 with appropriate documentation. Employees will also be reimbursed for the actual amount of

1 any required expenses incurred for public transportation taken in the course of a job  
2 assignment.

3 M. MEALS

4 Covered employees shall, subject to the procedures established by the Controller of  
5 the City and County of San Francisco, be reimbursed for the reasonable and actual costs of  
6 meals upon presentation of receipts in the following circumstances:

7 1. When an employee is required by the Court to attend a meeting at which  
8 a meal is served and such meal is billed to the employee;

9 2. When an employee is traveling overnight out of the City on Court  
10 business.

11 N. FINGERPRINTING

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

14 O. ADDITIONAL COMPENSATION FOR BILINGUAL OR SIGN LANGUAGE

15 Covered employees who are assigned at the discretion of the Court to use a language  
16 other than English for a minimum of 10 hours biweekly as part of their work shall have their  
17 positions designated as "bilingual." Employees who are assigned to a "designated bilingual  
18 position" and who use a language other than English for a minimum of ten (10) hours but less  
19 than forty (40) hours biweekly shall be granted additional compensation of thirty-five dollars  
20 (\$35.00) biweekly. Employees who are assigned to a "designated bilingual position" and who  
21 use a language other than English for over forty (40) hours biweekly shall be granted  
22 additional compensation of fifty dollars (\$50.00) biweekly. A "designated bilingual position" is  
23 a position designated by the Court which requires the use of a foreign language including sign  
24 language for the hearing impaired and Braille for the visually impaired, for a minimum of 10  
25 hours biweekly.



1           **VI. General Wage.**

2           Base wage rates of covered employees shall be increased by three and one-half  
3 percent (3.5%) effective July 1, 1999 in accordance with the salary schedule attached as  
4 Appendix A. Base wage rates of covered employees shall be increased by three and three-  
5 quarters percent (3.75%) effective July 1, 2000 in accordance with the salary schedule  
6 attached as Appendix B. All base wages shall be rounded to the nearest salary schedule.

7           **VII. Additional Economic Benefits for 0175 Senior Criminal Research Attorneys,  
8 0260 Legal Advisors, and 0360 Legal Research Attorneys.**

9           **A. ATTORNEY LEAVE**

10          Attorneys are generally required to work in excess of eighty (80) hours per pay period  
11 because of the nature of attorneys' work, including litigation deadlines and ethical and  
12 professional obligations. In light of this work requirement, each full-time employee in a  
13 classification covered by this section shall be eligible to receive five (5) days of paid leave per  
14 fiscal year at the discretion of the Appointing Officer. Five of these days may be carried into  
15 the next fiscal year. These classifications shall not be eligible to receive compensatory time  
16 off.

17          **B. BAR DUES**

18          Each active full-time employee who has been employed in a classification covered by  
19 this section for more than one year as of January 15, 2000, shall be reimbursed for the full  
20 amount of his/her annual California State Bar dues for that calendar year. Payment will be  
21 made no later than February 15, 2000.

22          **C. CASH BENEFIT ALLOWANCE**

23          The City on behalf of the Court shall continue, at the employee's option, either: 1.) to  
24 contribute to dependent health care the same amount identified in this ordinance under  
25

1 section V.F. for other covered employees, or 2.) to pay \$210 per month to each employee  
2 covered by this section as a direct payment for individual benefit options.

3 D. LIFE INSURANCE

4 The City on behalf of the Court shall continue to provide life insurance in the amount of  
5 \$125,000 to each employee covered by this subsection or shall make purchase of such life  
6 insurance available to each covered employee through the City's 125 Cafeteria Plan.

7 E. MERIT PAY FOR 0175 SENIOR CRIMINAL RESEARCH ATTORNEYS

8 In addition to the general wage increase set forth above, incumbents in class 0175,  
9 step 4 with a minimum of one year of continuous service at step 4, shall be eligible for a  
10 performance increment of two and one-half percent (2.5%) above the maximum step 4 rate,  
11 rounded to the nearest salary schedule, which may be awarded annually based upon  
12 consideration of length of service and outstanding performance as determined by the Chief  
13 Executive Officer.

14 F. CONTINUING EDUCATION AND MEMBERSHIPS

15 Attorneys covered by this section who have been employees of the court for one year  
16 as of January 15<sup>th</sup> may be reimbursed up to \$500 per fiscal year for MCLE related training and  
17 job related professional memberships.

18 G. SEVERANCE PAY

19 Attorneys covered by this section who have been employed by the court, under a  
20 permanent appointment, for five continuous years or more who are involuntarily removed from  
21 their positions would be entitled to severance pay equivalent to one week's pay for every year  
22 of service beyond the first five years.

23 VIII. Compensation and Additional Economic Benefits for 0243 Court Traffic System  
24 Programmer, 0244 Court Traffic Senior Programmer, 0246 Court Application Programmer,  
25 0248 Technical Writer, 0273 Assistant System Coordinator, 0278 Court Assistant System

1 Manager, 0366 Dependency Mediation Assistant, 0811 MIS Specialist I, and 0818 MIS  
2 Specialist II.

3 A. COMPENSATORY TIME OFF

4 1. Employees in the classes covered by this section are all considered to be  
5 occupying executive, administrative, or professional positions which are exempt from the Fair  
6 Labor Standards Act by the nature of their assignments and therefore are not entitled to be  
7 paid for overtime worked. Instead, covered employees in the above classifications shall  
8 receive compensatory time off for hours worked in excess of forty per week. Compensatory  
9 time shall be earned at a rate of time and one-half. In order to be eligible, the time worked in  
10 excess of forty hours must be pre-approved by the employee's supervisor. For purposes of  
11 this section, legal holidays provided for in the Government Code and jury duty shall be  
12 considered time worked.

13 2. No employee shall maintain a balance of Compensating Time Off (CTO)  
14 exceeding 120 hours. It is the responsibility of the employee to track and monitor his/her own  
15 balance of CTO to insure that this ceiling not be exceeded. The Court shall not unreasonably  
16 deny a request to use CTO pursuant to this paragraph. CTO will be taken in full work-day  
17 blocks unless an alternative is mutually agreed upon between the supervisor and the  
18 employee. Scheduling shall be by mutual agreement of the supervisor and the employee.

19 3. Compensating Time Off (CTO) cannot be cashed-out.

20 B. SEVERANCE PAY

21 Employees covered by this section who have been employed by the court under a  
22 permanent appointment for five continuous years or more who are involuntarily removed from  
23 their positions would be entitled to severance pay equivalent to one week's pay for every five  
24 years of service with the Court.


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**IX. Retroactive Application**

Although the City and County and the Court have incurred no legal obligation under the Charter, the Board of Supervisors does hereby ratify any actions otherwise consistent with and authorized by this ordinance that were taken before its effective date.

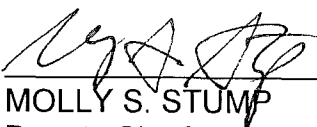
1           **X. Certification**

2           The following hereby certify that a majority of the body over which they each preside  
3 has approved the terms of the above ordinance.

4  
5            4/26/00

6           ALFRED G. CHIANTELLI  
7           Presiding Judge  
8           Superior Court of California,  
9           County of San Francisco

10          APPROVED AS TO FORM:  
11          LOUISE H. RENNE  
12          City Attorney

13  
14            
15          MOLLY S. STUMP

16          Deputy City Attorney



# City and County of San Francisco

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

## Tails

## Ordinance

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**File Number:** 000782

**Date Passed:**

Ordinance implementing the schedules of compensation and other economic benefits for certain classifications of persons employed by the Superior Court of California, County of San Francisco; ratifying actions previously taken.

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May 22, 2000 Board of Supervisors — PASSED, ON FIRST READING

Ayes: 9 - Ammiano, Becerril, Bierman, Brown, Kaufman, Leno, Teng, Yaki, Yee

Absent: 2 - Katz, Newsom

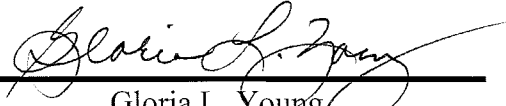
May 30, 2000 Board of Supervisors — FINALLY PASSED

Ayes: 10 - Ammiano, Becerril, Bierman, Brown, Kaufman, Leno, Newsom, Teng, Yaki, Yee

Absent: 1 - Katz

File No. 000782

I hereby certify that the foregoing Ordinance was **FINALLY PASSED** on May 30, 2000 by the Board of Supervisors of the City and County of San Francisco.



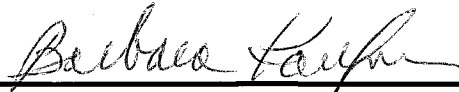
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Gloria L. Young  
Clerk of the Board

JUN - 9 2000

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Date Approved



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Mayor Willie L. Brown Jr.