



# *Superior Court of California*

## *County of San Francisco*

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

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Date: May 11, 2022

AUTHORIZATION #22-04

### **AUTHORIZATION OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO, SETTING SCHEDULES OF COMPENSATION AND OTHER ECONOMIC BENEFITS FOR THE CLASSIFICATION OF 947C DUTY OFFICER.**

I. This authorization, which has been approved pursuant to Government Code sections 71623 and 71673, establishes the rates of compensation and additional benefits for the Court classification of 947C Duty Officer.

II. The schedule of compensation authorized herein, the Court contribution to the cafeteria plan benefits, and all other benefits specified in this authorization shall be effective, as described.

III. For purposes of this authorization, the term "covered employee" shall mean the classification 947C Duty Officer. The term "Court" shall mean the Superior Court of California, County of San Francisco. The term "City" shall mean the City and County of San Francisco.

IV. The regular work shift shall be a 24-hour shift of on-call stand-by status, although shorter shifts may be required. The covered employee works off-site and responds to telephone contact. Also, the covered employee is required to travel to 1 or 2 work locations in San Francisco each day to review documents and issue orders.

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

##### **A. WAGES**

Effective July 1, 2016, the salary rate for the classification 947C Duty Officer shall be at a rate of \$27.0375 hourly, or \$648.90 per 24-hour work shift.

**B. HEALTH AND DENTAL CARE BENEFITS**

1. Maintenance of Benefits: Permanent full time employees, permanent part time employees whose regular work schedules are at least 20 hours per week, and temporary employees with 1040 hours of service, within a consecutive 12-month period of time, are eligible to be enrolled in the Health Service System of the City and County of San Francisco. Benefit levels shall be consistent with similarly situated managerial employees of the City and County of San Francisco.

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

3. Management Compensation Package flexible benefits program: Covered employees may participate in the managerial cafeteria flexible benefits program.

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

- 1/1/2018: \$1,038.00
- 1/1/2019: \$1,137.00
- 1/1/2020: \$1,163.00
- 1/1/2021: \$1,231.00
- 1/1/2022: \$1,299.00
- 1/1/2023: \$1,325.00
- 1/1/2024: \$1,405.00
- 1/1/2025: \$1,490.00

b. The elements of the flexible benefits program shall include but are not limited to: employee health care, dependent health care, DCAP, disability insurance, term life insurance and other life insurance, accident insurance, etc. Specific plan design shall be subject to administrative feasibility, as determined by the City for similarly situated City and County managers. The benefits plan shall conform to provisions of IRS Code Section 125.

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

d. Employees are required to participate in employee health care or demonstrate to the satisfaction of the Health Service System, that they are carried as a dependent on another plan for the duration of the plan year.

#### **C. LIFE INSURANCE**

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

#### **D. RETIREMENT CONTRIBUTION**

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

#### **E. LEGAL HOLIDAYS**

Days designated as Court holidays by state statute are paid legal holiday shifts when the designated Court holiday falls at the beginning of the work shift. All holiday pay should be distributed as part of the regular pay warrants for the period in which the holiday pay was earned.

- If the holiday falls at the beginning of a normal work shift off, the Duty Officer will remain off work but will be paid for the work shift as holiday pay.

- If the holiday falls at the beginning of a scheduled work shift on, the Duty Officer must work that shift as a normal work shift, will be paid for the normal work shift, and will be paid holiday pay on the first scheduled work shift off, following the holiday.

The Court will maintain records of holiday compensation internally within the Court.

#### **F. PAID TIME OFF**

The Presiding Judge of the Court may allow covered employees paid time off for illness and for vacation, as follows:

- 10 paid shifts per calendar year for vacation
- 13 paid shifts per calendar year for sick leave, if medically required.

Duty Officers appointed after the beginning of a calendar year will be provided with a pro rata share of these allocated shifts of time off for the first partial year of employment. Duty Officers must work their assigned work shifts regardless of holidays, weekends, or normal Court days. When time off is desired, the Duty Officer will be responsible to obtain volunteer coverage from another Duty Officer to work the shifts desired in addition to his/her own scheduled shifts. When substitutions are made, the Duty Officer originally assigned must notify the applicable agencies of the temporary substitution. Each Duty Officer may also choose to schedule allotted vacation shifts on shifts when he/she is not scheduled for work.

The Court will maintain records of these absences internally within the Court.

#### **I. FINGERPRINTING**

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

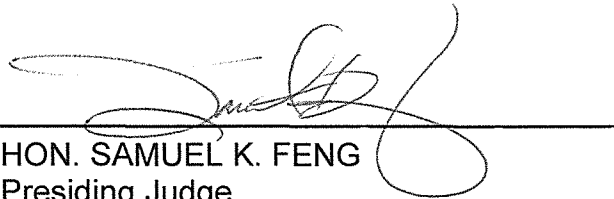
#### **J. DAMAGED OR STOLEN PROPERTY**

Any employee who qualifies for reimbursement for property damaged, destroyed or stolen in the line of duty shall submit a claim to the Court Executive Officer with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. Any employee shall be entitled to the

appropriate reimbursement no later than one hundred twenty (120) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

**VI. CERTIFICATION:**

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



A handwritten signature in black ink, appearing to read 'Samuel K. Feng', is written over a horizontal line.

HON. SAMUEL K. FENG  
Presiding Judge  
Superior Court of California, County of San Francisco

5/27/2022  
DATE