

**2020 Side Letter Agreement**  
**By and between**  
**Superior Court of California, County of San Luis Obispo**  
**And**  
**Services Employees International Union, Local 620**  
**Unit 18 – Technical and Unit 20 – Miscellaneous**

September 28, 2020

The Superior Court of California, County of San Luis Obispo (Court) and SEIU Local 620 (Union) enter into this Side Letter of Agreement and hereby agree to the following:

**1. Meaning and Effect of Side Letter of Agreement**

Unless otherwise stated, the provisions of this Side Letter of Agreement supersede any inconsistent, conflicting or redundant provisions of the parties' Memorandums of Understanding, June 1, 2018 through June 30, 2020 (referred to as the "MOU"). The provisions of the parties' MOU otherwise remain in full force and effect and this agreement is entered into with full knowledge and understanding that the Court and Union are currently in successor MOU negotiations. As noted herein below, this Side Letter shall set forth the terms of the Court's furlough program.

**2. Furlough Days**

Due to significant budget shortfalls, effective October 2020 through June 2021, full-time bargaining unit employees will take (1) mandatory furlough day every other pay period, equal to a five (5) percent pay reduction (four hours) each pay period. The reduction in employees' pay will occur beginning the first full pay period in October, beginning October 4, 2020 and shall conclude on the last pay period in June 2021, which ends June 12, 2021.

Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Employees who are in unpaid status, or on workers' compensation leave due to an industrial illness or disability, will be exempt from the furlough program for the duration of that status.

**3. Furlough Day Utilization**

The furlough days shall be taken in full day (8 hours) increments. Said furlough days shall be scheduled by the Department Head/Manager and shall take place on Fridays, every other pay period. Employees may request to adjust their furlough day within the designated pay period. Furlough day adjustments shall be granted at the discretion of the CEO or his or her designee. If a holiday occurs on a scheduled furlough day then said furlough day will take place the day immediately preceding the holiday. Furlough Fridays shall be staffed equitably so as to continue court operations and meet necessary fiscal reductions.

Employees shall not be permitted to use any form of paid time off on such days, as it may

otherwise defeat the cost saving purpose. If employees have already scheduled vacation on a Furlough Friday, the vacation time for that day shall be cancelled.

#### 4. Impact of Furloughs on Vacation/Sick Leave Accrual and Retirement

The furlough program shall not adversely impact employees' retirement service credits and leave accruals (sick and vacation leave). Furlough time will be counted as time worked for the purpose of overtime.

#### 5. Term of Side Letter of Agreement

The provisions of this Side Letter of Agreement shall terminate on June 30, 2021.

Should the Court receive an increase in unrestricted funding available to ameliorate furloughs, as a result of the federal Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act or similar federal funding in FY '20-'21, the parties will reopen on the subject of furloughs only, as soon as practicable, to discuss a possible reduction in furlough days.

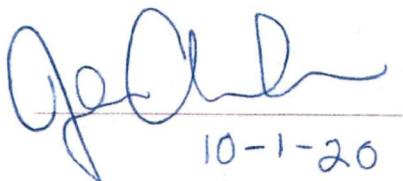
Should the Court suffer a decrease in funding as a result in a revision to the FY '20-'21 State Budget Act, or other action by the State or Judicial Council of California to further reduce the Court's funding for FY '20-'21, the parties will reopen on the subject of furloughs only, as soon as practicable, to discuss possible increases in furlough days. Any increases in furlough days will take place only via mutual agreement.

Where savings may be realized in court operations, the Court shall in good faith attempt to achieve proportionate savings as it relates to reduction of wages and salaries from employees in other bargaining units. If any represented or unrepresented employees (excepting Court interpreters) contribute less percentage concession than SEIU represented employees, then the SEIU represented employees' contribution would be lowered to the same percentage.

Effective July 2021, if the Court determines that it is necessary to furlough due to budgetary shortfalls, SEIU agrees to meet and confer with the Court within thirty (30) days of receiving such request.

Agreed to on this 28th day of September, 2020, by the parties' authorized representatives.

Representative for the Court:

  
10-1-20

Representative for Union:

  
10-1-20