Item #8

2020 Side Letter Negotiations
By and between
Superior Court of California, County of San Luis Obispo
And
San Luis Obispo County Employees Association, Court Supervisory Unit

Court Counter to Union Proposal #2
September 17, 2020

The Superior Court of California, County of San Luis Obispo (Court) and SLOCEA (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, October 1, 2018 through September 30, 2021 (referred to as the "MOU"). The provisions of the parties' MOU otherwise remain in full force and effect. 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. Paid Time Off Days

Employees will receive an additional two (2) paid time off days during the term of this agreement in exchange for the furlough days. These additional paid time off days will sunset on September 30, 2021 and must be used prior to the sunset date or they expire. These paid days off have no cash value upon separation from Court employment.

6. Health Insurance Benefits

Effective the pay period that includes November 15, 2020, the Court will contribute nine hundred and fifteen dollars ($915) per month per employee toward the cost of each employee's benefits for those who are enrolled in employee only coverage.

Effective the pay period that includes November 15, 2020, the Court will contribute one thousand and one hundred fifteen dollars ($1115) per month per employee toward the cost of each employee's benefits for those who are enrolled in employee plus one or more dependents coverage.

Effective the pay period that includes November 15, 2020, the Court shall contribute five hundred and fifty dollars ($550) toward the cost of employee benefits for any employees who choose to opt not to participate in Court-provided group medical insurance and submit to the Court proof of alternative medical insurance coverage.

7. 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.

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

Agreed to on this 17th day of September, 2020, by the parties' authorized representatives.

Representative for the Court:

Representative for SLOCEA: