

Superior Court of California, County of Tulare &
Service Employees International Union (SEIU), Local 521

Side Letter Agreement
General, Professional and Court Reporter Bargaining Units

(Note: the Court's proposed deletions to the existing MOU are in ~~strikethrough~~ font; the Court's proposed additions are underlined.)

WHEREAS, the State of California, including the judicial branch, faces an economic crisis caused by the COVID-19 pandemic,

WHEREAS, the Superior Court of California, County of Tulare (Court) has lost significant revenue and incurred unforeseen expenses as a result of the state budget crisis and the pandemic,

WHEREAS, the Court and Service Employees International Union (SEIU or Union), Local 521 wish to ensure the Court's financial stability, retain as many Court jobs as possible, and preserve Court facilities in Tulare County, the parties agree to implement cost saving measures for the benefit of the Court and the employees of the Court as follows:

1. **Meaning and Effect of Side Letter of Understanding.** Only the specific provisions stated herein shall supersede any inconsistent, conflicting or redundant provisions of the parties' current Memorandum of Understanding (MOU) and any relevant provisions of the Personnel Policies. The parties' MOU and Personnel Policies shall otherwise remain in full force and effect.
2. **Reduction in Force.** Nothing herein shall be construed to limit in any way the Court's ability to conduct layoffs at any time as specified in the MOU and personnel policies, subject to any requested impact/effects negotiations as is customary under such circumstances.
3. **Furlough.** Employees in the General, Professional and Court Reporter Bargaining Units will participate in an emergency furlough program beginning August 30, 2020 (PP19). This furlough program will carry through twenty-eight (28) pay periods, through the pay period which runs from September 12 - 25, 2021. All represented staff will be subject to a total of thirteen (13) furlough days, a total of 104 hours over the nearly thirteen-month time period.

The base compensation of each employee will be reduced by 4.643% applied evenly across the twenty-eight (28) pay periods. The intent is to help ensure uniformity of employees' paychecks from pay period to pay period, less the furlough cost savings.

- A. **No Paid Time Off on Furlough Days.** Unless otherwise approved in advance in writing by the Court Executive Officer or authorized designee, employees will not be permitted to use vacation pay, sick leave or other forms of paid time off on

furlough days; to do otherwise would likely defeat the purpose of the cost saving measures herein.

- B. Seniority.** Furlough days taken should have no effect on regular status of the represented employees' seniority. The furlough days and corresponding reduction in pay will have no impact on anniversary dates, probationary periods, or length of service.
- C. Retirement Benefits.** To help prevent an adverse impact on employees' future retirement benefits, the employee contribution and the employer contribution will remain unchanged, i.e., the respective contributions will not be reduced as a result of furlough days.
- D. Other Benefits.** It is the parties' intent that this program not adversely impact employees' accruals, e.g., vacation, sick leave, etc.
- E. Reasonable Efforts.** It is understood and agreed that the Court may take any reasonable administrative steps necessary to effectuate the purposes of this program.
- F. Scheduling/Rescheduling and Approval of Furlough Days.** The commencement, scheduling, rescheduling, and approval of furlough time off, shall be the responsibility of the employee's direct supervisor. Furlough time off must receive advance approval, and may not be used in lieu of unscheduled sick time. Furloughs must be requested in a two (2)-hour or greater increment through ADP (in hour long time blocks), using the Furlough time-off code. Scheduling of furlough time off must not have an adverse impact on court operations.

Furloughs may only be scheduled on one (1) or both designated Fridays per month, which will be known as reduced Court calendar days.

Week of the Month	Friday Furlough Day
2 nd	09/11/2020
4 th	09/25/2020
3 rd	10/16/2020
5 th	10/30/2020
1 st	11/06/2020
3 rd	11/20/2020
1 st	12/04/2020
3 rd	12/18/2020
2 nd	01/08/2021
4 th	01/22/2021
1 st	02/05/2021
3 rd	02/19/2021
2 nd	03/12/2021
4 th	03/26/2021
2 nd	04/09/2021
4 th	04/23/2021
1 st	05/07/2021
3 rd	05/21/2021
2 nd	06/11/2021
4 th	06/25/2021
2 nd	07/09/2021
4 th	07/23/2021
2 nd	08/13/2021
4 th	08/27/2021
2 nd	09/10/2021
4 th	09/24/2021

Furlough hours cannot be carried over from month to month. Eight (8) furlough hours must be taken per calendar month. In order to ensure that furlough hours are used within the designated month, employees must schedule the complete eight (8) hours with their supervisor by no later than the tenth calendar day of each month.

Employees are permitted to schedule their furlough days beginning on the twentieth day of the month immediately preceding the requested Friday furlough date(s). Note: For September 2020, employees will be permitted to submit the scheduling request as of Friday, September 4. If the employee fails to schedule the furlough hours accordingly, the Court may impose a specific date(s) for an employee to use the furlough hours.

In the event that there are scheduling conflicts that impact court operations due to multiple requests for furlough hours to be used on a particular day and/or time, approval of furlough hours shall be considered on a “first come, first served” basis. The timestamp on submission through ADP shall be used to determine priority of requests.

After scheduling the furlough hours, an employee may request to modify the hours to take the furlough at a mutually agreeable, more opportune/conducive time. The supervisor may agree to the new arrangement if Court operational needs permit.

Monday, August 31, 2020 will be included as part of the September 2020 month for scheduling purposes.

The parties agree that if, as of February 1, 2021, neither the federal nor state governments mandate the extension of (or some new form of) mandatory paid leave, the parties will reopen this agreement for the sole purpose of meeting and conferring over modifications to the leave scheduling process.

G. Separation of Employment. In the event that an individual is separated from employment for any reason during the course of the next 28 pay periods, compensation and/or furlough time off balances shall be adjusted accordingly.

H. Leaves of Absence. Furlough provisions do not apply to employees while they are on an approved leave of absence.

I. Possible Changes to Furlough Days if Further Changes to FY '20-'21 Court Funding.

- 1) 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, or as a result of an amendment to or modification of the FY '20-'21 State Budget Act, or any other funding source, the parties will reopen on the subject of furloughs only, as soon as practicable, to discuss a possible reduction in furlough days. Any reduction in furlough days will take place only via mutual agreement.
- 2) 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, or reductions to the Court's general fund from any other funding source, 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.

4. **Employee Benefits.** The Court has not yet received its medical, dental and vision premium notices for calendar year 2021. The premiums will likely arrive in early September 2020. Within a week of receiving the new premium rates, the Court will provide a flat rate reimbursement schedule in Exhibit A that fully pays Court employee medical, dental and vision premiums in calendar year 2021. As such, the Court proposes the following modifications to Article VIII of the current MOU (please note that the calendar year references in Article VIII were most recently updated in fall 2019 pursuant to the medical-dental-vision reopener specified in Article XII):

8.1 Employer Contribution Towards Benefit Premiums

Employees who enroll in the Court-sponsored benefit program shall be eligible to receive monthly employer contributions toward medical, dental and vision benefits as follows in Exhibit A. (NOTE: Exhibit A covers the rates for the 2021 calendar year. A previous Exhibit A, which still operates through the remainder of the 2020 calendar year, was agreed to by the parties in fall 2019.)

5. **MOU term.** The Court proposes to extend the contract by eleven (11) months, and modify the Term article of the current MOU as follows:

ARTICLE XII – TERM OF MOU

This MOU shall become effective August 31, 2020 or upon the date of ratification by both parties, whichever is later, and shall remain in full force and effect through and including September 30, 2021. Either party may open negotiations for a successor MOU after July 1, 2021 and negotiations shall begin no later than August 15, 2021.

There will be a reopener on health/dental/vision benefits commencing upon written request of either party. Said requests must be communicated within a 30 calendar day period, which begins on August 1 of each year.

6. **Floating Holiday.** The Court proposes to offer the two (2) floating holidays as follows:

8.8 Floating Holiday

Consistent with the holiday eligibility requirements set forth in Section 7.2 of the Court's Personnel Manual, all regular full- and part-time employees are entitled to take two (2) paid days off as floating holidays.

The two (2) floating holidays will be available to employees beginning the first pay period in November 2020 (November 8, 2020). If the MOU is not ratified on or before October 23, 2020, the initial set of two (2) floating holidays will be available to employees the first full pay period following MOU ratification.

Scheduling of the floating holidays will take place consistent with the Court's vacation approval and scheduling policy 7.1.3. If one or more of the floating holidays are not taken within the year that they are provided by the Court, they will be forfeited. For example, if the two floating holidays provided in November 2020 are not used by September 30, 2021, they will be forfeited.

Employees must successfully complete their probationary period before becoming eligible for the two (2) floating holidays. For example, if the Court hired an employee on July 1, 2020, this employee would be eligible for two (2) floating holidays on January 1, 2021, upon the successful completion of the six-month probation. The employee could use those two (2) floating holidays anytime between January 1, 2021 and September 30, 2021.

The floating holidays are not payable upon separation of employment.

The floating holidays must be taken in a full-day increment for full-time employees; for part-time employees, the holidays must be taken on a pro-rata basis representing the employee's regular time base.

- 7. Budget Meetings.** The Union and the Court agree to schedule two budget update meetings to be held on Wed., October 28, 2020 and Wed., February 3, 2021. The parties may modify the meeting dates upon mutual agreement. The Court will respond in good faith to the Union's budget questions.
- 8. Term of Side Letter.** Except as necessary to effectuate the purposes of this Side Letter, the Side Letter will expire on September 30, 2021.
- 9. Dispute Resolution.** While the intent of the parties is to be clear, any dispute over the interpretation, application of this Side Letter will be subject to the Grievance Procedure set forth in Section 5.9 of the parties' MOU.
- 10. Approval and Ratification.** This Side Letter is subject to approval by the Court and ratification by the Union. The Union will make reasonable efforts to promptly ratify this Side Letter on or before Friday, Sept. 4, in order for the Court to timely begin the furlough. Should the Union fail to convey to the Court confirmation that it has ratified the Side Letter by close of business on Friday, Sept. 4, this entire Agreement is null and void.
- 11. Counterparts, Electronic Signatures and Facsimile Copies.** This Side Letter may be executed in separate counterparts. Electronic signatures and a facsimile copy of the signatures of the parties' authorized representatives will be deemed an original.