

**Side Letter of Agreement
Superior Court of California
County of San Benito
And
Service Employees International Union, Local 521
General Representation Unit
June 15, 2016**

The Superior Court of California, County of San Benito (Court) and Service Employees International Union, Local 521, General Representation Unit (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 or conflicting provisions of the parties' Memorandum of Understanding, October 16, 2013 through October 31, 2014 (referred to as the "MOU"), Side Letter of Agreement, June 5, 2014 (referred to as the "2014 SLA"), Side Letter of Agreement, June 16, 2015 (referred to as the "2015 SLA") and relevant provisions of the Court Personnel Manual.

The provisions of the parties' MOU, 2014 SLA, 2015 SLA and Court Personnel Manual otherwise remain in full force and effect.

As noted herein below, this Side Letter shall extend the MOU, 2014 SLA, and 2015 SLA to the new expiration date of **March 31, 2018** (See "Term of Side Letter of Agreements and MOU" below.)

2. Furlough Days

The furlough program as agreed to in the MOU, and thereafter extended and amended in the 2014 SLA and 2015 SLA, shall continue uninterrupted and unchanged until its end date on **June 30, 2017**.

The Court reserves the right to determine, at its sole discretion, to reduce the number of furlough days required, return employees to their regular schedules, and restore Court operations. In the event that the Court exercises this right, employee pay and/or leave balances will be adjusted accordingly. The reduction of the number of furlough days will not impact the onetime offsets received in exchange for the furlough days.

3. Furlough Accrual and Utilization

Unless otherwise reduced by the Court, employees shall accrue and utilize furlough days as described in the MOU, 2014 SLA and 2015 SLA.

4. Sick Leave

The parties incorporate by this reference the language already contained in section 8.3.2 of the parties' MOU, with the following amendment in 'track changes':

Sick leave may be taken for a personal illness, an emergency as determined by the Court Executive Officer, a disability, or for a family care or medical leave as described in the Court's policy. Employees may also use sick leave to attend to an illness of a child, stepchild, parent, stepparent, in-law, sibling or spouse or other relative at the discretion of the Court Executive Officer or their designee. Additionally, hours absent for medical and dental appointments will be treated as sick leave.

5. Reemployment after Resignation

The parties incorporate by this reference the language already contained in section 12.5 of the parties' MOU, with the following amendment in 'track changes':

Within one (1) year of resignation, a person who has completed at least twelve (12) months of continuous service with satisfactory or better performance evaluations and who gave at least two (2) weeks advance notice of resignation may, at the discretion of the Court Executive Officer or their designee, be certified for employment in the class previously held.

6. Term of Side Letter of Agreements and MOU

The furlough program shall terminate on **June 30, 2017**, as specified in the 2015 SLA.

This Side Letter of Agreement extends the expiration date of the MOU, 2014 SLA, and 2015 SLA—which are set to expire on June 30, 2017—to **March 31, 2018**.

7. Offsets

Provided that the Union executes this Side Letter of Agreement by no later than 5:00 p.m. on Friday, June 17, 2016, the Court agrees to pay each permanent full-time and each permanent part-time employee of the bargaining unit \$1,300.00, as onetime offsets for contract extension and in lieu of ongoing increases.

The onetime offset shall be paid to each employee by a check that is separate from their normal payroll check and is taxed pursuant to applicable laws.

Permanent full-time and permanent part-time employees who are hired by the Court during the term of this Side Letter of Agreement (between the date of execution of this Side Letter of Agreement and March 31, 2018) are ineligible to receive any amount of the offsets described herein or any other consideration in lieu of the offsets described herein.

Due to the limited time in which to process these payments, employees will not have an opportunity to opt-out of tax withholdings.

This Side Letter of Agreement shall become effective upon the date of execution of this Side Letter of Agreement.

Agreed to on this 15th day of June, 2016, by the parties authorized representatives.

Representatives for the Court:

Representatives for SEIU, Local 521, CTW-CLC
General Representation Unit:



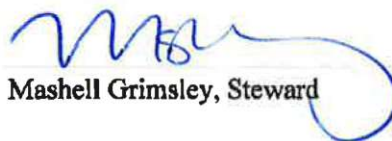
Gil Solario, CEO



Jay Donato, Internal Organizer



Nancy Iler, Court Manager



Mashell Grimsley, Steward



Adel Nadji, Lead Negotiator



Trina Bonilla, Steward