

**Side Letter of Agreement**  
**Superior Court of California**  
**County of San Benito**  
**And**  
**Service Employees International Union, Local 521**  
**Supervisor and Professional Unit**  
**June 6, 2016**

The Superior Court of California, County of San Benito (Court) and Service Employees International Union, Local 521, Supervisor and Professional 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, June 1, 2014 through September 30, 2016 (referred to as the "**MOU**"), 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, 2015 SLA and Court Personnel Manual otherwise remain in full force and effect.

As noted herein below, this Side Letter shall extend the MOU and 2015 SLA to the new expiration date of **December 31, 2017** (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 2015 SLA, shall continue uninterrupted and unchanged until its end date on **March 31, 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, full-time employees shall accrue and utilize furlough days as described in the MOU and 2015 SLA.

### **4. Sick Leave**

The parties incorporate by this reference the language already contained in section 8.3 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 ~~Human Resources Manager~~ Court Executive Officer or their designee, be certified for employment in the class previously held.

### **6. Term of Side Letter of Agreement and MOU**

The furlough program shall terminate on **March 31, 2017**, as specified in the 2015 SLA.

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

### **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 December 31, 2017) 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 6th day of June, 2016, by the parties authorized representatives.


Representatives for the Court:

Representatives for SEIU, Local 521, CTW-CLC  
Supervisor and Professional Unit:

  
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Gil Solorio, CEO

  
\_\_\_\_\_  
Jay Donato, Internal Organizer

  
\_\_\_\_\_  
Nancy Iler, Court Manager

  
\_\_\_\_\_  
Frances Henderson, Steward

  
\_\_\_\_\_  
Adel Nadji, Lead Negotiator

  
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Mary B. Medland, Steward