

**Side Letter of Understanding Between the  
Superior Court of California, County of San Luis Obispo (the Court) and  
San Luis Obispo County Employees' Association (SLOCEA)  
for Bargaining Unit 19 Agreement expiring 11/30/11  
September 14, 2011**

The State of California, including the Judicial Branch, faces an unprecedented fiscal crisis. The Court's annual revenue allocation has been reduced for fiscal year 2011-2012 by approximately \$1,040,972. The Court's estimated revenue shortfall for fiscal year 2011-2012 currently stands at approximately \$1,084,191. Thus the parties agree that time is of the essence to implement cost saving measures and budget reductions for the benefit of the Court, its employees, and the community we serve. The Court and the Association, by their authorized representatives agree as follows:

**Meaning and Effect of Side Letter of Understanding**

Unless otherwise dated herein, the provisions of this Side Letter of Understanding supersede any inconsistent, conflicting or redundant provisions of the parties' current Agreement and relevant personnel policies. The provisions of the parties' current Agreement otherwise remain in full force and effect through and extended to **December 31, 2011**. Concerns regarding the meaning and application of this Side Letter of Understanding should be raised by the authorized representative(s) of either party at the earliest opportunity.

**Reduction in Force**

Nothing herein shall be considered to limit in any way the Court's ability to conduct layoffs at any time consistent with the parties' current Agreement and personnel policies, subject to any requested impact/effects negotiations as is customary under such circumstances.

**Furlough Days**

Effective the first full pay period in October 2011, full-time bargaining unit employees shall have one (1) mandatory furlough day each pay period for the remaining pay periods covered by the Agreement ~~expiring November 30, 2011~~. The parties further agree that this Side Letter of Understanding shall extend through December 31, 2011. Additional furlough days to occur in 2012 or beyond shall be included in the negotiations presently taking place between the parties and shall be stated in the successor agreement. Part-time employees shall have the same reduction of work hours pro rata as full-time employees.

The furlough days shall be scheduled by the Department Head/Manager and shall normally take place on Fridays within affected pay periods. Employees may request to adjust their furlough day within said 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.

Employees who are in an unpaid status, will be exempt from the furlough program for the duration of that status. If the employee is functioning in a combined paid and unpaid status, the furlough hours will be prorated in accordance with the paid and unpaid hours.

During the pay periods beginning in October 2011 and ending December 2011, the Court is able to offer a temporary furlough mitigation program to bargaining unit employees. During the time when the temporary furlough mitigation program is in force, employees may choose to take mandatory furlough days during alternate pay periods instead of in each pay period. Employees who choose to opt into the furlough mitigation program must remain in the program for at least 30 days.

Prior to the conclusion of calendar year 2011, the Court will determine the feasibility of continuing the temporary furlough mitigation program on a month-to-month basis during the term of the Agreement and will notify SLOCEA and Court employees of its decision at the earliest opportunity. Should the Court determine there is sufficient funding available to continue the temporary furlough mitigation program during additional months in 2012 and 2013, it agrees to notify SLOCEA expeditiously after making such determination.


**Retirement Benefits**

To prevent an adverse impact on employees' future retirement benefits, the employee contribution and the employer contribution will remain unchanged.

**Other Benefits**

It is the parties intent that this Side Letter of Understanding not adversely impact employee's leave accruals (vacation and sick leave).

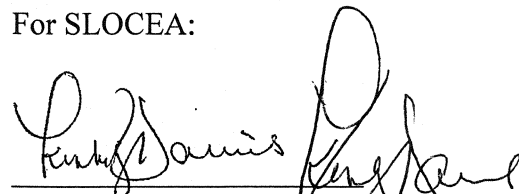
For the Courts:



\_\_\_\_\_  
Presiding Judge

9/22/11  
Date

For SLOCEA:



\_\_\_\_\_  
Kimberly Daniels, General Manager

September 14, 2011  
Date

Sept 21, 2011