

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
FRIDAY FURLOUGH PROGRAM**

SIDE LETTER AGREEMENT

Between the Superior Court of California, County of San Francisco and
SEIU, Local 1021

June 22, 2017

The parties agree to implement a mandatory, unpaid, furlough program to be known as the "Friday Furlough Program (FFP)." Under this program each represented employee is required to take eleven (11), eight-hour, unpaid Fridays between August 4, 2017, and June 30, 2018 as furlough days, based on the following conditions:

1. The value of the eleven (11) unpaid furlough days will be calculated as an equivalent reduction in the hourly rate of pay for the periods between August 4, 2017 and June 30, 2018. Once the salary is reduced, the furlough days will be considered to be paid legal holidays for payroll purposes.
2. There will be no layoffs from represented classifications from the date of this Agreement through July 31, 2018, if the Court does not receive further allocation reductions for fiscal year 2017-18 from the Judicial Council.
3. The parties agree to extend their labor agreement through July 31, 2018, with all other existing terms and conditions described in the agreement to remain in effect through the new extension date.
4. On January, 1, 2018, the Court will increase its maximum biweekly contribution amount to \$1,038 for employee and dependent health benefits.
5. In addition to the four (4) floating holidays granted under Section XIII.A., covered employees who are eligible to receive those holidays also will receive two (2) additional, one-time-only floating holidays on July 1, 2017 to be used prior to June 30, 2018.
6. Implementation of the FFP schedule will be achieved by designating four different groups (A, B, C, and D) with dates established by the Court.
7. Employees will be given an opportunity to request scheduling preferences from the groups. These requests must be submitted by a date established by the Court indicating first, second, third, and fourth choice of groups.
8. Employees may request alternative dates for their eleven (11) furlough days. Approval of alternative furlough dates is at the discretion of the Court.
9. Approval of the group designation will be based on the needs of the Court. The Court will approve these requests using the same criteria within each work unit currently used for any other time off requests.
10. All designated schedules will be provided to employees by a date established by the Court as soon as possible.

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11. 4/10 and 9/80 schedules will be adjusted so that any employee on such a schedule receives the same amount of time off and pay reduction as an employee who is not on a 4/10 or 9/80 schedule.
12. In addition to requesting the preference of schedules as stated above, employees also may request the following, specific dates to be taken as additional furlough days: between November 17 and 22, 2017; between December 26, 2017 and January 2, 2018; and between February 13 and February 23, 2018.
13. Once a schedule has been established, an employee is committed, and the schedule is irrevocable by the employee except under the following condition:

An employee who has a verifiable personal hardship may request in writing to change the scheduling of their program. The request must be submitted to the Director of Human Resources and must include the specific reasons and any documentation to support the request.

14. In unusual circumstances, Court operations may require changes to the FFP schedules of employees, consistent with other provisions of this Agreement, at the discretion of Court management based upon the operational needs of the Court.
15. Program participants may not use accrued leave benefits in lieu of a furlough day. If the FFP day falls on a day when the employee has pre-approved time off, the employee will take FFP and the pre-approved time-off will not be used and will be restored.
16. FFP will be considered paid status for the accrual of the following benefits: sick pay, vacation, health, dental, vision, disability, and life insurance.
17. FFP will apply toward time in service for step advancement and seniority for purposes of layoff.
18. Any employee who separates from the Court during the period August 4, 2017 through June 30, 2018 will be restored on their last day of employment to their rate of pay in effect prior to the pay reduction and adjusted to the appropriate salary step in the range. Thus, any separation calculation based on hourly pay rate such as vacation cash out, wellness calculation, vested sick leave, severance pay, and any other pay out provision from the applicable labor agreement will be based upon the rate of pay prior to the salary rate reduction.
19. Probationary periods will not be extended as a result of participation in FFP.
20. FFP days will not count toward the accumulation of time for purposes of overtime compensation.
21. Salary restoration shall be provided to any Court employee for whom the salary reduction resulting from this Agreement represents a portion of their highest year of employment for

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retirement calculation purposes. For represented employees who retire and for whom their final compensation for retirement purposes is impacted by contribution in fiscal year 2017-2018 of the value of unpaid furlough days as described in this Agreement and/or applicable pay deduction, the Court will provide restoration pay in a lump sum equaling the pensionable value of the contributions described above for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes.

22. The Court will provide the Union with periodic status updates on the FFP and with revised budget actuals for fiscal year 2017-2018 on a quarterly basis. During March 2018, the Court and the Union shall meet to discuss the status of the FFP and the revised budget projections for fiscal year 2017-2018. In the event of changed financial circumstances for the Court, the Court will make every effort to discontinue the FFP, or, in the alternative, to reduce furlough days to the minimum amount necessary.
23. While the intent of the parties is to be clear, any dispute over the meaning of this Agreement will be subject to the parties' existing dispute resolution mechanism set forth in their labor agreement.
24. This Agreement is subject to the approval by the Court and ratification by the SEIU membership, which the parties agree they shall seek at the earliest opportunity.
25. This Agreement may be executed in separate counterparts and a facsimile copy or a portable document format (pdf) of the signatures shall be deemed as original.

For the Court:

For SEIU:

