

Tentative Agreement

**Side Letter of Agreement
August 28, 2009**

**Between the Superior Court of California, County of Santa Clara
(The Court)**

And

**County Employees Management Association, Operating Engineers, Local 3
(CEMA/OE#3)**

**Impact of Furloughs and the Extension of the Memorandum of
Understanding**

Court Closure –The Parties to this Side Letter Agreement have met and conferred regarding the impact of the court closure days. It is the intent of the parties that this Agreement be interpreted consistent with the provisions of Government Code Section 68106, and with respect to the ten court closure days authorized thereunder on the third Wednesday of each month, commencing September 16, 2009 through and including June 16, 2010.

I. Definition. Furlough Day

For purposes of this side letter Agreement, a furlough day is a court closure day on which an employee is placed on mandatory, unpaid time off status. There shall be ten (10) furlough days commencing Wednesday, September 16, 2009 and ending on Wednesday, June 16, 2010. All employees in the bargaining unit shall observe the furlough day.

II. Affects

A. Salary

Employees will not be paid for the furlough but there is no change to the base pay rate or base annual salary. Employees will not be permitted to use vacation pay, sick leave, compensatory time or other forms of paid time off. The reduction in pay will be made during the pay period in which the furlough day occurs.

B. Benefits

As provided by statute, there will be no affect on retirement, health benefits or accrual of annual leave.

C. Exempt Status

During the week in which the furlough occurs employees who are otherwise exempt from minimum wage and overtime pay requirements of the FLSA are treated as non-exempt employees for purposes of calculation of overtime during that week only in excess of 40 hours for the week.

1. Workweek - During a week in which a furlough occurs, bargaining unit employees shall work no more than 32 hours, and are not permitted to work on a furlough day. Bargaining unit members who work more than 32 hours may be subject to disciplinary action.

Part-time employees will observe the furlough proportional to the number of hours normally worked.

2. Leave During A Furlough – If a furlough day occurs during a scheduled vacation or during a period of illness, paid leave shall not be used for the absence on a furlough day.

3. Work During Off Hours – Employees should not be checking voicemail, email or responding to telephone calls on a furlough day.

4. 4-10 Schedule – An employee on a 4-10 schedule will not be paid for 8 hours on a furlough day. The remaining two hours “owed” may be made up by working two hours on a day and time during the week of the furlough that is approved by the employee’s manager.

III. Implementation

The Parties agree to establish an informal group consisting of no more than three members of CEMA, three members of SEIU, and three members of Management to meet after the first furlough day to discuss and resolve any unanticipated impacts. In the event the Judicial Council revises the court closure days as set forth in this Side Letter Agreement at any time between now and June 30, 2010, the Parties will reopen this Side Letter Agreement to meet and confer regarding the impact of that revision.

IV. If the Court agrees to more favorable terms with regard to the impact of furloughs with any bargaining unit, represented or unrepresented, those terms shall be granted to employees in this bargaining unit.

Extension of Memorandum of Understanding

1. The current MOU and side letters shall be extended through January 17, 2012, with the following provisions revised as follows:..
- 2.. Change Article 6.1- Court Programs. Change to increase the reimbursement from \$1,800 to \$2,500 per fiscal year not to exceed \$50,000 per fiscal year for all employees.
3. In the event that any time during the term of this Agreement the Court provides a greater economic package (pay and benefits) to another represented bargaining unit, it shall provide the same economic package (pay and benefits) to this bargaining unit.
4. All other terms of the current MOU shall remain the same.

Resolution of Miscellaneous Issues

The Court agrees to the following issues

1. The court will continue to inform CEMA of meetings to take place with a CEMA member with respect to personnel matters involving that CEMA member, including when such meeting may be scheduled to take place with an outside investigator retained by the Court.
2. The parties agree to meet and confer regarding a time keeper policy.

For Santa Clara County Superior Court

For CEMA/Operating Engineers Local No.3

Joseph E. Kelly
Melody Kelly

Prudence Slaathang
Mary J. Mitchell

Andrew J. B.
C. W. B.

8/28/09
Date

Aug 28, 2009
Date