

SIDE LETTER AGREEMENT

Superior Court of California, County of San Francisco (the Court) and
the International Federation of Professional and Technical Engineers,
Local 21, AFL-CIO/San Francisco Official Court Reporters Association (the Union)

The parties hereto have executed this Side Letter Agreement this 11th day of September 2018.

The Court rejects the Union's proposal of September 7, 2018 and counters with the following last, best, and final offer:

I. TERM

The Court and the Union agree that it is in our mutual interest to extend our current Memorandum of Understanding (MOU) and the applicable Side Letter Agreement, which is in effect through August 31, 2018, as revised by the terms set forth below in this Side Letter Agreement. Therefore, both sides agree to extend that date through **August 31, 2019**.

II. HEALTH BENEFITS

On January 1, 2019, the Court will increase its maximum biweekly contribution amount to \$1,137 for employee and dependent health benefits.

III. "CASH OUT" FIVE DAYS OF VA, FH, or COMP TIME

Covered employees will be eligible to "cash out" up to five days of accrued Vacation, Floating Holiday, or Compensatory Time leave credits. Within 10 working days of ratification, the Court will inform employees what process they should follow for cashing out the five days under this section.

IV. THREE, ONE-TIME-ONLY FLOATING HOLIDAYS

Covered employees will receive three, one-time-only Floating Holidays (i.e., 24 FH hours) to be used by June 30, 2019. If these Floating Holiday hours are not used by then (or cashed out per paragraph III above), they will not be carried over to FY19/20 and will not be compensable in FY19/20. Within 10 working days of ratification, the Court will submit a request to the CCSF Controller to upload these 24 Floating Holiday hours into the payroll system.

V. HOLIDAYS

The parties agree to modify Article VI.B HOLIDAYS as follows:

1. Floating Holidays

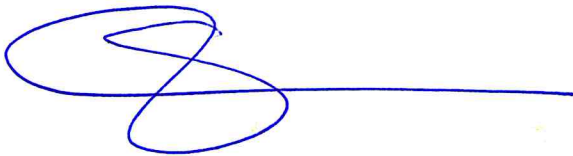
187. In addition to those days designated by state statute as Court holidays and listed below, Official Court Reporters shall receive additional holidays, known as Floating Holidays, to be taken on days mutually agreed upon by the employee and the Court. ~~Four (4)~~Six (6) Floating Holidays will be granted each July 1st. The number of floating holidays granted will be reduced by the number of holidays unused by the preceding June 30th. Therefore, adding new credits will not result in a balance of more than ~~four (4)~~six (6) days on July 1st of any year. Any covered employee commencing employment on other than July 1st of a given year shall be awarded floating holidays proportionate to the percentage of the year they are employed. All requests for floating holidays shall be in writing. Unused floating holidays shall be cashed out upon separation.

~~188. In addition to those days authorized in the preceding paragraph, covered employees shall receive two (2) additional floating days, on a "one time only basis" upon ratification, to be used prior to June 30, 2016; and two (2) one time only floating holidays on July 1, 2016, to be used prior to June 30, 2017.~~

VI. ECONOMIC COMMITMENT

For the duration of this Side Letter Agreement the Court commits to refrain from:
1) conducting layoffs of employees in the Union's represented classifications; and/or 2) seeking financial concessions from these employees in the form of unpaid, mandatory furloughs.

For the Court:



For the Union:

 7/11/18