

Side Letter of Agreement
Between SEIU Local 221 and the Superior Court of California, County of Imperial
April 6, 2020

Impacts of COVID-19 Pandemic

In the interests of promoting public health and safety, preventing the spread of COVID-19 in workplaces, minimizing financial hardships on employees, and balancing the constitutional due process rights of parties with ensuring the health and safety of all individuals in the courthouse, Service Employees International Union, Local 221, SEIU 221, (the Union) and Superior Court of California, County of Imperial (the Court) enter into this Side Letter and hereby agree to the following conditions:

1. Minimum Staffing / Rotation

- A. During the COVID-19 crisis the Court shall exercise minimum staffing levels in each department in an effort to prevent the spread of the virus. The Court will reduce the levels where possible to approximately half of the regular staff assigned or less as determined by the Supervisor of each department and respective Director, and to the extent possible, consistent with the public health standards and guidelines.
- B. After April 6, 2020, those employees requested to work minimum staffing shall be notified at least one (1) day in advance of reporting to work, except for same day needs which will allow for a one-hour callback. Employees who report to work will only be compensated the regular rate of pay for hours worked. Employees who are not able to report to work will be required to use available leave accruals, i.e. sick, vacation, floating holiday. In addition, for COVID-19 related impacts, eligible employees may choose to use E-FMLA or Emergency Paid Sick Leave.
- C. Those employees not called in to work shall be compensated with Paid Administrative Leave and shall maintain their benefits and accruals. Employees may be subject to a one-hour call back if necessary. Employees who are not able to report to work will be required to use available leave accruals, i.e. sick, vacation, floating holiday. In addition, for COVID-19 related impacts, eligible employees may choose to use E-FMLA or Emergency Paid Sick Leave.
- D. If the Court is reimbursed under the CARES Act for employees' personal hours used or leave without pay hours incurred while out on leave under the Families First Coronavirus Response Act (FFCRA), the Court will reimburse eligible employees accordingly.

2. Personal Protective Equipment (PPE)

To the greatest extent possible given current supply challenges, the Court shall make available to all employees Personal Protective Equipment (PPE) which may consist of face masks, hand sanitizers, and/or gloves.

3. Workplace Health and Safety Standards

- A. Any employee required to report to a Court facility or worksite between the effective date of this Side Letter and its expiration shall be provided access to the online resources available to the public on how to prevent being infected with and spreading COVID-19, including but not limited to information on hand washing and workplace cleanliness, social distancing, COVID-19 exposure and symptoms, reporting requirements, and how to access COVID-19 testing.
- B. The Court has a responsibility to provide a safe and healthy working environment. All Court facilities where at least one employee performs work during the course of a workday shall be provided disinfecting wipes to clean personal workstations and community equipment throughout the day, to supplement the Court's preventive maintenance schedule.

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C. To the extent possible, the Court shall ensure that the social distancing standard of six (6) feet of space between people, including but not limited to other employees and members of the public, is observed in all Court facilities and work environments, including courtrooms and offices. In the event where six (6) feet of space between people is not feasible, the Court will install a barrier. The Court will take steps to facilitate this, including posting reminders about social distancing in every workplace and temporarily relocating work spaces if necessary. The Court will measure courtroom and meeting spaces to ensure social distancing can be practiced and will clearly mark locations where participants in courtroom proceedings are to walk, stand, and/or sit. Employees must also abide by the social distancing standard during breaks, lunches, elevator use, etc. to help protect themselves and those around them.

3. Terms

- A) The Union retains the right to bargain over COVID-19 and its effects beyond the scope of this Side Letter including, but not limited to, new and updated guidelines and standards from Local, State, and Federal authorities.

- B) If the need for this Side Letter as it is related to COVID-19 extends beyond May 31, 2020, SEIU Local 221 and the Court will renegotiate this agreement. If the parties do not extend this Side Letter beyond that date, all terms and conditions herein expire and cease to be effective on May 31, 2020. The Court reserves the right to suspend this side letter at an earlier date and will provide SEIU Local 221 a five (5) days' notice accordingly, and the Court agrees to be available for impact bargaining.

**FOR SUPERIOR COURT OF CALIFORNIA,
COUNTY OF IMPERIAL:**

FOR SEIU LOCAL 221:

Maria Rhinehart 4/6/2020
Name Date

[Signature] 4/6/2020
Name Date