2022 Side Letter Agreement
By and between
Superior Court of California, County of San Luis Obispo
And
San Luis Obispo County Employees Association, Court Supervisory Unit

This Agreement is a Side Letter to the Memorandum of Understanding, October 1, 2021, to September 30, 2024 (MOU) between the Superior Court of California, County of San Luis Obispo (Court) and SLOCEA (Union). All other terms of the October 1, 2021, through September 30, 2024, MOU will remain in full force and effect, except as modified herein.

The Court and Union agree to amend MOU Article 9 – Retirement Plan, as follows:

A. Tier I Benefits

For employees hired prior to January l, 2013, the Court will continue to participate in a retirement plan and will maintain the benefit of 2% @ 55 with an eighty percent (80%) cap on the maximum retirement benefit percentage. An employee's final average compensation will be the average of the employee's highest twelve (12) consecutive months of employment while a member of the SLO County Pension Trust.

The total amount that will be contributed to the retirement plan for each employee will be based on the employee's age at the time of entry into the plan. Currently the Court's share of the total rate shall be equal to the employer appropriate as determined by Pension Trust. An individual employee's rate shall be the difference between the total rate and the Court's share. Effective the pay period to include June 1, 2016, employees shall pay the employee share of pension contribution.

On a one-time, non-precedential basis, the January 2023 adjustment made to the retirement plan by the County Pension Board of Trustees and/or the County Board of Supervisors will be attributed one hundred percent (100%) to the Court's share. Future adjustments made to the retirement plan by the County Pension Trust Board of Trustees and/or the County Board of Supervisors will be attributed fifty percent (50%) to the Court's share and fifty percent (50%) attributed to the employee's share. An employee's share will not exceed a cumulative three-percentage point increase during the term of this agreement, October 1, 2021, through September 30, 2024. After the term of this agreement future adjustments will be shared at a 50/50 split between the Court and the employee. Any future adjustment to the pension obligation bond rate paid to the County will be borne by the Court.

The parties may execute this Side Letter Agreement in separate counterparts and will deem a facsimile or scanned copy of the signatures of the parties' authorized representatives as an original.

FOR THE UNION

11/4/22
Marilyn Rossa Date
Executive Director

FOR THE COURT

Michael Powell 11/7/22
Michael Powell Date
Court Executive Officer