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2024 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

The Superior Court of California, County of San Luis Obispo (Court) and SLOCEA (Union) agree to extend the terms and conditions of the Memorandum of Understanding, October 1, 2021 to September 30, 2024 (MOU) that is set to expire on September 30, 2024, as described below:

1. TERM

The current Memorandum of Understanding (MOU) between the Court and the Union (October 1, 2021 through September 30, 2024) shall be extended one (1) year through September 30, 2025.

MOU Article 2 – TERM, is hereby amended to read:

The term of this Agreement commences on the first day of the pay period that includes the date this MOU is ratified by both parties or on the first day of the pay period that includes October 1, ~~2021~~ 2024, whichever is later, and expires at midnight on September 30, ~~2024~~ 2025.

2. ALTERNATIVE WORK SCHEDULE PROGRAM

MOU Article 6 – WORK SCHEDULES, is hereby amended to read:

~~Pilot~~ Alternative Work Schedule Program

~~The Court and Union agree to implement an Alternate Work Schedule pilot project by February 4, 2024. The Pilot Program will take place from February 4, 2024, to August 3, 2024. All units will reassess AWS schedules at the end of the Pilot Program period. During the reassessment period, interested and eligible staff may submit an AWS request form. As a result of the reassessment, staff may be approved to continue an existing AWS, continue an AWS with a revised schedule, be approved for an AWS for the first time, or the request may be denied.~~

Employees may request and the Court Executive Officer or their designee may utilize an alternative work schedule whenever such schedule will be beneficial to the Court. Any alternative work schedule must meet the needs of the Court and must not create overtime under this MOU or as required by law. An alternative work schedule must be in accordance with a written agreement between the employee and the Court Executive Officer or designee. Alternative work schedules will only be approved where operational needs are met, including but not limited to supervision requirements and coverage needs. An AWS request may be denied, or an existing AWS agreement may be discontinued if, at any time, the AWS does not meet the needs of the Court.

Docusign Envelope ID: AA3298AA-8AFC-4D58-AC05-7FE1806375FE

3. RETIREMENT PLAN

MOU Article 9 – RETIREMENT PLAN, is hereby amended to read:

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 Court will permanently reduce the employee's share by three percentage points and increase the Court's share by three percentage points, effective in the payroll that includes October 1, 2024, provided that this side letter of agreement is ratified by both parties in writing no later than August 23, 2024. ~~On a one-time, non-precedential basis,~~ During the term of this agreement, October 1, 2024, through September 30, 2025, the adjustments made to the retirement plan by the County Pension Board of Trustees and/or the County Board of Supervisors during the term of this MOU 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.

B. Tier III Benefits

Employees hired on or after January 1, 2013, shall receive retirement benefits consistent with the Public Employee's Pension Reform Act (PEPRA) or other applicable legislation. For these new hires, the employee contributions through payroll deductions will be consistent with Pension Trust regulations, PEPRA, or other applicable legislation.

On a one-time, non-precedential basis, the Court will permanently reduce the employee's share by three percentage points and increase the Court's share by three percentage points, effective in the payroll that includes October 1, 2024, provided that this side letter of agreement is ratified by both parties in writing no later than August 23, 2024. ~~On a one-time, non-precedential basis,~~ During the term of this agreement, October 1, 2024, through September 30, 2025, the adjustments made to the retirement plan by the County Pension Board of Trustees and/or the County Board of Supervisors during the term of this MOU will be attributed one hundred percent (100%) to the

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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. Any future adjustment to the pension obligation bond rate paid to the County will be borne by the Court.

4. HEALTH BENEFITS

MOU Article 10 – BENEFITS, is hereby amended to read:

B. Health Insurance

(1) All employees shall be enrolled in one of the health plans offered by the Court, except as otherwise noted in Article 10.8(3) below.

(2) Effective the pay period that includes ~~November 12, 2023~~ November 24, 2024, the Court will contribute the following amounts based on the medical coverage level elected by the employee:

Plan Type	Monthly Court Contribution Amount
Employee Only	$~~950~~ 1000
Employee Plus One	$~~1700~~ 1900
Employee Plus Family	$~~2250~~ 2500

5. POST-EMPLOYMENT HEALTH BENEFITS

MOU Article 10 – BENEFITS, is hereby amended to include the following section:

F. The Court agrees to participate in a post-employment health plan (PEHP), which is to be funded with one-half (1/2) of all outstanding sick leave balances, up to a maximum of seven hundred and twenty (720) hours, at the time of separation of employment. Employees with at least five (5) years of service at the time of separation or retirement shall participate in the plan.

6. BEREAVEMENT LEAVE

MOU Article 11 – SICK LEAVE/BEREAVEMENT LEAVE, is hereby amended to read:

G. BEREAVEMENT LEAVE

The Court Executive Officer or designee shall authorize a leave of absence with pay to an employee due to the death of ~~his/her~~ their parent, parent-in-law, spouse, child, sister, brother, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law,

Docusign Envelope ID: AA3298AA-8AFC-4D58-AC05-7FE1806375FE

domestic partner, step-relationships of the same categories, ~~and the corresponding relative by affinity~~, reproductive loss, or the death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to ~~three (3) eight hour days (24 hours)~~ five (5) eight hour days (40 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

7. ADDITIONAL LEAVE

Article 11.5 – SUPERVISOR PAID LEAVE BANK /VOLUNTARY UNPAID LEAVE TIME, is hereby added to the MOU, as follows:

A. Supervisor Paid Leave Bank

The Court shall establish a supervisor paid leave bank. In the pay period that includes October 1, 2024, the Court shall make a one-time deposit of paid leave hours into employees' supervisor paid leave banks at the following rates: ten (10) hours to each employee in their first through fourth year of service; twenty (20) hours to each employee in their fifth through ninth year of service; thirty (30) hours to each employee in their tenth through fourteenth year of service; and forty (40) hours to each employee in their fifteenth or greater year of service. Employees are not entitled to receive payment for unused supervisor paid leave hours upon separation from employment.

B. Voluntary Unpaid Leave Time

Supervisory Unit employees may request up to fifty-six (56) hours of voluntary unpaid leave time per fiscal year. Requests for voluntary unpaid leave time pursuant to this section shall be treated as leave without pay, shall be subject to the approval of the Court Executive Officer or designee, and shall be granted in situations in which court operations will not be adversely affected. Requested voluntary unpaid leave time must occur no later than three (3) months after the date of the request. For the purposes of this section, voluntary unpaid leave time shall count as time spent in the salary step for purposes of computing the eligibility for further salary increases.

8. VACATION ACCRUAL

MOU Article 14 – VACATION TIME, is hereby amended to read:

Vacation is accrued at the following rates: from the start of employment to the completion of the fourth year of service at the rate of ~~three and eight one hundredths (3.08)~~ three and seven tenths (3.7) hours per pay period of full-time service ~~(80 hours/year)~~ (96 hours/year); from the start of the fifth year of service to the completion of the ninth year of service at the rate of ~~four and sixty-two one hundredths (4.62)~~ four and ninety-two one hundredths (4.92) hours per pay period of fulltime service ~~(120 hours/year)~~ (128 hours/year); ~~and,~~ after the completion of the ninth year of service, credit shall be granted at the rate of ~~six and sixteen hundredths~~

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~~(6.16)~~ six and forty six one hundredths (6.46) hours per pay period of full-time service ~~(160 hours/year).~~ (168 hours/year) an d from the start of the fifteenth year of service at the rate of seven and seven tenths (7.7) hours per pay period of full-time service (200 hours/year).

9. VACATION CASH OUT

MOU Article 14 – VACATION TIME, is hereby amended, at Section G, to read:

G. Vacation Cash Out
Employees with more than five years of continuous service may - no more frequently than once every fiscal year and at the sole discretion of the Court Executive Officer - request pay for up to ~~forty~~ eighty (~~40~~ 80) hours of accrued vacation in lieu of time off. Vacation conversion will not be considered unless the employee would still have maintained an accrued vacation balance of at least two hundred (200) hours after the conversion. Such vacation conversion shall be at the employee's hourly rate in effect at the time of payment. The availability of the vacation cash out program will be applied equally to all eligible employees on a fiscal year basis.

10. TIME IN SERVICE

MOU Article 21 – TIME IN SERVICE, is hereby amended to read:

Longevity Recognition: ~~The Court will recognize employees who have been employed for ten (10) years, employed for fifteen (15) years, and employed for twenty (20) years. After completing the ten (10), fifteen (15), and twenty (20) year milestones, employees will receive one day off with pay during the year of each milestone. Qualifying employees will have ninety (90) days from notification of the milestone to use the day off.~~ The Court will recognize employees who have been employed for ten (10) years, and in five-year increments, thereafter, employees will have the option of either receiving five-hundred dollars ($500) or two days off with pay. If days off is selected, the employee will have six months from notification of the milestone to use the day off.

11. PERSONAL LEAVE DAYS

MOU Article 23 – HOLIDAYS, is hereby amended, at Section D, to read:

D. Employees will accrue ~~four~~ five (5) personal leave days per fiscal year, provided it does not result in an accrual of more than ~~four~~ five (5) personal leave days at any time. The personal leave day must be the first full day of paid leave used (i.e., before a full day of vacation or full day of compensatory time). ~~An unused~~ Unused personal leave days shall be cashed out upon separation from employment.

Permanent status part-time employee shall accrue this personal leave time on the same pro rata basis as their part-time schedule bears to the full work schedule of their department.

Docusign Envelope ID: AA3298AA-8AFC-4D58-AC05-7FE1806375FE

12. ME TOO

If, at any time during the duration of this Side Letter Agreement, should the Court grant any unit-wide monetary benefit increase or salary percentage increase to Court employees not represented by SLOCEA (excepting Court Interpreters and Court Commissioners) SLOCEA-represented employees of the Court shall receive the same percentage increase.

13. All other terms of the MOU referenced in Item 1 will remain in full force and effect, except as modified herein.

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	**FOR THE COURT**
Paige Chretien	Michael Powell
Paige Chretien Union Negotiator	Michael Powell Court Executive Officer
8/23/2024 | 4:53 PM PDT	8/23/2024 | 4:27 PM PDT
Date	Date