

**2024 Side Letter Agreement**  
**By and between**  
**Superior Court of California, County of San Luis Obispo**  
**And**  
**Service Employees International Union, Local 620**

Court Counter to Union Proposal

The Superior Court of California, County of San Luis Obispo (Court) and Service Employees' International Union, Local 620, Miscellaneous and Technical Units (Union) agree to extend the terms and conditions of the Memorandum of Understanding, October 1, 2023, 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, 2023 through September 30, 2024) shall be extended one (1) year through September 30, 2025.

MOU Article 24 – SCOPE OF AGREEMENT, is hereby amended to read:

This MOU shall become effective upon ratification by the Union and approved by the Court and shall remain in effect through and including September 30, ~~2024~~ 2025. The parties will begin negotiations on a successor MOU by July 15, ~~2024~~ 2025, or as otherwise mutually agreed.

**2. RETIREMENT PLAN**

MOU Article 20 – RETIREMENT PLAN, is hereby amended to read:

A. Tier I Benefits

For employees hired prior to January 1, 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~~On a one-time, non-precedential basis, the Court will permanently reduce the employee's share by three percentage points and increase the Court's share by three percentage points, effective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 On a one-time, non-precedential basis,~~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 in totality a two percent of base pay increase during the term of this agreement, October 1, 2021, through September 30, 2023, with employee share limited to no more than 1% for year 1 and 1% for year 2. 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 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 in totality a two percent of base pay increase during the term of this agreement, October 1, 2021, through September 30, 2023, with employee share limited to no more than 1% for year 1 and 1% for year 2. 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.

### **3. HEALTH BENEFITS**

MOU Article 19 – BENEFITS, is hereby amended to read:

#### C. Health Insurance

- (1) All employees shall be enrolled in one of the health plans offered by the Court, except as otherwise noted in Article 19.B(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	\$ <del>950</del> <u>1000</u>
Employee Plus One	\$ <del>1700</del> <u>1900</u>
Employee Plus Family	\$ <del>2250</del> <u>2500</u>

#### **4. HOLIDAYS**

MOU Article 18.1 – HOLIDAYS, is hereby amended to read:

Employees will accrue ~~two~~ three Floating Holidays (personal leave days) per fiscal year, provided it does not result in an accrual of more than ~~two~~ three Floating Holidays at any time. The Floating Holiday 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 Floating Holiday shall be cashed out upon separation from employment.

#### **5. LEAVE PROVISIONS**

MOU Article 15.5 – BEREAVEMENT LEAVE, is hereby amended to read:

The Court Executive Officer or designee shall authorize a leave of absence with pay to an employee due to the death of their parent, parent-in-law, spouse, child, sister, brother, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law, domestic partner, step-relationships of the same categories, reproductive loss, or the death of any person residing in the immediate household of the employee at the time of death.

#### **6. ALTERNATIVE WORK SCHEDULE PROGRAM**

MOU Article 14 – HOURS OF WORK, 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.~~

The Court reserves the right to utilize an alternative work schedule. 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.

**7. UNION SECURITY**

MOU Article 4.3 – NAMES AND ADDRESSES OF COVERED EMPLOYEES, is hereby amended to read:

The Union will be supplied with a monthly report of the names, ~~and~~ classifications, department and work location, personal and work email addresses, and personal and work phone numbers of all employees within the bargaining unit. The Union will not receive the addresses of those employees who request in writing that such information be withheld. Copies of such requests will be forwarded to the Union.

- 8. The Court will amend the Personnel Policies and Procedures Manual to include Government Code 12945.6 - Leave for Reproductive Loss.
- 9. 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

Leonardo De Casaus      08-12-24  
Leo Decasaus                      Date  
Field Representative

Michael Powell                      8-12-24  
Michael Powell                      Date  
Court Executive Officer