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2023 Side Letter of 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 the MOU as follows:

Article 6 – Work Schedules:

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.

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.

Article 9 – Retirement Plan:

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.

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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 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. ~~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.

Article 10 – Benefits:

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) Employee only enrollment: Effective the pay period that includes November 14, 2021, the Court will contribute nine hundred dollars ($900) per month per employee toward the cost of each employee's benefits for those who are enrolled in employee only coverage.~~

~~Employee plus one enrollment: Effective the pay period that includes November 14, 2021, the Court will contribute one thousand one hundred and seventy-five dollars ($1175) per month per employee toward the cost of each employee's benefits for those who are enrolled in employee plus one coverage.~~

~~Employee plus family enrollment: Effective the pay period that includes November 14, 2021, the Court will contribute one thousand and five hundred dollars ($1500) per month per employee toward the cost of each employee's benefits for those who are enrolled in employee plus family coverage.~~

~~Effective the pay period that includes November 13, 2022, the Court will contribute the following amounts per the following enrollment plans:~~

~~Plan Type~~	~~Court Contribution Amount~~
~~Employee Only~~	~~$950~~

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~~Employee Plus One~~	~~$1250~~
~~Employee Plus Family~~	~~$1575~~

Effective the pay period that includes November 12, 2023, 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
Employee Plus One	$1700
Employee Plus Family	$2250

Article 23 – Holidays:

B. Judicial Branch holidays are established by Government Code section 6700 and Code of Civil Procedure section 135, as amended. Employees will receive paid days off for those holidays. By way of example, the current holidays, subject to legislative change, are: ~~The Court's holidays shall be:~~

1. January 1st (New Years Day);
2. Third Monday in January (Dr. Martin Luther King, Jr. Day);
3. February 12th (Lincoln's Birthday);
4. Third Monday in February (President's Day);
5. March 31st (Cesar Chavez Day);
6. Last Monday in May (Memorial Day);
7. June 19th (Juneteenth)
8. July 4th (Independence Day)
9. First Monday in September (Labor Day);
10. ~~The second Monday in October (Columbus Day)~~ Fourth Friday in September (Native American Day);
11. November 11th (Veteran's Day);
12. That day in November designated as Thanksgiving Day;
13. The Friday in November immediately following the day designated as Thanksgiving Day;
14. December 25th (Christmas Day)
15. ~~Any day appointed by the governor for a public fast, thanksgiving or holiday.~~

C. Holidays shall be as set forth as above, with one exception:

Lincoln's Birthday (February 12th)

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a) Employees will now work a regular workday on Lincoln's Birthday, which the Court will use as an employee training day, given that the courthouses are closed to the public on that day.
b) In lieu of the paid Lincoln's Birthday holiday, the Court will grant full-time employees one (1) paid eight (8) hour floating holiday at their regular rate of pay, per fiscal year. Part-time employees will receive a floating holiday of fewer hours, pro-rated to their time base. This one (1) paid eight hour floating holiday is in addition to any Floating Holidays provided in section D below.
c) Floating holiday approval and scheduling will take place consistent with the Court's applicable vacation approval/scheduling process.
d) If an individual becomes a Court employee after Lincoln's Birthday, said employee will not receive the floating holiday in that fiscal year.
e) If an employee is unable to attend work on the identified employee training day, they will use their accruals in accordance with applicable leave policies.

D. Employees will accrue four personal leave days per fiscal year, provided it does not result in an accrual of more than four 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 personal leave day 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.

Personnel Manual – Policy 18 – Personal Appearance:

The Court and Union agree to replace "POLICY 18 – PERSONAL APPEARANCE" in the personnel manual with the following language:

In the interests of presenting and maintaining a professional image and atmosphere, The Court requires all employees to observe good habits of grooming and personal hygiene. Employees are expected to dress professionally and in a manner appropriate for a Court setting. Any questions regarding just what constitutes proper attire within a given Court department or work unit should be directed to the employee's immediate supervisor.

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**
Dennis Hayes	Michael Powell
Dennis Hayes, Chief Negotiator, SLOCEA	Michael Powell, Court Executive Officer
11/30/2023 | 2:50 PM PST	11/30/2023 | 2:50 PM PST
Date	Date