



SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION
3350 Education Drive, San Luis Obispo, CA 93405
(805) 543-7732 * (805) 541-1105
www.slocoe.org
Human Resources Department

MEMORANDUM OF UNDERSTANDING

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION AND California School Employees Association (CSEA) AND ITS SAN LUIS OBISPO CHAPTER #444
2018-2021 Contractual Agreement
January 2020

The Association and Superintendent agree to the following:

5.3 Breaks and Lunch

5.3 Paid rest breaks of fifteen (15) minutes shall be provided for each four hours worked, or major fraction thereof. An employee who is assigned to work from 2.01 to 6 hours per day shall have one fifteen- (15) minute rest break. An employee who is assigned to work from 6.01 to 8 hours per day shall have two fifteen (15) minute rest breaks.

- 5.3.1 An unpaid, uninterrupted lunch period of not less than thirty (30) minutes shall be provided to each employee who is assigned to work from 6 to 8 hours per day. By mutual written agreement a 6-hour employee and his/her immediate supervisor can agree to waive the lunch period.
- 5.3.2 ~~Supervisors shall encourage employees to~~ Each employee shall be provided the opportunity to take his/her their duty-free rest break(s) and lunch period as near the midpoint of each work period as possible consistent with the employee's work schedule. Each employee is expected to exercise professional judgment and take his or her break(s) consistent with the terms of this Agreement. SLOCOE will assume that an employee that does not take his or her break does so voluntarily. SLOCOE shall not inappropriately coerce or create incentives for an employee to forgo a break.

5.3.3 Rest breaks and/or lunch periods shall not be used to leave work early or arrive late to work.

DURATION OF MOU

- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2021, unless incorporated into the upcoming new 2021-2024 successor agreement negotiated between the parties.

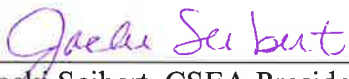
- b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than COE, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.



Thomas Alvarez, CHRO
San Luis Obispo County Office of Education

1/23/2020

Date



Jacki Seibert, CSEA President

1/23/2020

Date



Phyllis Comstock, Labor Representative

1/23/2020

Date