

**ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
SACRAMENTO SUPERIOR COURT
AND
UNITED PUBLIC EMPLOYEES, LOCAL 1
COVERING ALL EMPLOYEES
IN THE
PROFESSIONAL UNIT**

The parties agree to amend the 2007-2010 Memorandum of Understanding (MOU) as follows:

I. MOU Expiration

The parties agree to amend Article 19, Section 19.01 as follows:

This Agreement shall remain in full force and effect from October 1, 2007 to and including September 30, 2012.

II. Salary Increases

The parties agree to amend Article 7, Section 7.01, subsection c as follows:

c. Beginning the first of the pay period that includes July 1, 2011, employees shall receive a salary increase of 6% that was deferred from July 1, 2009.

The Court agrees to conduct a salary survey for the Probate Court Investigators. Courts and other agencies surveyed shall be agreed upon by the Court and the UPE Professional Unit. The Court agrees to complete the evaluation and meet and confer with UPE no later than December 31, 2009 regarding the results of the salary survey. UPE shall have the right to reopen negotiations on the salary adjustment after January 1, 2010. The Court and UPE agree to meet and confer in good faith during these negotiations. The court and UPE agree that no term of the existing MOU may be changed without mutual agreement. The Court and UPE will resume the review of the findings for the Probate Court Investigators' job classification study and salary survey completed in 2008. The parties will complete the review by December 31, 2009. The Court and UPE agree to meet

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and confer in good faith.

III. Salary Reopener/Compensation Survey

The parties agree to add the following to the MOU:

The Court agrees to conduct a compensation survey of key benchmark classes in the Professional unit. The purpose of this survey is to determine the relative position of each benchmark class among Courts and other agencies surveyed by the Sacramento Superior Court. Courts and other agencies surveyed shall be mutually agreed upon by the Court and UPE. Data collected will include maximum salary and other key compensation paid and health and related insurance contributions (maximums). The Court agrees to meet and confer with UPE over survey findings. This survey shall be completed not later than June 30, 2011.

UPE shall have the right to reopen negotiations on salary and related items after July 1, 2010. The Court and UPE agree to meet and confer in good faith during these negotiations. The Court and UPE agree that no term of the existing MOU may be changed without mutual agreement.

IV. Employee Furlough

IV. Employee Furlough

Based on severe budget shortfalls and in an effort to avoid layoffs

The parties agree to add the following to the MOU:

1. The Court shall have the right to furlough employees in the Professional unit.

a. Description and definitions of the furlough program are as follows:

Furlough

Salary reduction of 5% per pay period, with no concurrent reduction in the number of hours of work, related to the furlough.

Furlough Time

Four hours of paid time off accrued and credited to the employee each pay period there is a salary reduction of 5%

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2. From July 5, 2009 (pay period 15) to June 30, 2011 employees shall have their salary reduced by a maximum 5% per pay period and shall accrue 4 hours of furlough time per pay period.
3. Employees may request specific furlough leave (time off), subject to Court approval. Requests for furlough leave shall be processed in the same manner and receive the same consideration as vacation leave requests. Requests for furlough leave shall not be unreasonably denied.
4. Accrued furlough leave may be used in the same manner as vacation leave.
5. Accrued furlough leave does not expire.
6. Employees shall be allowed to use accrued furlough leave prior to separation of employment.
7. There shall be no reduction in the Court's contribution to retirement, health, dental, vision, life, and disability insurance as a result of employees being furloughed.
8. There shall be no reduction in leave time accrual.
9. The vacation leave accrual maximums (cap) contained in Article 9, Section 9.01, and subsection f. shall be increased by 104 hours.
10. Employee participation in the furlough program will not change the status of the Professional Unit employees as exempt employees per Article 6, Section 6.08.
11. All budget savings resulting from employee furlough and the one time enhanced retirement incentive (Section VII of this Addendum) in the Professional unit will be use to save employees in the Professional unit from layoff. To this end, the Court agrees to not lay off employees in the Professional unit for fiscal year 2009-2010 if revenue received from the State of California for fiscal year 2009-2010 is \$110 million or greater. However, should revenue received from the state be reduced to an amount below \$110 million for fiscal year 2009-2010, the Court reserves the right to layoff employees to achieve necessary savings.

If revenue received from the State of California for fiscal year 2010-2011 is \$110 million or greater, the Court agrees to not lay off employees in the Professional unit for fiscal year 2010-2011. However, should revenue received from the state be reduced to an amount below \$110 for fiscal year 2010-2011, the Court

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reserves the right to layoff employees to achieve necessary savings.

12. Should the Court determine that employee layoffs are necessary, the parties agree to meet and confer with UPE on alternatives to layoff and possible cost savings measures, including but not limited to, additional furlough time. Such meeting and conferring shall be conducted prior to layoff.

The parties agree to amend Article 17, as follows:

13. Should the California Administrative Office of the Courts (AOC) mandate a state wide employee furlough program California Superior Courts, employees in the Professional unit shall not be subject to both the employee furlough provisions contained in this section and the employee furlough mandated by the AOC. The parties agree to meet and confer prior to the implementation of any AOC employee furlough program covering employees in the Professional unit.

14. This Employee Furlough section shall sunset on June 30, 2011.

V. Heath Insurance

The parties agree to amend Article 10, Section 10.01, subsections c. and d. as follows:

- c. Effective July 1, 2009 through June 30, 2012, the Court agrees to increase the Court's maximum monthly contribution as follows:
- (1) For "employee only" increase to an amount equal to the highest HMO employee only rate;
 - (2) For "employee plus one" and "employee plus two or more" increase to an amount equal to the first 5% increase in the Kaiser premium rates. Should the rates increase more than 5%, the monthly contribution shall include 80% of the increase above the first 5%.
- d. Effective July 1, 2012, the Court agrees to increase the Court's contribution by an amount equal to 100% of the 2012 increase in employee only, employee plus one and employee plus two or more rate.

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VI. Additional Floating Holiday

The parties agree to amend Article 8, Section 8.02, subsection a. as follows:

- a. Effective July 1, 2009, regular full-time employees shall accrue two (2) floating holidays (16 hours) per calendar year. Regular part-time employees shall accrue this benefit on a prorated basis

VII. One Time Enhanced Retirement Incentive

The parties agree to add the following to the MOU:

Employees who terminate employment and retire from the Sacramento Superior Court during the period of August 1, 2009 and September 30, 2009 may cash in up to one-half of accrued sick leave. Sick leave cashed in pursuant to this section shall be cashed in at the employee's straight time regular hourly rate of pay. Remaining sick leave shall be counted as credit toward retirement in accordance with current retirement rules. Employees who separate from the Court without retiring shall lose all right to sick leave cash in pursuant to this section, including employees who apply for a deferred retirement.

The intent of this section is to achieve temporary budget savings. The Court agrees that budget savings as a result of employees retiring under this section will not result in a permanent reduction in the number of positions in the Professional unit.

VIII. Continuation of Unchanged MOU Terms

All other unchanged terms of the 2007-2010 MOU shall continue through June 30, 2012.

This Addendum shall remain in full force and effect for the term of this MOU.

By: UNITED PUBLIC EMPLOYEES
LOCAL ONE

SACRAMENTO SUPERIOR COURT

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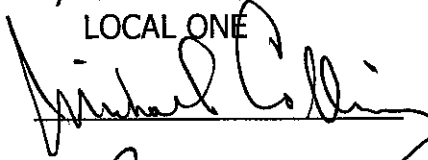
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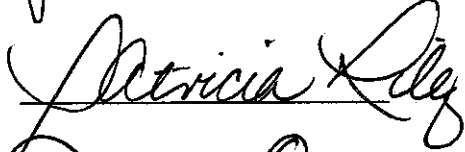
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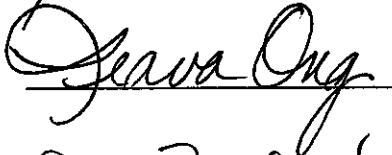
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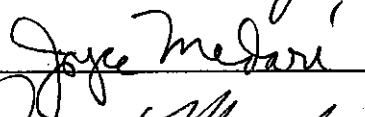
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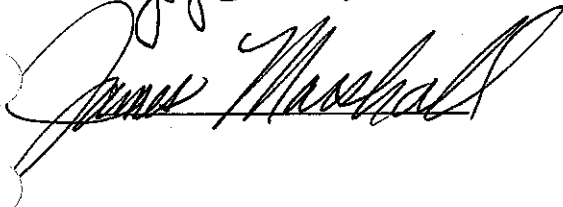
LOCAL ONE











SACRAMENTO SUPERIOR COURT



