

**ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY SUPERIOR COURT
AND
YUBA COUNTY EMPLOYEES' ASSOCIATION LOCAL #1**

In accordance with Government Code section 71634.2, representatives of the Yuba Court Superior Court (herein after "Management") and the Yuba County Employees Association Local #1 (herein after "Union") have met and conferred in good faith and have agreed to the changes included in this addendum, which are hereby incorporated into the Memorandum of Understanding covering the employees in the Yuba County Superior Court General Bargaining Unit.

This addendum is intended to become effective on September 1, 2006, unless otherwise specifically indicated.

A. VACATION LEAVE WITH PAY

1. General Policy. Vacation leave with pay shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay.
2. Time Vacation Leave Begins to Accrue. Each employee in a regular full-time position shall receive 48 hours vacation leave after the completion of six (6) months service from the date of original appointment to a budgeted position and receipt of a satisfactory performance evaluation. Upon the completion of one year service from the original date of appointment and upon passing probation the employee shall be credited with an additional 48 hours vacation leave. No vacation leave shall accrue or be available to the employee prior to the completion of the required 6 months and/or one year.
3. Date of Appointment. For purposes of this section Date of Appointment shall be the first day of the month following the month in which such employee begins work. However, if a new employee begins work within the first three days of the month, then their Date of Appointment shall be the first of that month.
4. Leave Accrual. Vacation leave credit shall accrue on the first day of the month following the month when vacation leave credit is earned. No vacation leave shall be earned when an employee is on leave without pay for half of a working month or more. No credit shall be earned for less than a full final month's service when an employee terminates for any reason.
5. Part-Time or Intermittent Employee. A part-time or intermittent employee shall accrue vacation leave in the proportion that his/her regularly scheduled hours of service compares to regular full-time service.

6. Rates of Accrual. After one year each regular full-time employee shall accrue and receive vacation leave based on the following as computed from their Hire Date:

<u>Length of Service</u>	<u>Number of Hours Per Month</u>
Through completion of 5 years	8.00 hours
More than 5 through completion of 10 years	10.75 hours
More than 10 through completion of 15 years	12.00 hours
More than 16 through completion of 20 years	13.50 hours
More than 20 years completed	16.00 hours

7. Maximum Accrual. Vacation leave shall be accumulated to a maximum limit as indicated below:

<u>Hire Date</u>	<u>Maximum Accrual</u>
Before 8/19/86	2 years
After 8/19/86	240 hours

The Department Head and employee shall, while considering the needs of the department, schedule sufficient vacation to avoid the employee exceeding the maximum accrual by the end of the fiscal year. Should the employee fail to request time off, the department head may schedule the vacation to the extent necessary to insure the employee does not exceed the maximum accrual. Any employee, who at the close of any fiscal year has accumulated vacation leave in excess of the maximum accrual, shall be paid for that amount of excess leave at the employee's current rate of pay.

8. Use of Vacation Leave.

- a. The Department Head shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.
- b. Denial of an employee's request for use of vacation leave or compensated time off must be based on business necessity.
- c. Last Day of Work. Employees who are terminating their employment for reasons other than Court retirement (with no other employment) shall not use vacation or comp time as their termination date (e.g. requesting vacation or comp time to begin March 7 while actual termination date is March 13, etc.).

9. Minimum Charge. In any use of vacation, the minimum charge to the employee's vacation account shall be one quarter (1/4) hour, while additional actual absence over one quarter (1/4) hour shall be charged to the nearest quarter (1/4) hour and shall not exceed the employee's accrued vacation hours.

10. Cash Compensation Upon Termination. An employee whose employment is terminated for any reason shall be paid a sum equal to their accrued vacation leave. Such sum shall be computed on the basis of the hourly equivalent of such employee's monthly salary as of the date employment is terminated.
11. Conversion to Deferred Compensation. Employees may convert vacation to Deferred Compensation once a year under the following conditions.
 - a. The employee may convert any amount of vacation they have accrued which is in excess of 80 hours, up to the maximum allowed under the 457 Deferred Compensation program for that year. (e.g. If the employee has 120 hours accrued, they may convert 40 hours if it does not go over the maximum allowed by the Deferred Compensation program.)
 - b. The conversion will be made at the rate of pay the employee is receiving at the time of conversion.

Conversion may be made only during the month of December of each year.

B. REEMPLOYMENT WITH THE COURT

1. Management and the Union agree that when an employee separates from the Yuba County Superior Court in good standing and is reinstated within one year of separation that their prior service will be used for determining sick leave and vacation accrual rate and that their sick leave balance will be reinstated. This provision is effective July 1, 2006.

C. PRE-RETIREMENT OPTIONAL SETTLEMENT 2 DEATH BENEFIT

1. Effective January 1, 2007, when the County amends its Miscellaneous Employee contract with the Public Employees Retirement System (PERS) to provide the Pre-Retirement Optional Settlement 2 Death Benefit, such benefit will be extended to covered Court employees. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit, which is the highest monthly allowance a member can leave a spouse or domestic partner, in lieu of the lump sum Basic Death Benefit.

D. FULL AGREEMENT

Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this Addendum to the Memorandum of Understanding, even though such subjects may not have been with the knowledge or contemplation of either or both parties at the time they signed this Addendum, unless required by State or Federal law. Nothing herein shall preclude the parties from meeting and conferring by mutual consent.

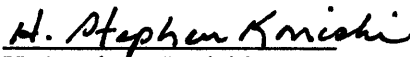
E. PAST PRACTICE


All economic benefits and work practices related to the subject matters covered herein, which are not set forth in this Addendum but are currently in effect shall continue and remain in effect for the term of the agreement unless otherwise agreed to by the parties.

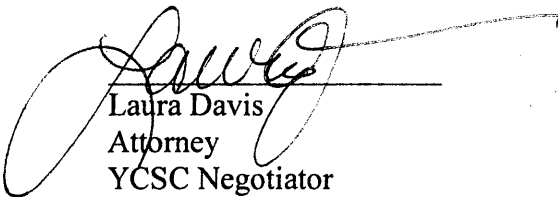
By their signatures below the authorized representatives of the parties agree to the adoption of the terms and conditions of this Addendum for the period of October 1, 2006 through and including June 30, 2008.

Signed this 24th day of October 2006.

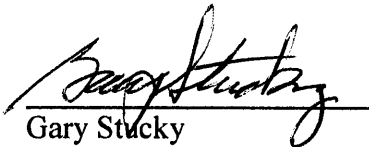
For Management:

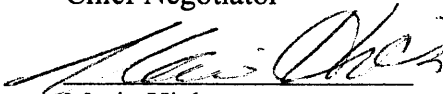

H. Stephen Konishi
YCSC Executive Officer

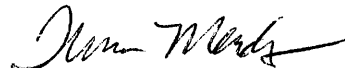

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