

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # B-12

Urgent

Routine

AGENDA DATE April 28, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Agreements with County Labor Organizations to Authorize the Use of Employee Furloughs in Fiscal Year 2009-2010 and Authorization to Implement Employee Furloughs for Unrepresented Management and Confidential Employees in Fiscal Year 2009-2010

STAFF RECOMMENDATIONS:

1. Approval of agreements with County labor organizations to authorize the use of up to 104 hours (13 Days) of unpaid employee furloughs in Fiscal Year 2009-2010.
2. Authorize the use of up to 104 hours (13 Days) of unpaid employee furloughs for unrepresented Management and Confidential employees in Fiscal Year 2009-2010.
3. Authorize the Chief Executive Officer to sign employee furlough agreements with County labor organizations and negotiate specific provisions for individual bargaining units as necessary to finalize the implementation of employee furlough procedures.  
(continued on next page)

FISCAL IMPACT:

The implementation of unpaid employee furloughs is intended to provide an opportunity for direct salary cost savings to County departments in Fiscal Year 2009-2010. It is estimated that one day of mandatory unpaid furloughs for all employees countywide would reduce salary costs a total of \$1.2 million for all County funds, of that approximately \$500,000 would be salary reductions in the General Fund.  
(continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2009-274

On motion of Supervisor Grover, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST: Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Agreements with County Labor Organizations to Authorize the Use of Employee Furloughs in Fiscal Year 2009-2010 and Authorization to Implement Employee Furloughs for Unrepresented Management and Confidential Employees in Fiscal Year 2009-2010

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**STAFF RECOMMENDATIONS: (Continued)**

4. Authorize the Chief Executive Officer and County Auditor-Controller to implement changes in the Salary and Position Allocation Resolution as necessary to implement employee furloughs in compliance with applicable State and Federal laws.

**FISCAL IMPACT: (Continued)**

Although unpaid furloughs may result in decreased salary costs, the actual savings to individual County departments may be much less based on losses in revenue that are directly related to providing County services (Medi-Cal revenue, grant funded programs, etc.) or a need to provide continued mandatory staffing in certain 24/7 County operations (custodial facilities, emergency response, etc.). The final fiscal impact of implementing employee furloughs will be dependent upon the number of departments requiring the use of furloughs, the specific number of hours employees are required to furlough and the loss of revenues associated with the decrease in employee work hours. County departments will be working with the Chief Executive Office to identify any required furloughs and to estimate the total cost savings as part of the 2009-2010 Proposed Budget process.

**DISCUSSION:**

Based upon an unprecedented decrease in local discretionary funding and ongoing increases in operating costs, the County has identified significant budget shortfalls throughout County departments in Fiscal Year 2009-2010, including an approximate general fund budget shortfall of \$34 million. County leadership and department heads have been working on numerous strategies to address this significant budget shortfall. Strategies for balancing next year's General Fund budget include:

- 12% budget reductions for all general governmental departments
- 5% budget reductions for all safety departments
- Fund balance savings from reduced expenditures in the current fiscal year
- One-time savings from self insurance funds and fines and penalties from the tax loss reserve fund
- Use of General Fund reserves
- Recommended modifications to compensation and benefit plans for unrepresented Management and Confidential employees

Approval of Agreements with County Labor Organizations to Authorize the Use of Employee Furloughs in Fiscal Year 2009-2010 and Authorization to Implement Employee Furloughs for Unrepresented Management and Confidential Employees in Fiscal Year 2009-2010

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- Suspension of employee vacation cash outs (some exceptions may apply based on employee labor agreements)

Additionally, the County has already taken the following steps to reduce salary related expenditures in the current fiscal year:

- Maintaining position vacancies (currently 443 full-time positions are vacant)
- Reduce extra help or temporary staffing
- Reduce or eliminate out-of-County travel
- Implement reductions-in-force where necessary

Recognizing the severity of the projected County budget deficit and the expected impact on County employees, the Chief Executive Office invited all County labor organizations to joint discussions on additional labor cost saving strategies for Fiscal Year 2009-2010. Cost saving strategies included the creation of a new Voluntary Time Off (VTO) Policy and the implementation of furlough agreements specific to individual bargaining units and County departments. The new VTO policy was adopted by the Board of Supervisors on April 14, 2009 and provides a new method for employees to voluntarily reduce their normal work hours with a corresponding reduction in salary costs for County departments. While the new VTO policy will be helpful in creating some budget savings, the use of mandatory furloughs was necessary in several County departments in order to meet identified budget reductions for Fiscal Year 2009-2010.

The proposed Department Furlough Program is intended to provide options for County departments to reduce current costs in an effort to minimize the number of pending reduction-in-force actions. Based upon the meet and confer process, the Chief Executive Office worked with labor groups to reach agreement on a series of 17 points related to the implementation of mandatory unpaid furloughs (see attached agreement template). The Furlough Program provides individual County departments the ability to use a maximum of 104 hours (13 unpaid work days or 5% of base salary) per employee in Fiscal Year 2009-2010. Furlough days will result in a mandatory reduction in employee work hours with a corresponding decrease in compensation for employees. No form of salary compensation may be taken during the unpaid furlough hours.

Recognizing that not all County departments will need to utilize mandatory unpaid furloughs to balance budgets and, in some cases, departments may not be able to implement furloughs due to service contracts, revenue, or operational issues, furloughs will be implemented upon the determination of each individual department head. Departments will only use furloughs if required to meet department budget targets and may use less than 104 hours based on individual department needs. Departments will determine the most appropriate method for implementing furloughs and will provide

**Approval of Agreements with County Labor Organizations to Authorize the Use of Employee Furloughs in Fiscal Year 2009-2010 and Authorization to Implement Employee Furloughs for Unrepresented Management and Confidential Employees in Fiscal Year 2009-2010**

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employees a minimum of 30 days notice of a mandatory furlough day. Departments implementing unpaid furloughs for represented employees will be required to implement the same number of unpaid furloughs for unrepresented Management and Confidential employees. Any change in a department's operating hours will require Board of Supervisor's approval, consistent with current standards.

Acknowledging that mandatory unpaid furloughs will directly impact compensation for the County's workforce, it is proposed that employees leave time accruals will not be affected by participating in mandatory furloughs. Retirement service credit will be calculated on an hour for hour basis consistent with current policies for reducing service credit for unpaid time. County seniority and health insurance benefits will not be affected by participating in this program. It is not the intent of the Department Furlough Program to negatively impact employees intending to retire from County service in the next fiscal year. County employees with documented retirement dates in the next fiscal year will be exempt from mandatory unpaid furloughs.

The following labor organizations have signed tentative furlough agreements with the County and have since ratified support for these agreements based on their individual bargaining unit requirements:

Stanislaus County Employees Association/AFSCME Local 10  
California Nurses' Association  
Service Employee's International Union Local 521  
County Attorney's Association  
Stanislaus County Deputy Probation Officers Association  
Stanislaus County Group Supervisor Association  
Stanislaus County District Attorney Investigators Association

In addition to these seven represented bargaining units, this agenda item also requests authority to implement unpaid employee furloughs for unrepresented Management and Confidential employees as necessary. Upon approval of these recommendations, the County will have the authority to implement unpaid furloughs for approximately 87% of the County's full-time workforce, which includes the seven represented labor groups supporting furloughs and all unrepresented Management and Confidential employees. While the authority to furlough employees extends to the majority of the workforce, it is estimated that a much lower number of employees will actually be required to participate in furloughs in order to meet specific budget targets and to avoid reductions-in-force.

Approval of Agreements with County Labor Organizations to Authorize the Use of Employee Furloughs in Fiscal Year 2009-2010 and Authorization to Implement Employee Furloughs for Unrepresented Management and Confidential Employees in Fiscal Year 2009-2010

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Several County labor organizations have not signed tentative agreement to provide authority for unpaid employee furloughs. This includes bargaining units in the Sheriff's Department (Custodial, Sworn, Supervisory and Management) and Emergency Dispatchers and Resident Physicians. Many of these employee groups serve in a capacity that may not generate savings from unpaid furloughs or are subject to minimum staffing levels which significantly reduces any fiscal savings from the implementation of furloughs.

The Chief Executive Office will continue to work with individual departments to identify the specific cost savings of conducting unpaid furloughs and the operational issues to be considered with the reduced availability of County employees to provide public services. Adjustments in the current Salary and Position Allocation Resolution may also be required to ensure ongoing compliance with State and Federal laws governing public sector compensation. In some cases, a combination of leave time benefits and salary reductions may be necessary in order to create salary savings from unpaid furloughs while maintaining compliance with the Federal Fair Labor Standards Act for overtime exempt employees. This agenda item includes a recommendation to grant collective authority to the Chief Executive Officer and County Auditor-Controller to make changes to the Salary and Position Allocation Resolution as necessary to adjust employee compensation and/or leave benefits in proportion to the number of unpaid furlough days identified for each individual employee.

**POLICY ISSUE:**

The implementation of a Department Furlough Program will support the Board of Supervisors' priority of maintaining the Efficient Delivery of Public Services through anticipated fiscal savings for County departments.

**STAFFING IMPACT:**

Direct staffing impacts will vary by department. Departments will utilize the proposed Department Furlough Program where possible to reduce employee salary costs on a case-by-case basis where mandatory unpaid furloughs will assist the department in meeting budget targets and reducing the need for reductions-in-force.

**TENTATIVE AGREEMENT**  
**BETWEEN COUNTY OF STANISLAUS**  
**AND**  
**[LABOR GROUP]**

**RE: IMPLEMENTATION OF UNPAID FURLOUGHS IN FISCAL YEAR 2009-2010**

Pursuant to this agreement between the County of Stanislaus (County), and [Labor Group], the parties agree as follows:

Whereas, the County of Stanislaus has identified significant budget shortfalls throughout County departments in Fiscal Year 2009-2010; and

Whereas, the County and [Labor Group] support the utilization of mandatory unpaid furlough days as a method of reducing labor costs and minimizing the number of County employees subject to reduction-in-force in Fiscal Year 2009-2010.

Now therefore, the parties agree to the following terms and conditions of implementing mandatory unpaid furlough days in Fiscal Year 2009-2010:

1. The County may implement the use of up to 13 unpaid furlough days to a maximum of 104 unpaid work hours in Fiscal Year 2009-2010.
2. Furlough days will result in a mandatory reduction in employee work hours with a corresponding decrease in compensation for each employee. No form of salary compensation may be taken during the unpaid furlough hours, including sick, compensatory, and/or vacation time.
3. Furloughs will be implemented upon the determination of each individual department head. The total number of furlough days and work hours, not exceeding 13 days or 104 hours, will be subject to the determination of each individual department head.
4. Departments will only use furloughs if required to meet department budgets as approved by the Board of Supervisors, some departments may not be required to use furloughs due to individual budget circumstance.
5. Furloughs may be implemented on a department-wide basis or within separate divisions of a department based on the specific circumstances of each budget unit.
6. Departments are responsible to determine the most appropriate method for implementing furloughs (office closure, rotating days off, align with court holidays, etc.) and will provide employees a minimum 30-days notice of a mandatory furlough day; any recommended changes in operating hours to the public will require approval from the Board of Supervisors.

7. Departments utilizing unpaid furloughs will notify applicable labor organizations of the scheduled furlough days/hours and the planned methods of implementation (office closure, rotating days off, etc.) at least 45 days prior to implementation. Labor organizations will be provided seven days in which to provide feedback to departments prior to employee notices being distributed.
8. [Labor Group] recognizes that the implementation of mandatory unpaid furloughs is not a form of discipline for individual employees and employees may not appeal individual furlough days under any County appeal procedures.
9. Furloughs shall not be scheduled on a paid County holiday. Existing holiday provisions shall not be impacted by participating in mandatory furloughs. Employees subject to an unpaid furlough day during the same pay period as a paid County holiday are entitled to the same level of holiday pay provided in their existing MOU.
10. Departments implementing unpaid furloughs for represented employees will be required to implement the same number of unpaid furloughs for unrepresented management and confidential employees in the same divisions as those impacted employees.
11. Unpaid furlough time will not impact an employee's leave time accruals (sick leave, vacation, etc.) or health insurance benefits.
12. Unpaid furlough time will not count as service credit for purposes of calculating retirement service. No retirement contributions will be withheld from the employee or the County for unpaid furlough time. Unpaid furlough time may not be purchased back by the employee at this time.
13. County seniority would not be affected. Mandatory furloughs are not considered a break in service for the purposes of calculating seniority under the County's Reduction-in-Force Policy. Employees' evaluation dates, including probationary review dates and eligible step increases will not be changed based on the implementation of unpaid furloughs.
14. Vacation cash outs will not be approved for employees participating in unpaid furloughs in Fiscal Year 2009-2010; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.
15. The provisions of this agreement will not apply to any employee who has submitted a documented notice of retirement in Fiscal Year 2009-2010. Employees who have submitted a documented notice of retirement in Fiscal Year 2010-2011 may also be exempted from the provisions of this agreement based on individual retirement date on a case-by-case basis.
16. Employees returning from unpaid military leave are exempt from future unpaid furloughs in the same fiscal year. To qualify the employee must be on unpaid status for a minimum of thirteen workdays in the fiscal year. This provision does not apply to any unpaid furlough days served prior to an employee being deployed on military leave.

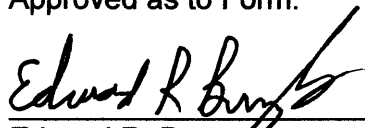
17. The Chief Executive Office and the Auditor-Controller's Office are currently developing a process to spread the financial impact of furloughs over the course of the fiscal year provided the impact is known in advance and an employee is subject to more than one unpaid furlough day in a pay period. Additional information and specific payroll procedures will be provided to the designated labor representative when available.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Richard W. Robinson  
Chief Executive Officer  
Stanislaus County

\_\_\_\_\_  
Labor Representative

Approved as to Form:

  
\_\_\_\_\_  
Edward R. Burroughs  
Assistant County Counsel



**TENTATIVE AGREEMENT**  
**BETWEEN COUNTY OF STANISLAUS**  
**AND**  
**STANISLAUS COUNTY EMPLOYEES' ASSOCIATION, AFSCME LOCAL 10**

**RE: IMPLEMENTATION OF UNPAID FURLOUGHS IN FISCAL YEAR 2009-2010**

Pursuant to this agreement between the County of Stanislaus (County), and the Stanislaus County Employees' Association, AFSCME Local 10, the parties agree as follows:

Whereas, the County of Stanislaus has identified significant budget shortfalls throughout County departments in Fiscal Year 2009-2010; and

Whereas, the County and Stanislaus County Employees' Association, AFSCME Local 10, support the utilization of mandatory unpaid furlough days as a method of reducing labor costs and minimizing the number of County employees subject to reduction-in-force in Fiscal Year 2009-2010.

Now therefore, the parties agree to the following terms and conditions of implementing mandatory unpaid furlough days in Fiscal Year 2009-2010:

1. The County may implement the use of up to 13 unpaid furlough days to a maximum of 104 unpaid work hours in Fiscal Year 2009-2010.
2. Furlough days will result in a mandatory reduction in employee work hours with a corresponding decrease in compensation for each employee. No form of salary compensation may be taken during the unpaid furlough hours, including sick, compensatory, and/or vacation time.
3. Furloughs will be implemented upon the determination of each individual department head. The total number of furlough days and work hours, not exceeding 13 days or 104 hours, will be subject to the determination of each individual department head.
4. Departments will only use furloughs if required to meet department budgets as approved by the Board of Supervisors, some departments may not be required to use furloughs due to individual budget circumstance.
5. Furloughs may be implemented on a department-wide basis or within separate divisions of a department based on the specific circumstances of each budget unit.
6. Departments are responsible to determine the most appropriate method for implementing furloughs (office closure, rotating days off, align with court holidays, etc.) and will provide employees a minimum 30-days notice of a mandatory furlough day; any recommended changes in operating hours to the public will require approval from the Board of Supervisors.

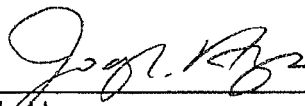
7. Departments utilizing unpaid furloughs will notify applicable labor organizations of the scheduled furlough days/hours and the planned methods of implementation (office closure, rotating days off, etc.) at least 45 days prior to implementation. Labor organizations will be provided seven days in which to provide feedback to departments prior to employee notices being distributed.
8. The Stanislaus County Employees' Association, AFSCME Local 10, recognizes that the implementation of mandatory unpaid furloughs is not a form of discipline for individual employees and employees may not appeal individual furlough days under any County appeal procedures.
9. Furloughs shall not be scheduled on a paid County holiday. Existing holiday provisions shall not be impacted by participating in mandatory furloughs. Employees subject to an unpaid furlough day during the same pay period as a paid County holiday are entitled to the same level of holiday pay provided in their existing MOU.
10. Departments implementing unpaid furloughs for represented employees will be required to implement the same number of unpaid furloughs for unrepresented management and confidential employees in the same divisions as those impacted employees.
11. Unpaid furlough time will not impact an employee's leave time accruals (sick leave, vacation, etc.) or health insurance benefits.
12. Unpaid furlough time will not count as service credit for purposes of calculating retirement service. No retirement contributions will be withheld from the employee or the County for unpaid furlough time. Unpaid furlough time may not be purchased back by the employee at this time.
13. County seniority would not be affected. Mandatory furloughs are not considered a break in service for the purposes of calculating seniority under the County's Reduction-in-Force Policy. Employees' evaluation dates, including probationary review dates and eligible step increases will not be changed based on the implementation of unpaid furloughs.
14. Vacation cash outs will not be approved for employees participating in unpaid furloughs in Fiscal Year 2009-2010; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.
15. The provisions of this agreement will not apply to any employee who has submitted a documented notice of retirement in Fiscal Year 2009-2010. Employees who have submitted a documented notice of retirement in Fiscal Year 2010-2011 may also be exempted from the provisions of this agreement based on individual retirement date on a case-by-case basis.
16. Employees returning from unpaid military leave are exempt from future unpaid furloughs in the same fiscal year. To qualify the employee must be on unpaid status for a minimum of thirteen workdays in the fiscal year. This provision does not apply

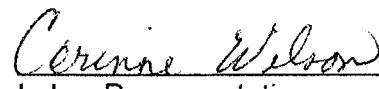
to any unpaid furlough days served prior to an employee being deployed on military leave.

17. The Chief Executive Office and the Auditor-Controller's Office are currently developing a process to spread the financial impact of furloughs over the course of the fiscal year provided the impact is known in advance and an employee is subject to more than one unpaid furlough day in a pay period. Additional information and specific payroll procedures will be provided to the designated labor representative when available.

**This Tentative Agreement is entered into between the County and the Stanislaus County Employees' Association, AFSCME Local 10, and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by the Stanislaus County Employees' Association, AFSCME Local 10. Approval of this Tentative Agreement confirms support of the agreement by the designated Labor Representative and a commitment to forward the agreement through any applicable ratification/approval procedures required for the bargaining unit. Final approval and implementation of this agreement is subject to confirmation that all labor ratification/approval procedures are completed and formal adoption of the agreement by the Board of Supervisors.**

Agreed to this 6 day of April, 2009

  
\_\_\_\_\_  
Jody Hayes  
Stanislaus County

  
\_\_\_\_\_  
Corinne Wilson  
Labor Representative  
Stanislaus County Employees'  
Association, AFSCME Local 10

**AGREEMENT  
BETWEEN COUNTY OF STANISLAUS  
AND  
COUNTY ATTORNEY'S ASSOCIATION (CAA)**

**RE: IMPLEMENTATION OF UNPAID FURLOUGHS IN FISCAL YEAR 2009-2010**

Pursuant to this agreement between the County of Stanislaus (County), and the County Attorney's Association (CAA), the parties agree as follows:

Whereas, the County of Stanislaus has identified significant budget shortfalls throughout County departments in Fiscal Year 2009-2010; and

Whereas, the County and the County Attorney's Association (CAA) support the utilization of mandatory unpaid furlough days as a method of reducing labor costs and minimizing the number of County employees subject to reduction-in-force in Fiscal Year 2009-2010.

Now therefore, the parties agree to the following terms and conditions of implementing mandatory unpaid furlough days in Fiscal Year 2009-2010:

1. The County may implement the use of up to 13 unpaid furlough days to a maximum of 104 unpaid work hours in Fiscal Year 2009-2010.
2. Furlough days will result in a mandatory reduction in employee work hours with a corresponding decrease in compensation for each employee. No form of salary compensation may be taken during the unpaid furlough hours, including sick, compensatory, and/or vacation time.
3. Furloughs will be implemented upon the determination of each individual department head. The total number of furlough days and work hours, not exceeding 13 days or 104 hours, will be subject to the determination of each individual department head.
4. Departments will only use furloughs if required to meet department budgets as approved by the Board of Supervisors, some departments may not be required to use furloughs due to individual budget circumstance.
5. Furloughs may be implemented on a department-wide basis or within separate divisions of a department based on the specific circumstances of each budget unit.
6. Departments are responsible to determine the most appropriate method for implementing furloughs (office closure, rotating days off, align with court holidays, etc.) and will provide employees a minimum 30-days notice of a mandatory furlough day; any recommended changes in operating hours to the public will require approval from the Board of Supervisors.

7. Departments utilizing unpaid furloughs will notify applicable labor organizations of the scheduled furlough days/hours and the planned methods of implementation (office closure, rotating days off, etc.) at least 45 days prior to implementation. Labor organizations will be provided seven days in which to provide feedback to departments prior to employee notices being distributed.
8. CAA recognizes that the implementation of mandatory unpaid furloughs is not a form of discipline for individual employees and employees may not appeal individual furlough days under any County appeal procedures.
9. Furloughs shall not be scheduled on a paid County holiday. Existing holiday provisions shall not be impacted by participating in mandatory furloughs. Employees subject to an unpaid furlough day during the same pay period as a paid County holiday are entitled to the same level of holiday pay provided in their existing MOU.
10. Departments implementing unpaid furloughs for represented employees will be required to implement the same number of unpaid furloughs for unrepresented management and confidential employees in the same divisions as those impacted employees.
11. Unpaid furlough time will not impact an employee's leave time accruals (sick leave, vacation, etc.) or health insurance benefits.
12. Unpaid furlough time will not count as service credit for purposes of calculating retirement service. No retirement contributions will be withheld from the employee or the County for unpaid furlough time. Unpaid furlough time may not be purchased back by the employee at this time.
13. County seniority would not be affected. Mandatory furloughs are not considered a break in service for the purposes of calculating seniority under the County's Reduction-in-Force Policy. Employees' evaluation dates, including probationary review dates and eligible step increases will not be changed based on the implementation of unpaid furloughs.
14. Vacation cash outs will not be approved for employees participating in unpaid furloughs in Fiscal Year 2009-2010; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.
15. The provisions of this agreement will not apply to any employee who has submitted a documented notice of retirement in Fiscal Year 2009-2010. Employees who have submitted a documented notice of retirement in Fiscal Year 2010-2011 may also be exempted from the provisions of this agreement based on individual retirement date on a case-by-case basis.
16. Employees returning from unpaid military leave are exempt from future unpaid furloughs in the same fiscal year. To qualify the employee must be on unpaid status for a minimum of thirteen workdays in the fiscal year. This provision does not apply to any unpaid furlough days served prior to an employee being deployed on military leave.

17. The Chief Executive Office and the Auditor-Controller's Office are currently developing a process to spread the financial impact of furloughs over the course of the fiscal year provided the impact is known in advance and an employee is subject to more than one unpaid furlough day in a pay period. Additional information and specific payroll procedures will be provided to the designated labor representative when available.

### **Issues Specific to District Attorney's Office Employees**

The parties agree to the following modifications to the Furlough Agreement for CAA Attorneys working in the District Attorney's Office:

- A. Attorneys will receive a 4.6% wage reduction for the Fiscal Year 2009-2010.
- B. Attorneys will receive an additional 12 days of professional leave (PDL) using the same process as a vacation request. Additional professional leave time will be credited in July 2009 and will expire December 31, 2010.
  - a. Attorneys shall be allowed to use these PDL days using the same process as a vacation request. There will be no set dates (ie. Court holidays) where Attorneys would be required to use the unpaid furlough days. The parties acknowledge the Department intends to consider office closures on Court holidays. If the Department is closed for an unpaid furlough day on a Court holiday any Attorney who wishes to work for business purposes may do so.
  - b. The County will closely monitor any denials of PDL or vacation days.
  - c. The PDL days are in addition to any PDL days currently provided by MOU.
  - d. Attorneys shall not work on PDL days. If an Attorney is required or expected to work on a PDL day, that day shall be restored to the Attorney's bank of remaining days.
  - e. Any Attorney who is denied the use of PDL days with out alternative options for time off shall have his/her wages restored to the extent of the denial.
- C. The District Attorney will remove all but \$20,000 from the \$100,000 contingency fund that was originally reflected in the Department's Proposed Budget 2009-2010.
- D. The District Attorney will attempt to reduce overtime and on-call amounts as much as possible during the Fiscal Year 2009-2010 to assist in reducing the Department's budget shortfall.
- E. Paid Attorney homicide on-call will likely be eliminated. A voluntary homicide program may be considered.
- F. To the extent legally permitted, any reduction in the budget shortfall will be used first to reduce the number of furlough days.

- G. Attorneys at the District Attorney's Office will only attend lifer hearings if it is believed the prisoner will be released or unless attending family members require the Attorney's attendance. These cases will be evaluated on a case-by-case basis. Those Attorneys wishing to attend the lifer hearings that we do choose to attend will need to agree to write letters in opposition to release for the cases we chose not to attend.
- H. The District Attorney's Office will maintain a hiring freeze during the time any furloughs are in effect and will maintain all vacancies until such time unpaid furloughs have ended.
- I. At the expiration of the contract in June 2010, the County agrees that the base pay will be reflected as if the unpaid furlough and wage reduction had not occurred.
- J. The District Attorney is looking into implementing the three to a courtroom staffing plan for the District Attorney's Office in order to more effectively and efficiently prosecute those who commit crimes in this County.
- K. In November 2009, at the request of the CAA, the County will meet to review the current budget situation. If it appears the shortfall will be lower than expected, wages will be increased and the number of PDL days will be reduced for the 2010 calendar year accordingly.
- L. CAA agrees to suspend the County's Professional Development Program effective January 1, 2010 for Attorney's in the District Attorney's Office in exchange for one unpaid furlough day less than the rest of the District Attorney's Office.

### **Issues Specific to the Department of Child Support Services Employees**

The parties acknowledge that as the budget issues are known today, the Department of Child Support Services does not intend to use unpaid furloughs as a strategy to meet budget targets. The parties agree to reopen the discussion if the Department is faced with a future budget shortfall in Fiscal Year 2009-2010 and is considering the use of unpaid furloughs as a cost saving strategy.


### **Issues Specific to Public Defender Employees**

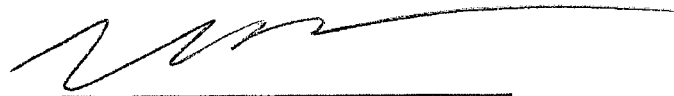
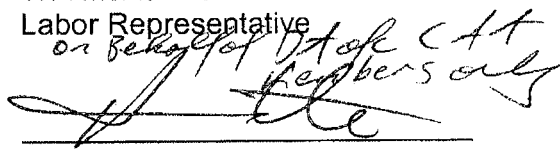
The parties agree to the following modifications to the Furlough Agreement for CAA Attorneys working in the Public Defender's Office:

- A. Attorneys will receive a 3.0% wage reduction for the Fiscal Year 2009-2010.
- B. Attorneys will receive an additional 8 days of professional leave (PDL) using the same process as a vacation request. Additional professional leave time will be credited in July 2009 and will expire December 31, 2010. The additional leave time is subject to the same request and approval process for existing PDL time.

- C. The County is working with the Auditor-Controller to identify the specific procedures for implementing the unpaid furloughs for FLSA exempt employees. Employee salary and/or leave time accruals may be adjusted during the fiscal year for changes in employment status (termination of service, etc.). The intent of both parties is that the specific wage reduction and leave time provided to individual employees will balance out at the end of the Fiscal Year or prior should the employee leave County service for any reason.
- D. At the expiration of the contract in June 2010, the County agrees that the base pay will be reflected as if the unpaid furlough and wage reduction had not occurred.
- E. Based on the budget submitted to the Public Defender on March 13, 2009, the agreement to furlough up to eight work days will prevent any reduction in force in this department within the Attorney's bargaining unit. The County has no specific intention to change the Public Defender's issued base budget during Fiscal Year 2009-2010, however should it become necessary to adjust the budget for uncontrollable circumstances (retirement rate increase, declines in tax revenue, etc.) the County will initiate additional discussions with the labor group to consider options for additional furlough days and/or any necessary reductions in force. In any event, the County will not request more than a total of 13 furlough days in Fiscal Year 2009-2010.
- F. The method of implementing unpaid furlough days (office closures, court holidays, etc.) will be determined by the Department Head working in conjunction with employee representatives to identify preferred alternatives. Proposals for office closures will require final approval of the Board of Supervisors.

Agreed to this 4<sup>th</sup> day of August, 2009

  
 \_\_\_\_\_  
 Jody Hayes  
 Stanislaus County

  
 \_\_\_\_\_  
 WR McKenzie  
 Labor Representative  
*on behalf of State CAA members only*  
  
 \_\_\_\_\_  
 Patrick Thistle  
 Business Agent



**TENTATIVE AGREEMENT**  
**BETWEEN COUNTY OF STANISLAUS**  
**AND**  
**CALIFORNIA NURSES ASSOCIATION (C.N.A.)**

**RE: IMPLEMENTATION OF UNPAID FURLOUGHS IN FISCAL YEAR 2009-2010**

Pursuant to this agreement between the County of Stanislaus (County), and the California Nurses Association (C.N.A.), the parties agree as follows:

Whereas, the County of Stanislaus has identified significant budget shortfalls throughout County departments in Fiscal Year 2009-2010; and

Whereas, the County and the California Nurses Association (C.N.A.) support the utilization of mandatory unpaid furlough days as a method of reducing labor costs and minimizing the number of County employees subject to reduction-in-force in Fiscal Year 2009-2010.

Now therefore, the parties agree to the following terms and conditions of implementing mandatory unpaid furlough days in Fiscal Year 2009-2010:

1. The County may implement the use of up to 13 unpaid furlough days to a maximum of 104 unpaid work hours in Fiscal Year 2009-2010.
2. Furlough days will result in a mandatory reduction in employee work hours with a corresponding decrease in compensation for each employee. No form of salary compensation may be taken during the unpaid furlough hours, including sick, compensatory, and/or vacation time.
3. Furloughs will be implemented upon the determination of each individual department head. The total number of furlough days and work hours, not exceeding 13 days or 104 hours, will be subject to the determination of each individual department head.
4. Departments will only use furloughs if required to meet department budgets as approved by the Board of Supervisors, some departments may not be required to use furloughs due to individual budget circumstance.
5. Furloughs may be implemented on a department-wide basis or within separate divisions of a department based on the specific circumstances of each budget unit.
6. Departments are responsible to determine the most appropriate method for implementing furloughs (office closure, rotating days off, align with court holidays, etc.) and will provide employees a minimum 30-days notice of a mandatory furlough day; any recommended changes in operating hours to the public will require approval from the Board of Supervisors.

7. Departments utilizing unpaid furloughs will notify applicable labor organizations of the scheduled furlough days/hours and the planned methods of implementation (office closure, rotating days off, etc.) at least 45 days prior to implementation. Labor organizations will be provided seven days in which to provide feedback to departments prior to employee notices being distributed.
8. The California Nurses Association (C.N.A.) recognizes that the implementation of mandatory unpaid furloughs is not a form of discipline for individual employees and employees may not appeal individual furlough days under any County appeal procedures.
9. Furloughs shall not be scheduled on a paid County holiday. Existing holiday provisions shall not be impacted by participating in mandatory furloughs. Employees subject to an unpaid furlough day during the same pay period as a paid County holiday are entitled to the same level of holiday pay provided in their existing MOU.
10. Departments implementing unpaid furloughs for represented employees will be required to implement the same number of unpaid furloughs for unrepresented management and confidential employees in the same divisions as those impacted employees.
11. Unpaid furlough time will not impact an employee's leave time accruals (sick leave, vacation, etc.) or health insurance benefits.
12. Unpaid furlough time will not count as service credit for purposes of calculating retirement service. No retirement contributions will be withheld from the employee or the County for unpaid furlough time. Unpaid furlough time may not be purchased back by the employee at this time.
13. County seniority would not be affected. Mandatory furloughs are not considered a break in service for the purposes of calculating seniority under the County's Reduction-in-Force Policy. Employees' evaluation dates, including probationary review dates and eligible step increases will not be changed based on the implementation of unpaid furloughs.
14. Vacation cash outs will not be approved for employees participating in unpaid furloughs in Fiscal Year 2009-2010; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.
15. The provisions of this agreement will not apply to any employee who has submitted a documented notice of retirement in Fiscal Year 2009-2010. Employees who have submitted a documented notice of retirement in Fiscal Year 2010-2011 may also be exempted from the provisions of this agreement based on individual retirement date on a case-by-case basis.
16. Employees returning from unpaid military leave are exempt from future unpaid furloughs in the same fiscal year. To qualify the employee must be on unpaid status for a minimum of thirteen workdays in the fiscal year. This provision does not apply

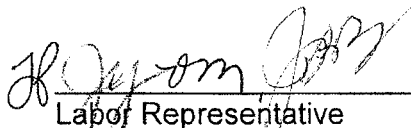
to any unpaid furlough days served prior to an employee being deployed on military leave.

17. The Chief Executive Office and the Auditor-Controller's Office are currently developing a process to spread the financial impact of furloughs over the course of the fiscal year provided the impact is known in advance and an employee is subject to more than one unpaid furlough day in a pay period. Additional information and specific payroll procedures will be provided to the designated labor representative when available.

**This Tentative Agreement is entered into between the County and the California Nurses Association (C.N.A.) and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by the California Nurses Association (C.N.A.) Approval of this Tentative Agreement confirms support of the agreement by the designated Labor Representative and a commitment to forward the agreement through any applicable ratification/approval procedures required for the bargaining unit. Final approval and implementation of this agreement is subject to confirmation that all labor ratification/approval procedures are completed and formal adoption of the agreement by the Board of Supervisors.**

Agreed to this 6<sup>th</sup> day of April, 2009

  
\_\_\_\_\_  
Jody Hayes  
Stanislaus County

  
\_\_\_\_\_  
Labor Representative  
California Nurses Association  
(C.N.A.)

**TENTATIVE AGREEMENT**  
**BETWEEN COUNTY OF STANISLAUS**  
**AND**  
**DEPUTY PROBATION OFFICERS ASSOCIATION**

**RE: IMPLEMENTATION OF UNPAID FURLOUGHS IN FISCAL YEAR 2009-2010**

Pursuant to this agreement between the County of Stanislaus (County), and the Deputy Probation Officers Association, the parties agree as follows:

Whereas, the County of Stanislaus has identified significant budget shortfalls throughout County departments in Fiscal Year 2009-2010; and

Whereas, the County and Deputy Probation Officers Association support the utilization of mandatory unpaid furlough days as a method of reducing labor costs and minimizing the number of County employees subject to reduction-in-force in Fiscal Year 2009-2010.

Now therefore, the parties agree to the following terms and conditions of implementing mandatory unpaid furlough days in Fiscal Year 2009-2010:

1. The County may implement the use of up to 13 unpaid furlough days to a maximum of 104 unpaid work hours in Fiscal Year 2009-2010.
2. Furlough days will result in a mandatory reduction in employee work hours with a corresponding decrease in compensation for each employee. No form of salary compensation may be taken during the unpaid furlough hours, including sick, compensatory, and/or vacation time.
3. Furloughs will be implemented upon the determination of each individual department head. The total number of furlough days and work hours, not exceeding 13 days or 104 hours, will be subject to the determination of each individual department head.
4. Departments will only use furloughs if required to meet department budgets as approved by the Board of Supervisors, some departments may not be required to use furloughs due to individual budget circumstance.
5. Furloughs may be implemented on a department-wide basis or within separate divisions of a department based on the specific circumstances of each budget unit.
6. Departments are responsible to determine the most appropriate method for implementing furloughs (office closure, rotating days off, align with court holidays, etc.) and will provide employees a minimum 30-days notice of a mandatory furlough day; any recommended changes in operating hours to the public will require approval from the Board of Supervisors.

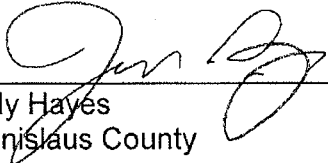
7. Departments utilizing unpaid furloughs will notify applicable labor organizations of the scheduled furlough days/hours and the planned methods of implementation (office closure, rotating days off, etc.) at least 45 days prior to implementation. Labor organizations will be provided seven days in which to provide feedback to departments prior to employee notices being distributed.
8. The Deputy Probation Officers Association recognizes that the implementation of mandatory unpaid furloughs is not a form of discipline for individual employees and employees may not appeal individual furlough days under any County appeal procedures.
9. Furloughs shall not be scheduled on a paid County holiday. Existing holiday provisions shall not be impacted by participating in mandatory furloughs. Employees subject to an unpaid furlough day during the same pay period as a paid County holiday are entitled to the same level of holiday pay provided in their existing MOU.
10. Departments implementing unpaid furloughs for represented employees will be required to implement the same number of unpaid furloughs for unrepresented management and confidential employees in the same divisions as those impacted employees.
11. Unpaid furlough time will not impact an employee's leave time accruals (sick leave, vacation, etc.) or health insurance benefits.
12. Unpaid furlough time will not count as service credit for purposes of calculating retirement service. No retirement contributions will be withheld from the employee or the County for unpaid furlough time. Unpaid furlough time may not be purchased back by the employee at this time.
13. County seniority would not be affected. Mandatory furloughs are not considered a break in service for the purposes of calculating seniority under the County's Reduction-in-Force Policy. Employees' evaluation dates, including probationary review dates and eligible step increases will not be changed based on the implementation of unpaid furloughs.
14. Vacation cash outs will not be approved for employees participating in unpaid furloughs in Fiscal Year 2009-2010; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.
15. The provisions of this agreement will not apply to any employee who has submitted a documented notice of retirement in Fiscal Year 2009-2010. Employees who have submitted a documented notice of retirement in Fiscal Year 2010-2011 may also be exempted from the provisions of this agreement based on individual retirement date on a case-by-case basis.
16. Employees returning from unpaid military leave are exempt from future unpaid furloughs in the same fiscal year. To qualify the employee must be on unpaid status for a minimum of thirteen workdays in the fiscal year. This provision does not apply

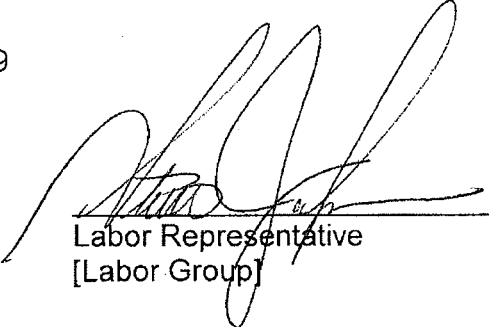
to any unpaid furlough days served prior to an employee being deployed on military leave.

17. The Chief Executive Office and the Auditor-Controller's Office are currently developing a process to spread the financial impact of furloughs over the course of the fiscal year provided the impact is known in advance and an employee is subject to more than one unpaid furlough day in a pay period. Additional information and specific payroll procedures will be provided to the designated labor representative when available.

**This Tentative Agreement is entered into between the County and Deputy Probation Officers Association and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by Deputy Probation Officers Association. Approval of this Tentative Agreement confirms support of the agreement by the designated Labor Representative and a commitment to forward the agreement through any applicable ratification/approval procedures required for the bargaining unit. Final approval and implementation of this agreement is subject to confirmation that all labor ratification/approval procedures are completed and formal adoption of the agreement by the Board of Supervisors.**

Agreed to this 6 day of April, 2009

  
\_\_\_\_\_  
Jody Hayes  
Stanislaus County

  
\_\_\_\_\_  
Labor Representative  
[Labor Group]

**TENTATIVE AGREEMENT**  
**BETWEEN COUNTY OF STANISLAUS**  
**AND**  
**STANISLAUS COUNTY GROUP SUPERVISOR'S ASSOCIATION, SCGSA**

**RE: IMPLEMENTATION OF UNPAID FURLOUGHS IN FISCAL YEAR 2009-2010**

Pursuant to this agreement between the County of Stanislaus (County), and the Stanislaus County Group Supervisor's Association (SCGSA), the parties agree as follows:

Whereas, the County of Stanislaus has identified significant budget shortfalls throughout County departments in Fiscal Year 2009-2010; and

Whereas, the County and Stanislaus County Group Supervisor's Association (SCGSA) support the utilization of mandatory unpaid furlough days as a method of reducing labor costs and minimizing the number of County employees subject to reduction-in-force in Fiscal Year 2009-2010.

Now therefore, the parties agree to the following terms and conditions of implementing mandatory unpaid furlough days in Fiscal Year 2009-2010:

1. The County may implement the use of up to 13 unpaid furlough days to a maximum of 104 unpaid work hours in Fiscal Year 2009-2010.
2. Furlough days will result in a mandatory reduction in employee work hours with a corresponding decrease in compensation for each employee. No form of salary compensation may be taken during the unpaid furlough hours, including sick, compensatory, and/or vacation time.
3. Furloughs will be implemented upon the determination of each individual department head. The total number of furlough days and work hours, not exceeding 13 days or 104 hours, will be subject to the determination of each individual department head.
4. Departments will only use furloughs if required to meet department budgets as approved by the Board of Supervisors, some departments may not be required to use furloughs due to individual budget circumstance.
5. Furloughs may be implemented on a department-wide basis or within separate divisions of a department based on the specific circumstances of each budget unit.
6. Departments are responsible to determine the most appropriate method for implementing furloughs (office closure, rotating days off, align with court holidays, etc.) and will provide employees a minimum 30-days notice of a mandatory furlough day; any recommended changes in operating hours to the public will require approval from the Board of Supervisors.

7. Departments utilizing unpaid furloughs will notify applicable labor organizations of the scheduled furlough days/hours and the planned methods of implementation (office closure, rotating days off, etc.) at least 45 days prior to implementation. Labor organizations will be provided seven days in which to provide feedback to departments prior to employee notices being distributed.
8. The Stanislaus County Group Supervisor's Association (SCGSA) recognizes that the implementation of mandatory unpaid furloughs is not a form of discipline for individual employees and employees may not appeal individual furlough days under any County appeal procedures.
9. Furloughs shall not be scheduled on a paid County holiday. Existing holiday provisions shall not be impacted by participating in mandatory furloughs. Employees subject to an unpaid furlough day during the same pay period as a paid County holiday are entitled to the same level of holiday pay provided in their existing MOU.
10. Departments implementing unpaid furloughs for represented employees will be required to implement the same number of unpaid furloughs for unrepresented management and confidential employees in the same divisions as those impacted employees.
11. Unpaid furlough time will not impact an employee's leave time accruals (sick leave, vacation, etc.) or health insurance benefits.
12. Unpaid furlough time will not count as service credit for purposes of calculating retirement service. No retirement contributions will be withheld from the employee or the County for unpaid furlough time. Unpaid furlough time may not be purchased back by the employee at this time.
13. County seniority would not be affected. Mandatory furloughs are not considered a break in service for the purposes of calculating seniority under the County's Reduction-in-Force Policy. Employees' evaluation dates, including probationary review dates and eligible step increases will not be changed based on the implementation of unpaid furloughs.
14. Vacation cash outs will not be approved for employees participating in unpaid furloughs in Fiscal Year 2009-2010; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.
15. The provisions of this agreement will not apply to any employee who has submitted a documented notice of retirement in Fiscal Year 2009-2010. Employees who have submitted a documented notice of retirement in Fiscal Year 2010-2011 may also be exempted from the provisions of this agreement based on individual retirement date on a case-by-case basis.
16. Employees returning from unpaid military leave are exempt from future unpaid furloughs in the same fiscal year. To qualify the employee must be on unpaid status for a minimum of thirteen workdays in the fiscal year. This provision does not apply

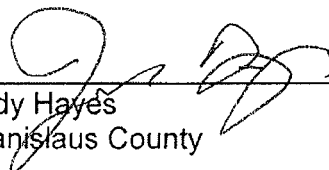


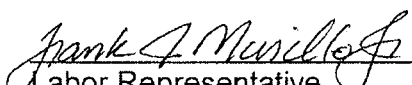
to any unpaid furlough days served prior to an employee being deployed on military leave.

17. The Chief Executive Office and the Auditor-Controller's Office are currently developing a process to spread the financial impact of furloughs over the course of the fiscal year provided the impact is known in advance and an employee is subject to more than one unpaid furlough day in a pay period. Additional information and specific payroll procedures will be provided to the designated labor representative when available.

**This Tentative Agreement is entered into between the County and Stanislaus County Group Supervisor's Association (SCGSA) and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by Stanislaus County Group Supervisor's (SCGSA). Approval of this Tentative Agreement confirms support of the agreement by the designated Labor Representative and a commitment to forward the agreement through any applicable ratification/approval procedures required for the bargaining unit. Final approval and implementation of this agreement is subject to confirmation that all labor ratification/approval procedures are completed and formal adoption of the agreement by the Board of Supervisors.**

Agreed to this 6<sup>th</sup> day of April, 2009

  
\_\_\_\_\_  
Jody Hayes  
Stanislaus County

  
\_\_\_\_\_  
Frank J. Musillo  
Labor Representative  
Stanislaus County Group  
Supervisor's Association  
(SCGSA)

**AGREEMENT**  
**BETWEEN COUNTY OF STANISLAUS**  
**AND**  
**STANISLAUS COUNTY DISTRICT ATTORNEY**  
**INVESTIGATORS ASSOCIATION (SCDAIA)**

**RE: IMPLEMENTATION OF UNPAID FURLOUGHS IN FISCAL YEAR 2009-2010**

Pursuant to this agreement between the County of Stanislaus (County), and the Stanislaus County District Attorney Investigators Association (SCDAIA), the parties agree as follows:

Whereas, the County of Stanislaus has identified significant budget shortfalls throughout County departments in Fiscal Year 2009-2010; and

Whereas, the County and SCDAIA, support the utilization of mandatory unpaid furlough days as a method of reducing labor costs and minimizing the number of County employees subject to reduction-in-force in Fiscal Year 2009-2010.

Now therefore, the parties agree to the following terms and conditions of implementing mandatory unpaid furlough days in Fiscal Year 2009-2010:

1. The County may implement the use of up to 13 unpaid furlough days to a maximum of 104 unpaid work hours in Fiscal Year 2009-2010.
2. Furlough days will result in a mandatory reduction in employee work hours with a corresponding decrease in compensation for each employee. No form of salary compensation may be taken during the unpaid furlough hours, including sick, compensatory, and/or vacation time.
3. Furloughs will be implemented upon the determination of each individual department head. The total number of furlough days and work hours, not exceeding 13 days or 104 hours, will be subject to the determination of each individual department head.
4. Departments will only use furloughs if required to meet department budgets as approved by the Board of Supervisors, some departments may not be required to use furloughs due to individual budget circumstance.
5. Furloughs may be implemented on a department-wide basis or within separate divisions of a department based on the specific circumstances of each budget unit.
6. Departments are responsible to determine the most appropriate method for implementing furloughs (office closure, rotating days off, align with court holidays, etc.) and will provide employees a minimum 30-days notice of a mandatory furlough day; any recommended changes in operating hours to the public will require approval from the Board of Supervisors.

7. Departments utilizing unpaid furloughs will notify applicable labor organizations of the scheduled furlough days/hours and the planned methods of implementation (office closure, rotating days off, etc.) at least 45 days prior to implementation. Labor organizations will be provided seven days in which to provide feedback to departments prior to employee notices being distributed.
8. The SCDAIA, recognizes that the implementation of mandatory unpaid furloughs is not a form of discipline for individual employees and employees may not appeal individual furlough days under any County appeal procedures.
9. Furloughs shall not be scheduled on a paid County holiday. Existing holiday provisions shall not be impacted by participating in mandatory furloughs. Employees subject to an unpaid furlough day during the same pay period as a paid County holiday are entitled to the same level of holiday pay provided in their existing MOU.
10. Departments implementing unpaid furloughs for represented employees will be required to implement the same number of unpaid furloughs for unrepresented management and confidential employees in the same divisions as those impacted employees.
11. Unpaid furlough time will not impact an employee's leave time accruals (sick leave, vacation, etc.) or health insurance benefits.
12. Unpaid furlough time will not count as service credit for purposes of calculating retirement service. No retirement contributions will be withheld from the employee or the County for unpaid furlough time. Unpaid furlough time may not be purchased back by the employee at this time.
13. County seniority would not be affected. Mandatory furloughs are not considered a break in service for the purposes of calculating seniority under the County's Reduction-in-Force Policy. Employees' evaluation dates, including probationary review dates and eligible step increases will not be changed based on the implementation of unpaid furloughs.
14. Vacation cash outs will not be approved for employees participating in unpaid furloughs in Fiscal Year 2009-2010; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.
15. The provisions of this agreement will not apply to any employee who has submitted a documented notice of retirement in Fiscal Year 2009-2010. Employees who have submitted a documented notice of retirement in Fiscal Year 2010-2011 may also be exempted from the provisions of this agreement based on individual retirement date on a case-by-case basis.
16. Employees returning from unpaid military leave are exempt from future unpaid furloughs in the same fiscal year. To qualify the employee must be on unpaid status for a minimum of thirteen workdays in the fiscal year. This provision does not apply

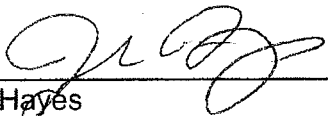
to any unpaid furlough days served prior to an employee being deployed on military leave.

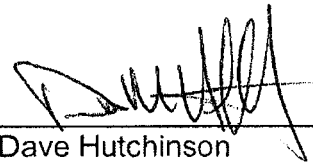
17. The Chief Executive Office and the Auditor-Controller's Office are currently developing a process to spread the financial impact of furloughs over the course of the fiscal year provided the impact is known in advance and an employee is subject to more than one unpaid furlough day in a pay period. Additional information and specific payroll procedures will be provided to the designated labor representative when available.

### Issues Specific to District Attorney Investigators

- A. The District Attorney's Office has entered into an agreement with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) and the Federal Bureau of Investigation (FBI) for the purpose of reimbursing overtime salary costs and other costs with prior ATF/FBI approval for work completed by District Attorney Investigators as participants in joint operations/task forces with these Department of Justice law enforcement agencies.
- B. The parties agree that the use of unpaid furloughs will not affect participation in these task forces where the County is fully reimbursed for the costs associated with overtime from the outside agency. Employees working ATF or FBI task force overtime hours will continue to be compensated at the overtime rate, even in work weeks which may include unpaid furlough time, as long as the employee would otherwise have qualified for overtime compensation.
- C. The District Attorney's Office agrees whenever possible not to schedule on-call work during a furlough week.

Agreed to this 7<sup>th</sup> day of July, 2009

  
\_\_\_\_\_  
Jody Hayes  
Stanislaus County

  
\_\_\_\_\_  
Dave Hutchinson  
SCDAIA Labor Representative

**TENTATIVE AGREEMENT**  
**BETWEEN COUNTY OF STANISLAUS**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 521**

**RE: IMPLEMENTATION OF UNPAID FURLOUGHS IN FISCAL YEAR 2009-2010**

Pursuant to this agreement between the County of Stanislaus (County), and Service Employees International Union (SEIU), Local 521, the parties agree as follows:

Whereas, the County of Stanislaus has identified significant budget shortfalls throughout County departments in Fiscal Year 2009-2010; and

Whereas, the County and Service Employees International Union (SEIU), Local 521, support the utilization of mandatory unpaid furlough days as a method of reducing labor costs and minimizing the number of County employees subject to reduction-in-force in Fiscal Year 2009-2010.

Now therefore, the parties agree to the following terms and conditions of implementing mandatory unpaid furlough days in Fiscal Year 2009-2010:


1. The County may implement the use of up to 13 unpaid furlough days to a maximum of 104 unpaid work hours in Fiscal Year 2009-2010.
2. Furlough days will result in a mandatory reduction in employee work hours with a corresponding decrease in compensation for each employee. No form of salary compensation may be taken during the unpaid furlough hours, including sick, compensatory, and/or vacation time.
3. Furloughs will be implemented upon the determination of each individual department head. The total number of furlough days and work hours, not exceeding 13 days or 104 hours, will be subject to the determination of each individual department head.
4. Departments will only use furloughs if required to meet department budgets as approved by the Board of Supervisors, some departments may not be required to use furloughs due to individual budget circumstance.
5. Furloughs may be implemented on a department-wide basis or within separate divisions of a department based on the specific circumstances of each budget unit.
6. Departments are responsible to determine the most appropriate method for implementing furloughs (office closure, rotating days off, align with court holidays, etc.) and will provide employees a minimum 30-days notice of a mandatory furlough day; any recommended changes in operating hours to the public will require approval from the Board of Supervisors.

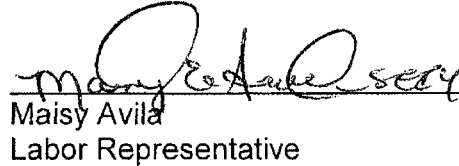
7. Departments utilizing unpaid furloughs will notify applicable labor organizations of the scheduled furlough days/hours and the planned methods of implementation (office closure, rotating days off, etc.) at least 45 days prior to implementation. Labor organizations will be provided seven days in which to provide feedback to departments prior to employee notices being distributed.
8. SEIU recognizes that the implementation of mandatory unpaid furloughs is not a form of discipline for individual employees and employees may not appeal individual furlough days under any County appeal procedures.
9. Furloughs shall not be scheduled on a paid County holiday. Existing holiday provisions shall not be impacted by participating in mandatory furloughs. Employees subject to an unpaid furlough day during the same pay period as a paid County holiday are entitled to the same level of holiday pay provided in their existing MOU.
10. Departments implementing unpaid furloughs for represented employees will be required to implement the same number of unpaid furloughs for unrepresented management and confidential employees in the same divisions as those impacted employees.
11. Unpaid furlough time will not impact an employee's leave time accruals (sick leave, vacation, etc.) or health insurance benefits.
12. Unpaid furlough time will not count as service credit for purposes of calculating retirement service. No retirement contributions will be withheld from the employee or the County for unpaid furlough time. Unpaid furlough time may not be purchased back by the employee at this time.
13. County seniority would not be affected. Mandatory furloughs are not considered a break in service for the purposes of calculating seniority under the County's Reduction-in-Force Policy. Employees' evaluation dates, including probationary review dates and eligible step increases will not be changed based on the implementation of unpaid furloughs.
14. Vacation cash outs will not be approved for employees participating in unpaid furloughs in Fiscal Year 2009-2010; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.
15. The provisions of this agreement will not apply to any employee who has submitted a documented notice of retirement in Fiscal Year 2009-2010. Employees who have submitted a documented notice of retirement in Fiscal Year 2010-2011 may also be exempted from the provisions of this agreement based on individual retirement date on a case-by-case basis.
16. Employees returning from unpaid military leave are exempt from future unpaid furloughs in the same fiscal year. To qualify the employee must be on unpaid status for a minimum of thirteen workdays in the fiscal year. This provision does not apply to any unpaid furlough days served prior to an employee being deployed on military leave.

17. The Chief Executive Office and the Auditor-Controller's Office are currently developing a process to spread the financial impact of furloughs over the course of the fiscal year provided the impact is known in advance and an employee is subject to more than one unpaid furlough day in a pay period. Additional information and specific payroll procedures will be provided to the designated labor representative when available.

**This Tentative Agreement is entered into between the County and the Service Employees International Union (SEIU), Local 521 and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by SEIU. Approval of this Tentative Agreement confirms support of the agreement by the designated Labor Representative and a commitment to forward the agreement through any applicable ratification/approval procedures required for the bargaining unit. Final approval and implementation of this agreement is subject to confirmation that all labor ratification/approval procedures are completed and formal adoption of the agreement by the Board of Supervisors.**

Agreed to this 6<sup>th</sup> day of April, 2009

  
\_\_\_\_\_  
Jody Hayes  
Stanislaus County

  
\_\_\_\_\_  
Maisy Avila  
Labor Representative



# Approval of Furlough Agreements for Fiscal Year 2009-2010

**April 28, 2009**



# Projections for Fiscal Year 2009-2010

- Projected General Fund deficit of \$34 million
  - Department budget reductions of 5% - 12%
  - Maintaining position vacancies (443 full-time vacant)
  - Reduce extra-help or temporary staffing
  - Reduce or eliminate out of County travel

# Projections for Fiscal Year 2009-2010

- Projected General Fund deficit of \$34 million
  - Ongoing reductions-in-force where necessary
  - Recommended modifications to compensation and benefit plans for unrepresented Management and Confidential employees
  - New Voluntary Time Off Policy (VTO) approved by Board on April 14, 2008

# Projections for Fiscal Year 2009-2010

- Projected General Fund deficit of \$34 million
  - Employee furloughs valued at a maximum of \$1.2 million for each day of unpaid salary (\$500k in General Fund)
  - Actual savings projected to be much lower for some departments based on loss of revenue or requirements for mandated services

# Employee Furloughs

- Across the board furloughs for all County employees was not necessary or practical
  - Some departments do not require salary savings from furloughs to balance 2009-2010 budget
  - Many County positions generate revenue which would be lost if employees went unpaid
  - Service contracts with other agencies
  - 24/7 operations would create overtime liability

# Employee Furloughs

- Invited all labor organizations to joint negotiations on implementing furloughs
- Departments provided individual budget briefings to labor organizations to identify the potential value of furloughs
- Approach was to only implement furloughs with the support of labor groups, alternative was likely reductions-in-force in many departments

# Summary of Furlough Agreements

- Furloughs specific to Fiscal Year 2009-2010
- Authority to furlough given to individual department heads
- Maximum 104 hours (13 days or 5% of salary), may be less based on budget needs
- May be implemented department-wide or in specific divisions of departments as necessary

# Summary of Furlough Agreements

- Departments to determine implementation method (office closure, rotating days off, align with court holidays, etc.)
- Any change in operating hours will require approval of the Board of Supervisors
- Minimum notice requirements for unions and employees

# Summary of Furlough Agreements

- Departments using furloughs will apply the same level of furloughs to department management and confidential staff
- Furloughs will not impact leave accruals (sick leave, vacation, etc) or health benefits
- Furloughs will impact retirement service time



# Summary of Furlough Agreements

- Exemptions provided for employees retiring in Fiscal Year 2009-2010 and employees returning from unpaid military leave
- Individual bargaining units required more detailed agreements which may only apply to specific departments and employee groups
- Specific payroll procedures still in progress, will be finalized with Auditor-Controller and CEO

# Summary of Furlough Agreements

- Agreements reached with majority of County labor organizations
- Recommendations would include furlough authority for up to 87% of workforce (including unrepresented staff)
- Not all labor groups have agreed to furloughs

# Next Steps

- Identify specific number of furlough days required for each department
- Identify service impacts and potential for changes in operating hours to be considered by Board
- Finalize payroll procedures to maintain compliance with State and Federal laws

# Recommendations

- Approve furlough agreements up to 104 hours per employee in Fiscal Year 2009-2010 (template attached to agenda item)
- Authorize furloughs for unrepresented employees up to 104 hours in Fiscal Year 2009-2010

# Recommendations

- Authorize CEO to sign furlough agreements and negotiate specific issues by department or bargaining unit as necessary
- Authorize Auditor-Controller and CEO to implement changes in Salary and Position Allocation Resolution as necessary to implement furloughs in compliance with State and Federal Laws