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

DEPT: Chief Executive Office **BOARD AGENDA #** B-7

Urgent ☐ **Routine** ☒ **AGENDA DATE** November 8, 2011

CEO Concurs with Recommendation YES ☒ **NO** ☐ **(Information Attached)** **4/5 Vote Required YES** ☒ **NO** ☐

SUBJECT:
Approval of Salary Saving Agreements for Seven Employee Organizations: Stanislaus Sworn Deputies Association, Stanislaus County Deputy Probation Officers' Association, Stanislaus County Probation Correction Officers' Association, Stanislaus Regional Emergency Dispatchers' Association, Stanislaus County Sheriff Supervisors' Association, Stanislaus County Sheriff Management Association, Stanislaus County District Attorney Investigators' Association, all Unrepresented Confidential and Management Employees and Elected Officials and Related Actions

STAFF RECOMMENDATIONS:

1. Approve agreements with the following employee organizations to implement a six percent (6%) permanent salary deduction effective July 1, 2012:

Stanislaus Sworn Deputies Association
Stanislaus County Deputy Probation Officers' Association
Stanislaus Probation Correction Officers' Association
Stanislaus Regional Emergency Dispatchers' Association
Stanislaus County Sheriff Supervisors' Association
Stanislaus County Sheriff Management Association
Stanislaus County District Attorney Investigators' Association

(Continued on Page 2)

FISCAL IMPACT:
While the Adopted Final Budget for Fiscal Year 2011-2012 approved by the Board of Supervisors on September 13, 2011 presented a balanced spending plan for Fiscal Year 2011-2012, Chief Executive Office Senior Staff and County Departments are actively working to develop budget solutions to address ongoing operational deficits and eliminate the need to supplement future operating budgets with one time funding sources. Ongoing budget modeling includes a continuous analysis of short-term and long-term financial strategies to support the County's efforts to preserve critical services in the community during a time of unprecedented declines in local discretionary funding.

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BOARD ACTION AS FOLLOWS:

No. 2011-695

On motion of Supervisor O'Brien, **Seconded by Supervisor** Withrow
and approved by the following vote,
Ayes: Supervisors: O'Brien, Chiesa, Withrow, De Martini and Chairman Monteith
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

1) X **Approved as recommended**
2) ___ **Denied**
3) ___ **Approved as amended**
4) ___ **Other:**

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

2. Authorize the extension of the expiration date of the current Memorandums of Understanding between the County of Stanislaus and the following labor organizations from June 30, 2012 to June 30, 2014:

   Stanislaus Sworn Deputies Association
   Stanislaus County Deputy Probation Officers' Association
   Stanislaus County Probation Correction Officers' Association
   Stanislaus Regional Emergency Dispatchers' Association
   Stanislaus County Sheriff Supervisors' Association
   Stanislaus County Sheriff Management Association
   Stanislaus County District Attorney Investigators' Association

3. Authorize the implementation of a six percent (6%) permanent salary deduction for unrepresented Management and Confidential employees and all Elected Officials effective July 1, 2012.

4. Authorize the implementation of an additional four percent (4%) salary deduction for the Sheriff Coroner effective July 1, 2012 through June 30, 2014.

5. Authorize the Chief Executive Officer or designee and all parties to sign the agreements.

6. Authorize the Chief Executive Officer and County Auditor-Controller to implement all terms and conditions of the approved agreements in compliance with applicable State and Federal laws.

FISCAL IMPACT: (Continued)

These strategies are continuously evaluated and refined as more information becomes available regarding future fiscal exposures and potential budget resources.

Based on this modeling, we are fully aware that as an organization, further budget cuts will be required to balance the County's budget and eliminate the reliance on one-time funding sources. Current budget projections indicate a General Fund deficit for Budget Year 2012-2013 estimated at $16.5 million. This shortfall assumes no growth in discretionary revenue, no further erosion of the County's property tax roll, a projected retirement rate increase of 20%, the scheduled end of the current Countywide 5% salary deduction for all County employees, and the use of $9.2 million in one-time funding.

As a result of ongoing fiscal challenges along with the expiration of the current Five Percent Salary Deduction agreement with all bargaining units on June 30, 2012, the County recognized that future salary savings were necessary to maintain the organization's fiscal stability. In response, the County invited all labor organizations to have joint discussions on both benefits and salary during Health Insurance Negotiations. With all current labor contracts not expiring until June 30, 2012, salary discussions were voluntary for all labor groups, with some groups voluntarily participating in discussions and some groups declining. As a result of these discussions, the County has signed tentative agreements with eight of the County's twelve bargaining units to implement a new six percent permanent salary deduction to be effective July 1, 2012, upon the expiration of the current five percent salary deduction. The new agreements would result in a net one percent increase in salary deduction from the current five percent deduction agreement which expires June 30, 2012, to the new six percent deduction agreement effective July 1, 2012. Seven groups have now ratified this agreement and are included in this agenda item for Board approval. The County continues to meet with the Deputy Sheriffs' Association who has signed a tentative agreement for the six percent permanent salary deduction and the California Nurses' Association.

The six percent salary savings will be taken on the employee's base pay and will reduce both the employee and County retirement contribution along with reducing payroll taxes. Employees will receive 48 hours of special accrued leave time (SALT) as part of the Salary Cost Deduction agreement.

In some situations in non-general fund positions, salary savings may result in a corresponding reduction in revenue. The estimated salary savings for each of the seven approved bargaining units are listed on the next page:

Bargaining Unit	6% Estimated Salary Savings
Unrepresented Bargaining Units	$2,359,609
Stanislaus Sworn Deputies Association	$808,616
Deputy Probation Officers Association	$480,747
Probation Correction Officers Association	$313,094
Emergency Dispatchers' Association	$177,374
Sheriff Supervisor Association	$136,832
Sheriff Management Association	$99,588
District Attorney Investigators Association	$83,719
Total	$4,459,579

The estimated savings will assist the County in reducing operational costs in an effort to preserve jobs for existing County employees and maintain critical services to the community.

DISCUSSION:

The Chief Executive Office, with assistance from County Departments, has been actively working to develop budget solutions to address the ongoing operational deficits, and eliminate the need to supplement future operating budgets with one-time funding sources. Staff has been modeling options and alternatives to eliminate this structural funding shortfall. With over 31% of the overall County budget and 53% of the General Fund used to cover salary and benefit costs, it is apparent that part of the solution needs to be a reduction in these costs. The County has already implemented many labor cost reduction strategies during the current fiscal year and prior fiscal years in an effort to reduce salary and benefit costs in relation to decreased revenues, yet the County continues to face funding shortfalls. Some of the current and prior cost reduction strategies include:

- 5% salary deductions for all County employees for Fiscal Years 2010-2011 and 2011-2012
- Reduction in retirement benefits for all employees hired after January 1, 2011
- Negotiated agreements with labor groups to address benefit cost increases

- Maintaining position vacancies and hiring freeze policy
- Reducing extra help or temporary staffing
- Reducing or eliminating out-of-County travel
- Modifications to compensation and benefit plans for unrepresented Management and Confidential employees
- Suspension of employee vacation cash outs (some exceptions apply)
- Implementation of County Voluntary Time Off Policy
- Implementation of reduction-in-force actions where necessary

With the five percent salary deduction ending on June 30, 2012 and little economic relief in sight, it became apparent that additional reductions in salaries and benefits would be required in future fiscal years. Given the agreement for Health Benefits with all labor organizations expires December 31, 2011 and joint discussions on benefits just began in July 2011, the County recognized a unique opportunity to provide the labor organizations the ability to negotiate both salary and health benefits simultaneously. The County then notified all labor groups of their interest in joint discussions with the clear understanding that the salary portion of the discussion was voluntary.

The County believed this opportunity to jointly negotiate salary and benefits had substantial advantages for both parties. It would provide the opportunity for labor organizations to negotiate a total salary and benefit package that met both the employees' and the County's needs and would also provide the opportunity for bargaining units to extend their current agreements beyond July 1, 2012 to provide greater stability to their members during times of fiscal uncertainty. For the County, an early agreement on salary would also allow for advanced budget planning for departments for the next two Fiscal Years and the opportunity to address core salary and benefit issues in a consistent fashion for those groups voluntarily participating in salary discussions.

The majority of County bargaining units participated in initial discussions to evaluate potential salary proposals and the potential to extend current labor agreements which are scheduled to expire on July 1, 2012. In these discussions, the County emphasized the need for long term solutions that could yield permanent reductions in salaries. The County also recognized the impact of the current salary deduction agreements which provide 13 days of special accrued leave per year for each County employee, creating additional challenges for departments to provide adequate support for County services with already reduced staffing levels. Participating labor organizations worked with the County through the negotiations process to reduce the current number of SALT days from thirteen per year to six per year, starting July 1, 2012. The agreements also contain a provision to reduce and eventually eliminate all SALT days in the future if the

County is in a better fiscal position to restore employee salaries and reduce or eliminate the six percent salary deductions. Eight groups have signed a tentative agreement for a six percent permanent salary deduction that includes 48 hours of SALT effective July 1, 2012. Seven of these groups have ratified the agreement and discussions are ongoing with the Deputy Sheriffs' Association who have signed a tentative agreement and the California Nurses Association.

For all groups not reaching a salary deduction agreement, salaries will be negotiated when the Memorandums of Understanding for these groups expire. All contracts expire on June 30, 2012. The County foresees starting these negotiations in early 2012 to ensure any new agreements are in place prior to the start of the next fiscal year.

Six Percent (6%) Permanent Salary Deduction Agreements

Full-time County employees will have a deduction equal to six percent of their base salary taken each pay period. Employees will receive a credit of 1.52 hours of special accrued leave time (SALT) each pay period, up to 48 hours each fiscal year, to be used as time off during periods of office closures or by approval of their department. Employees will have the ability to carry forward SALT hours not used in the current fiscal year, however, employees may not accrue more than 40 hours of SALT at any given time. Accrued SALT hours do not have a vested cash value and may not be cashed out during employment or at time of termination. These special accrued leave days will be reduced as future salary increases are negotiated. For each 1% increase in salary negotiated, one leave day will be eliminated until the employees' 6% salary deduction has been eliminated and the six days of SALT leave have been eliminated.

The negotiated agreement with County labor organizations includes provisions to address the impact of the salary deductions on employees who are scheduled to retire during the term of the agreement. County employees with documented retirement dates will be exempt from the six percent salary savings up to 12 months prior to the employee's documented retirement date. The 12-month exemption period is intended to coincide with the employee's one-year final average salary calculation so that the salary reduction is not calculated into the employee's permanent retirement benefit level. To be eligible for this exemption, employees will need to sign an irrevocable notice of the retirement from County service.

Also included in the agreement is a provision that will extend all other terms and provisions of the current contract with each labor group through June 30, 2014.

The agreement with the District Attorney Investigators also includes two other provisions. One provision allows for binding arbitration for discipline and grievances. All other County labor groups currently have this provision. A second provision provides an employee ordered to work on a regular day off (RDO), a compensatory time off (CTO) day, or approved vacation day, to be compensated at time and one half for time worked, consistent with the overtime agreements in place with other public safety bargaining units.

Unrepresented Employees

In addition to the represented bargaining units, this agenda item also requests authority to implement a six percent salary deduction for unrepresented Management and Confidential employees and all Elected Officials. Management and Confidential employees will participate in the same policies as negotiated with represented labor groups, including the use of special accrued leave time. Elected Officials do not receive leave accrual benefits and, therefore, will not receive the special accrued leave time. All unrepresented employees, including Management, Confidential and Elected Officials will be eligible to receive an exemption to the six percent salary deduction if they are within 12-months of their retirement from County service. This exemption policy is the same as provided to all represented employees and is intended to prevent retiring employees from receiving a permanent reduction in their retirement benefit level based on the six percent salary deduction.

The Sheriff has requested to have an additional four percent salary deduction in addition to the six percent permanent salary deduction. Currently the Sheriff has a ten percent salary deduction. Five percent as part of the current Five Percent Salary Deduction Agreement implemented for all employees through June 30, 2012 and an additional five percent requested by the Sheriff in an effort to assist with balancing the budget at the Sheriff's Department. The additional four percent is recommended to be implemented from July 1, 2012 through June 30, 2014 to coincide with the expiration of the contract extensions being recommended as part of this item.

The six percent permanent salary cost deduction with corresponding special accrued leave time is applicable to full-time employees. Extra-help/part-time employees and personal service contractors do not accrue leave time benefits and therefore their salary reduction impact will be in unpaid working days, such as potential office closures or reduced work schedules. Departments are encouraged to reduce scheduled working hours of extra-help/part-time employees and personal service contractors in equal proportion to the six percent salary deduction implemented for full-time employees. Departments may consider the operational demands of their individual departments in determining the most appropriate strategy for implementing reductions with extra-help/part-time employees.

The cooperation, collaboration and understanding of the County's labor groups have been instrumental in reaching these salary saving agreements. Their cooperation is an essential and key component to our multi-year financial strategy and will minimize the impact to essential community services as well as the number of County employees facing reductions-in-force.

POLICY ISSUE:

Approval of the recommendations for reduced salary costs will support the Board of Supervisors' priority of maintaining the Efficient Delivery of Public Services through anticipated fiscal savings for County departments.

STAFFING IMPACT:

Upon approval of these recommendations, the County will have agreements with seven labor organizations to implement a permanent six percent salary deduction for the County's full-time workforce starting July 1, 2012.

CONTACT INFORMATION:

Nancy Bronstein, Deputy Executive Officer. (209) 525-6333

TENTATIVE AGREEMENT

BETWEEN COUNTY OF STANISLAUS
AND
STANISLAUS SWORN DEPUTIES ASSOCIATION

RE: IMPLEMENTATION OF 6% SALARY DEDUCTION

Pursuant to this agreement between the County of Stanislaus (County) and the Stanislaus Sworn Deputies Association (SSDA), the parties agree as follows:

Whereas, the County and SSDA agree the County continues to face an ongoing operational deficit requiring ongoing use of one-time funds to balance the County's budget. The parties further agree this structural shortfall in funding needs to be eliminated in order to ensure the sustainability of the organization; and

Whereas, the County and SSDA agree that both parties benefit from joint negotiations on salary and healthcare benefits in order to negotiate a total package that meets the needs of both the employees and the County.

Now therefore, the parties agree to the following terms and conditions of implementing a 6% permanent salary deduction and health benefits agreement:

1. Healthcare benefits are negotiated in joint discussions with all County bargaining units. The County and all bargaining units have negotiated a Healthcare agreement for the period of January 1, 2012 through December 31, 2014. (Attachment A)

2. All employees in the bargaining unit(s) represented by SSDA will receive a 6% permanent deduction in salary starting on the July 1, 2012 workday. The 6% permanent salary deduction will be on a pre-tax basis and will be calculated on the employee's base wage up to 2080 hours. The salary deduction will not decrease the compensation paid for extra pays (special assignment pay, etc.). Retirement contributions will not be withheld on behalf of the employee or County on the amount of salary deducted.

3. All employees receiving a 6% permanent salary deduction will receive 1.846 hours of special accrued leave time each pay period in which the 6% permanent salary deduction is taken, or an equivalent amount of special accrued leave time pro-rated based on the number of hours paid to the employee. The total special accrued leave time earned in each fiscal year will be 48 hours based on a 6% salary deduction for each 80 hours of paid time during 26 pay periods. Special accrued leave time will be administered in the same manner as vacation time for purposes of determining overtime eligibility.

4. Special accrued leave time will be reported as a separate accrual amount on each employee's payroll advice notice. Employees may go negative in their special accrual leave time balance up to a maximum of 40 hours, however employees may not go negative in any amount greater than the employee's current vacation accrual

amount. Employees may not carry a negative balance over at the end of each fiscal year. If an employee has a negative balance at the end of the fiscal year, or upon separation from employment, the County will reduce the employee's vacation accrual amount by an equal portion to balance the employee's special accrued leave time to zero.

5. Special accrued leave time will be utilized during any period of office closure approved by the Board of Supervisors. Office closure schedules will be communicated by July 1 of each Fiscal Year for the entire Fiscal year. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services.

   Any remaining special accrued leave time not utilized during an office closure will be eligible for the employee to use as requested with the approval of their Department Head or designee. Department Heads may substitute the use of vacation with special accrued leave time as necessary, unless an employee is at the maximum level of vacation accrual.

6. Employees and departments are encouraged to schedule and utilize all special accrued leave time within the fiscal year in which it is accrued. Special accrued leave time not utilized will not expire, does not have a vested cash value and may not be cashed out during employment or at the time of termination. Employees will not be able to accrue more than 80 hours of special accrued leave time. Employees who reach 80 hours of accumulation shall not accrue any additional special accrued leave time although the deduction will remain in place.

7. Special accrued leave time will be tied to the salary deduction. With each 1% increase in salary approved by the Board of Supervisors the number of SALT hours earned will be reduced by eight hours annually. The expiration of SALT time will be negotiated with salary increases.

8. Employees retiring from County service will be exempted from 6% permanent salary deductions for a one year period prior to their identified date of retirement. In order to receive this exemption, retiring employees will need to sign an irrevocable notice of their retirement/resignation from County service on forms provided by the County. Employees may request Department Head approval to extend their planned retirement/resignation date, however, any approved extension of their planned retirement/resignation date will require an adjustment of salary deductions and special accrued leave time to ensure that the employee is not exempted from the salary deductions for a period greater than 12 months. Employees must be eligible for a regular service retirement in order to receive this exemption.

9. In recognition of the agreed 6% salary savings for Fiscal Years 2012-2013 and 2013-2014, the County agrees to not impose through any meet and confer process an additional base salary reduction/deduction beyond the 6% contributed by employees represented by SSDA from the date of agreement through June 30, 2014. This provision does not prohibit the parties from introducing or discussing proposals within the scope of bargaining.

10. The County agrees to modify existing reduction-in-force policies to extend return rights for employees impacted by a reduction-in-force to two years. This extension of return rights will be permanent and apply to all permanent regular employees represented by SSDA who are terminated or demoted through a reduction in force action on or after July 1, 2012. The County also agrees to provide protection to current employees to ensure that in the event of future reductions-in-force they are not adversely impacted by less senior employees with greater return rights. Current 2010-2011 and 2011-2012 5% deduction agreements have three to five years temporary reinstatement. For example, an employee who received a reduction-in-force notice in January 2011 with five years of reinstatement rights would have return rights until January 2016. Employees in the same job class with greater seniority receiving a reduction in force notice in July 1, 2012 would only have reinstatement rights until July 14, 2014. During the transition period of implementing the two year reinstatement policy, the County agrees to modify reinstatement rights for individual employees subject to a reduction-in-force action to ensure the employee's return rights are extended beyond the reinstatement period granted to any less senior employee.

11. SSDA recognizes that the implementation of the 6% permanent salary deduction is not a form of discipline for individual employees and employees may not appeal this reduction in salary under any County appeal procedures.

12. Implementation of the 6% permanent salary deduction will not impact an employee's existing leave time accrual benefits (sick leave, vacation, etc.), retirement service credit or health insurance benefits.

13. Vacation cash outs will not be approved for employees participating in the 6% permanent salary deduction program in Fiscal Years 2012-2013 and 2013-2014; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.

14. Employees may voluntarily request unpaid Voluntary Time Off (VTO), as per County policy, in addition to the 6% salary deduction.

15. In the event the County reaches agreement on a new wage related or leave package with any other County bargaining unit for Fiscal Years 2012-2013 and 2013-2014 that contains provisions where the overall monetary/leave value of the package is more favorable than those contained in this agreement, the County agrees to extend those provisions to the SSDA.

16. The parties agree that in the event the State of California prohibits Stanislaus County from paying employee's retirement contribution to StanCERA and the County implements this legislation the agreement for the 6% deduction will be modified to equalize the impact of this change.

17. The Expiration Date of the Current Memorandum of Understanding between the County of Stanislaus and the Stanislaus Sworn Deputies Association will be extended from June 30, 2012 to June 30, 2014. In or around June 2012 at the request of SSDA the parties agree to meet over non-monetary items. Any changes must be by mutual agreement and will be attached as a side-letter to the agreement.

18. On or about March 1st of Fiscal Years 2011-2012 and 2012-2013 the County and the SSDA agree to meet to review the County's prior year Annual Financial Report. If the General Fund total revenue has returned to the 2005-2006 level the parties agree to meet and confer on salary increases to be effective the following July.

This Tentative Agreement is entered into between the County and SSDA and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by SSDA. 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 31 day of Oct, 2011

Jody Hayes
Stanislaus County

Francisco Soria
SSDA

Nancy Bronstein
Stanislaus County

Michael Jarvis
SSDA

TENTATIVE AGREEMENT

BETWEEN COUNTY OF STANISLAUS
AND
STANISLAUS COUNTY DEPUTY PROBATION OFFICER'S ASSOCIATION

RE: IMPLEMENTATION OF 6% SALARY DEDUCTION

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

Whereas, the County and SCDPOA agree the County continues to face an ongoing operational deficit requiring ongoing use of one-time funds to balance the County's budget. The parties further agree this structural shortfall in funding needs to be eliminated in order to ensure the sustainability of the organization; and

Whereas, the County and SCDPOA agree that both parties benefit from joint negotiations on salary and healthcare benefits in order to negotiate a total package that meets the needs of both the employees and the County.

Now therefore, the parties agree to the following terms and conditions of implementing a 6% permanent salary deduction and health benefits agreement:

1. Healthcare benefits are negotiated in joint discussions with all County bargaining units. The County and all bargaining units have negotiated a Healthcare agreement for the period of January 1, 2012 through December 31, 2014. (Attachment A)

2. The term of this agreement between the County and SCDPOA will be from July 1, 2012 through June 30, 2014.

3. All employees in the bargaining unit(s) represented by SCDPOA will receive a 6% permanent deduction in salary starting on the July 1, 2012 workday. The 6% permanent salary deduction will be on a pre-tax basis and will be calculated on the employee's base wage up to 2080 hours. The salary deduction will not decrease the compensation paid for extra pays (special assignment pay, etc.). Retirement contributions will not be withheld on behalf of the employee or County on the amount of salary deducted.

4. All employees receiving a 6% permanent salary deduction will receive 1.54 hours of special accrued leave time each pay period in which the 6% permanent salary deduction is taken, or an equivalent amount of special accrued leave time pro-rated based on the number of hours paid to the employee. The total special accrued leave time earned in each fiscal year will be 40 hours based on a 6% salary deduction for each 80 hours of paid time during 26 pay periods. Special accrued leave time will be administered in the same manner as vacation time for purposes of determining overtime eligibility.

5. Special accrued leave time will be reported as a separate accrual amount on each employee's payroll advice notice. Employees may go negative in their special accrual leave time balance up to a maximum of 40 hours, however employees may not go negative in any amount greater than the employee's current vacation accrual amount. Employees may not carry a negative balance over at the end of each fiscal year. If an employee has a negative balance at the end of the fiscal year, or upon separation from employment, the County will reduce the employee's vacation accrual amount by an equal portion to balance the employee's special accrued leave time to zero.

6. Special accrued leave time will be utilized during any period of office closure approved by the Board of Supervisors. Office closure schedules will be communicated by July 1 of each Fiscal Year for the entire Fiscal year. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services.

   Any remaining special accrued leave time not utilized during an office closure will be eligible for the employee to use as requested with the approval of their Department Head or designee. Department Heads may substitute the use of vacation with special accrued leave time as necessary, unless an employee is at the maximum level of vacation accrual.

7. Employees and departments are encouraged to schedule and utilize all special accrued leave time within the fiscal year in which it is accrued. Special accrued leave time not utilized will not expire (unless negotiated in the future per paragraph 8), does not have a vested cash value and may not be cashed out during employment or at the time of termination. Employees will not be able to accrue more than 80 hours of special accrued leave time. Employees who reach 80 hours of accumulation shall not accrue any additional special accrued leave time although the deduction will remain in place.

8. Special accrued leave time will be tied to the salary deduction for negotiation purposes and will be reduced as salaries are increased and then eliminated as salaries are restored in full. The expiration date for any accrued time still on the books will be established with the future elimination of special accrued leave time.

9. Employees retiring from County service will be exempted from 6% permanent salary deductions for a one year period prior to their identified date of retirement. In order to receive this exemption, retiring employees will need to sign an irrevocable notice of their retirement/resignation from County service on forms provided by the County. Employees may request Department Head approval to extend their planned retirement/resignation date, however, any approved extension of their planned retirement/resignation date will require an adjustment of salary deductions and special accrued leave time to ensure that the employee is not exempted from the salary deductions for a period greater than 12 months. Employees must be eligible for a regular service retirement in order to receive this exemption.

10. In recognition of the agreed 6% salary savings for Fiscal Years 2012-2013 and 2013-2014, the County agrees to not impose through any meet and confer process an additional base salary reduction/deduction beyond the 6% contributed by

employees represented by SCDPOA from the date of agreement through June 30, 2014. This provision does not prohibit the parties from introducing or discussing proposals within the scope of bargaining.

11. The County agrees to modify existing reduction-in-force policies to extend return rights for employees impacted by a reduction-in-force to two years. This extension of return rights will be permanent and apply to all permanent regular employees represented by SCDPOA who are terminated or demoted through a reduction in force action on or after July 1, 2012. The County also agrees to provide protection to current employees to ensure that in the event of future reductions-in-force they are not adversely impacted by less senior employees with greater return rights. Current 2010-2011 and 2011-2012 5% deduction agreements have three to five years temporary reinstatement. For example, an employee who received a reduction-in-force notice in January 2011 with five years of reinstatement rights would have return rights until January 2016. Employees in the same job class with greater seniority receiving a reduction in force notice in July 1, 2012 would only have reinstatement rights until July 14, 2014. During the transition period of implementing the two year reinstatement policy, the County agrees to modify reinstatement rights for individual employees subject to a reduction-in-force action to ensure the employee's return rights are extended beyond the reinstatement period granted to any less senior employee.

12. SCDPOA recognizes that the implementation of the 6% permanent salary deduction is not a form of discipline for individual employees and employees may not appeal this reduction in salary under any County appeal procedures.

13. Implementation of the 6% permanent salary deduction will not impact an employee's existing leave time accrual benefits (sick leave, vacation, etc.), retirement service credit or health insurance benefits.

14. Vacation cash outs will not be approved for employees participating in the 6% permanent salary deduction program in Fiscal Years 2012-2013 and 2013-2014; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.

15. Employees may voluntarily request unpaid Voluntary Time Off (VTO), as per County policy, in addition to the 6% salary deduction.

16. The parties agree that a base wage salary increase will not be implemented during the term of this agreement. In the event the County reaches agreement on a new wage related or leave package with any other County bargaining unit for Fiscal Years 2012-2013 and 2013-2014 that contains provisions where the overall monetary/leave value of the package is more favorable than those contained in this agreement, the County agrees to extend those provisions to the SCDPOA.

17. The parties agree that in the event the State of California prohibits Stanislaus County from paying employee's retirement contribution to StanCERA and the County implements this legislation the agreement for the 6% deduction will be modified to equalize the impact of this change.

This Tentative Agreement is entered into between the County and SCDPOA and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by SCDPOA. 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 22nd day of Sept., 2011

Jody Hayes
Stanislaus County

Labor Representative
SCDPOA

Nancy Bronstein
Stanislaus County

TENTATIVE AGREEMENT

BETWEEN COUNTY OF STANISLAUS
AND
STANISLAUS COUNTY PROBATION CORRECTION OFFICERS' ASSOCIATION

RE: IMPLEMENTATION OF 6% SALARY DEDUCTION

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

Whereas, the County and SCPCOA agree the County continues to face an ongoing operational deficit requiring ongoing use of one-time funds to balance the County's budget. The parties further agree this structural shortfall in funding needs to be eliminated in order to ensure the sustainability of the organization; and

Whereas, the County and SCPCOA agree that both parties benefit from joint negotiations on salary and healthcare benefits in order to negotiate a total package that meets the needs of both the employees and the County.

Now therefore, the parties agree to the following terms and conditions of implementing a 6% permanent salary deduction and health benefits agreement:

1. Healthcare benefits are negotiated in joint discussions with all County bargaining units. The County and all bargaining units have negotiated a Healthcare agreement for the period of January 1, 2012 through December 31, 2014. (Attachment A)

2. The term of this agreement between the County and SCPCOA will be from July 1, 2012 through June 30, 2014.

3. All employees in the bargaining unit(s) represented by SCPCOA will receive a 6% permanent deduction in salary starting on the July 1, 2012 workday. The 6% permanent salary deduction will be on a pre-tax basis and will be calculated on the employee's base wage up to 2080 hours. The salary deduction will not decrease the compensation paid for extra pays (special assignment pay, etc.). Retirement contributions will not be withheld on behalf of the employee or County on the amount of salary deducted.

4. All employees receiving a 6% permanent salary deduction will receive 1.54 hours of special accrued leave time each pay period in which the 6% permanent salary deduction is taken, or an equivalent amount of special accrued leave time pro-rated based on the number of hours paid to the employee. The total special accrued leave time earned in each fiscal year will be 40 hours based on a 6% salary deduction for each 80 hours of paid time during 26 pay periods. Special accrued leave time will be administered in the same manner as vacation time for purposes of determining overtime eligibility.

5. Special accrued leave time will be reported as a separate accrual amount on each employee's payroll advice notice. Employees may go negative in their special accrual leave time balance up to a maximum of 40 hours, however employees may not go negative in any amount greater than the employee's current vacation accrual amount. Employees may not carry a negative balance over at the end of each fiscal year. If an employee has a negative balance at the end of the fiscal year, or upon separation from employment, the County will reduce the employee's vacation accrual amount by an equal portion to balance the employee's special accrued leave time to zero.

6. Special accrued leave time will be utilized during any period of office closure approved by the Board of Supervisors. Office closure schedules will be communicated by July 1 of each Fiscal Year for the entire Fiscal year. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services.

   Any remaining special accrued leave time not utilized during an office closure will be eligible for the employee to use as requested with the approval of their Department Head or designee. Department Heads may substitute the use of vacation with special accrued leave time as necessary, unless an employee is at the maximum level of vacation accrual. Consistent with current standards for using vacation on the 6-3 work schedule, employees may also use the special accrued leave time to substitute for hours short to reach 80 hours paid per pay period when scheduled for less than 80 hours.

7. Employees and departments are encouraged to schedule and utilize all special accrued leave time within the fiscal year in which it is accrued. Special accrued leave time not utilized will not expire (unless negotiated in the future per paragraph 8), does not have a vested cash value and may not be cashed out during employment or at the time of termination. Employees will not be able to accrue more than 80 hours of special accrued leave time. Employees who reach 80 hours of accumulation shall not accrue any additional special accrued leave time although the deduction will remain in place.

8. Special accrued leave time will be tied to the salary deduction for negotiation purposes and will be reduced as salaries are increased and then eliminated as salaries are restored in full. The expiration date for any accrued time still on the books will be established with the future elimination of special accrued leave time.

9. Employees retiring from County service will be exempted from 6% permanent salary deductions for a one year period prior to their identified date of retirement. In order to receive this exemption, retiring employees will need to sign an irrevocable notice of their retirement/resignation from County service on forms provided by the County. Employees may request Department Head approval to extend their planned retirement/resignation date, however, any approved extension of their planned retirement/resignation date will require an adjustment of salary deductions and special accrued leave time to ensure that the employee is not exempted from the salary deductions for a period greater than 12 months. Employees must be eligible for a regular service retirement in order to receive this exemption.

10. In recognition of the agreed 6% salary savings for Fiscal Years 2012-2013 and 2013-2014, the County agrees to not impose through any meet and confer process an additional base salary reduction/deduction beyond the 6% contributed by employees represented by SCPCOA from the date of agreement through June 30, 2014. This provision does not prohibit the parties from introducing or discussing proposals within the scope of bargaining.

11. The County agrees to modify existing reduction-in-force policies to extend return rights for employees impacted by a reduction-in-force to two years. This extension of return rights will be permanent and apply to all permanent regular employees represented by SCPCOA who are terminated or demoted through a reduction in force action on or after July 1, 2012. The County also agrees to provide protection to current employees to ensure that in the event of future reductions-in-force they are not adversely impacted by less senior employees with greater return rights. Current 2010-2011 and 2011-2012 5% deduction agreements have three to five years temporary reinstatement. For example, an employee who received a reduction-in-force notice in January 2011 with five years of reinstatement rights would have return rights until January 2016. Employees in the same job class with greater seniority receiving a reduction in force notice in July 1, 2012 would only have reinstatement rights until July 14, 2014. During the transition period of implementing the two year reinstatement policy, the County agrees to modify reinstatement rights for individual employees subject to a reduction-in-force action to ensure the employee's return rights are extended beyond the reinstatement period granted to any less senior employee.

12. SCPCOA recognizes that the implementation of the 6% permanent salary deduction is not a form of discipline for individual employees and employees may not appeal this reduction in salary under any County appeal procedures.

13. Implementation of the 6% permanent salary deduction will not impact an employee's existing leave time accrual benefits (sick leave, vacation, etc.), retirement service credit or health insurance benefits.

14. Vacation cash outs will not be approved for employees participating in the 6% permanent salary deduction program in Fiscal Years 2012-2013 and 2013-2014; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.

15. Employees may voluntarily request unpaid Voluntary Time Off (VTO), as per County policy, in addition to the 6% salary deduction.

16. The parties agree that a base wage salary increase will not be implemented during the term of this agreement. In the event the County reaches agreement on a new wage related or leave package with any other County bargaining unit for Fiscal Years 2012-2013 and 2013-2014 that contains provisions where the overall monetary/leave value of the package is more favorable than those contained in this agreement, the County agrees to extend those provisions to the SCPCOA.

17. The parties agree that in the event the State of California prohibits Stanislaus County from paying employee's retirement contribution to StanCERA and the County implements this legislation the agreement for the 6% deduction will be modified to equalize the impact of this change.

18. The County agrees to make a good faith effort to resolve any issues at the Probation department related to approval ~~of the~~ use vacation time, Comp time or SALT.
and of

This Tentative Agreement is entered into between the County and SCPCOA and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by SCPCOA. 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 22 day of Sept, 2011

Jody Hayes
Stanislaus County

Labor Representative
SCPCOA

Nancy Bronstein
Stanislaus County

TENTATIVE AGREEMENT

BETWEEN COUNTY OF STANISLAUS
AND
STANISLAUS REGIONAL EMERGENCY DISPATCHERS ASSOCIATION

RE: IMPLEMENTATION OF 6% SALARY DEDUCTION

Pursuant to this agreement between the County of Stanislaus (County) and the Stanislaus Regional Emergency Dispatchers Association (SREDA), the parties agree as follows:

Whereas, the County and SREDA agree the County continues to face an ongoing operational deficit requiring ongoing use of one-time funds to balance the County's budget. The parties further agree this structural shortfall in funding needs to be eliminated in order to ensure the sustainability of the organization; and

Whereas, the County and SREDA agree that both parties benefit from joint negotiations on salary and healthcare benefits in order to negotiate a total package that meets the needs of both the employees and the County.

Now therefore, the parties agree to the following terms and conditions of implementing a 6% permanent salary deduction and health benefits agreement:

1. Healthcare benefits are negotiated in joint discussions with all County bargaining units. The County and all bargaining units have negotiated a Healthcare agreement for the period of January 1, 2012 through December 31, 2014. (Attachment A)

2. The term of this agreement between the County and SREDA will be from July 1, 2012 through June 30, 2014.

3. All employees in the bargaining unit(s) represented by SREDA will receive a 6% permanent deduction in salary starting on the July 1, 2012 workday. The 6% permanent salary deduction will be on a pre-tax basis and will be calculated on the employee's base wage up to 2080 hours. The salary deduction will not decrease the compensation paid for extra pays (special assignment pay, etc.). Retirement contributions will not be withheld on behalf of the employee or County on the amount of salary deducted.

4. All employees receiving a 6% permanent salary deduction will receive 1.54 hours of special accrued leave time each pay period in which the 6% permanent salary deduction is taken, or an equivalent amount of special accrued leave time pro-rated based on the number of hours paid to the employee. The total special accrued leave time earned in each fiscal year will be 40 hours based on a 6% salary deduction for each 80 hours of paid time during 26 pay periods. Special accrued leave time will be administered in the same manner as vacation time for purposes of determining overtime eligibility.

5. Special accrued leave time will be reported as a separate accrual amount on each employee's payroll advice notice. Employees may go negative in their special accrual leave time balance up to a maximum of 40 hours, however employees may not go negative in any amount greater than the employee's current vacation accrual amount. Employees may not carry a negative balance over at the end of each fiscal year. If an employee has a negative balance at the end of the fiscal year, or upon separation from employment, the County will reduce the employee's vacation accrual amount by an equal portion to balance the employee's special accrued leave time to zero.

6. Special accrued leave time will be utilized during any period of office closure approved by the Board of Supervisors. Office closure schedules will be communicated by July 1 of each Fiscal Year for the entire Fiscal year. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services.

   Any remaining special accrued leave time not utilized during an office closure will be eligible for the employee to use as requested with the approval of their Department Head or designee. Department Heads may substitute the use of vacation with special accrued leave time as necessary, unless an employee is at the maximum level of vacation accrual.

7. Employees and departments are encouraged to schedule and utilize all special accrued leave time within the fiscal year in which it is accrued. Special accrued leave time not utilized will not expire (unless negotiated in the future per paragraph 8), does not have a vested cash value and may not be cashed out during employment or at the time of termination. Employees will not be able to accrue more than 80 hours of special accrued leave time. Employees who reach 80 hours of accumulation shall not accrue any additional special accrued leave time although the deduction will remain in place.

8. Special accrued leave time will be tied to the salary deduction for negotiation purposes and will be reduced as salaries are increased and then eliminated as salaries are restored in full. The expiration date for any accrued time still on the books will be established with the future elimination of special accrued leave time.

9. Employees retiring from County service will be exempted from 6% permanent salary deductions for a one year period prior to their identified date of retirement. In order to receive this exemption, retiring employees will need to sign an irrevocable notice of their retirement/resignation from County service on forms provided by the County. Employees may request Department Head approval to extend their planned retirement/resignation date, however, any approved extension of their planned retirement/resignation date will require an adjustment of salary deductions and special accrued leave time to ensure that the employee is not exempted from the salary deductions for a period greater than 12 months. Employees must be eligible for a regular service retirement in order to receive this exemption.

10. In recognition of the agreed 6% salary savings for Fiscal Years 2012-2013 and 2013-2014, the County agrees to not impose through any meet and confer process an additional base salary reduction/deduction beyond the 6% contributed by

employees represented by SREDA from the date of agreement through June 30, 2014. This provision does not prohibit the parties from introducing or discussing proposals within the scope of bargaining.

11. The County agrees to modify existing reduction-in-force policies to extend return rights for employees impacted by a reduction-in-force to two years. This extension of return rights will be permanent and apply to all permanent regular employees represented by SREDA who are terminated or demoted through a reduction in force action on or after July 1, 2012. The County also agrees to provide protection to current employees to ensure that in the event of future reductions-in-force they are not adversely impacted by less senior employees with greater return rights. Current 2010-2011 and 2011-2012 5% deduction agreements have three to five years temporary reinstatement. For example, an employee who received a reduction-in-force notice in January 2011 with five years of reinstatement rights would have return rights until January 2016. Employees in the same job class with greater seniority receiving a reduction in force notice in July 1, 2012 would only have reinstatement rights until July 14, 2014. During the transition period of implementing the two year reinstatement policy, the County agrees to modify reinstatement rights for individual employees subject to a reduction-in-force action to ensure the employee's return rights are extended beyond the reinstatement period granted to any less senior employee.

12. SREDA recognizes that the implementation of the 6% permanent salary deduction is not a form of discipline for individual employees and employees may not appeal this reduction in salary under any County appeal procedures.

13. Implementation of the 6% permanent salary deduction will not impact an employee's existing leave time accrual benefits (sick leave, vacation, etc.), retirement service credit or health insurance benefits.

14. Vacation cash outs will not be approved for employees participating in the 6% permanent salary deduction program in Fiscal Years 2012-2013 and 2013-2014; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.

15. Employees may voluntarily request unpaid Voluntary Time Off (VTO), as per County policy, in addition to the 6% salary deduction.

16. The parties agree that a base wage salary increase will not be implemented during the term of this agreement. In the event the County reaches agreement on a new wage related or leave package with any other County bargaining unit for Fiscal Years 2012-2013 and 2013-2014 that contains provisions where the overall monetary/leave value of the package is more favorable than those contained in this agreement, the County agrees to extend those provisions to the SREDA.

17. The parties agree that in the event the State of California prohibits Stanislaus County from paying employee's retirement contribution to StanCERA and the County implements this legislation the agreement for the 6% deduction will be modified to equalize the impact of this change.

This Tentative Agreement is entered into between the County and SREDA and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by SREDA. 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 ~~Sept.~~ 22nd day of Sept., 2011

Jody Hayes
Stanislaus County

Labor Representative
SREDA

Nancy Bronstein
Stanislaus County

TENTATIVE AGREEMENT

BETWEEN COUNTY OF STANISLAUS
AND
STANISLAUS COUNTY SHERIFF SUPERVISORS ASSOCIATION

RE: IMPLEMENTATION OF 6% SALARY DEDUCTION

Pursuant to this agreement between the County of Stanislaus (County) and the Stanislaus County Sheriff Supervisors Association (SCSSA), the parties agree as follows:

Whereas, the County and SCSSA agree the County continues to face an ongoing operational deficit requiring ongoing use of one-time funds to balance the County's budget. The parties further agree this structural shortfall in funding needs to be eliminated in order to ensure the sustainability of the organization; and

Whereas, the County and SCSSA agree that both parties benefit from joint negotiations on salary and healthcare benefits in order to negotiate a total package that meets the needs of both the employees and the County.

Now therefore, the parties agree to the following terms and conditions of implementing a 6% permanent salary deduction and health benefits agreement:

1. Healthcare benefits are negotiated in joint discussions with all County bargaining units. The County and all bargaining units have negotiated a Healthcare agreement for the period of January 1, 2012 through December 31, 2014. (Attachment A)

2. The term of this agreement between the County and SCSSA will be from July 1, 2012 through June 30, 2014.

3. All employees in the bargaining unit(s) represented by SCSSA will receive a 6% permanent deduction in salary starting on the July 1, 2012 workday. The 6% permanent salary deduction will be on a pre-tax basis and will be calculated on the employee's base wage up to 2080 hours. The salary deduction will not decrease the compensation paid for extra pays (special assignment pay, etc.). Retirement contributions will not be withheld on behalf of the employee or County on the amount of salary deducted.

4. All employees receiving a 6% permanent salary deduction will receive 1.54 hours of special accrued leave time each pay period in which the 6% permanent salary deduction is taken, or an equivalent amount of special accrued leave time pro-rated based on the number of hours paid to the employee. The total special accrued leave time earned in each fiscal year will be 40 hours based on a 6% salary deduction for each 80 hours of paid time during 26 pay periods. Special accrued leave time will be administered in the same manner as vacation time for purposes of determining overtime eligibility.

employees represented by SCSSA from the date of agreement through June 30, 2014. This provision does not prohibit the parties from introducing or discussing proposals within the scope of bargaining.

11. The County agrees to modify existing reduction-in-force policies to extend return rights for employees impacted by a reduction-in-force to two years. This extension of return rights will be permanent and apply to all permanent regular employees represented by SCSSA who are terminated or demoted through a reduction in force action on or after July 1, 2012. The County also agrees to provide protection to current employees to ensure that in the event of future reductions-in-force they are not adversely impacted by less senior employees with greater return rights. Current 2010-2011 and 2011-2012 5% deduction agreements have three to five years temporary reinstatement. For example, an employee who received a reduction-in-force notice in January 2011 with five years of reinstatement rights would have return rights until January 2016. Employees in the same job class with greater seniority receiving a reduction in force notice in July 1, 2012 would only have reinstatement rights until July 14, 2014. During the transition period of implementing the two year reinstatement policy, the County agrees to modify reinstatement rights for individual employees subject to a reduction-in-force action to ensure the employee's return rights are extended beyond the reinstatement period granted to any less senior employee.

12. SCSSA recognizes that the implementation of the 6% permanent salary deduction is not a form of discipline for individual employees and employees may not appeal this reduction in salary under any County appeal procedures.

13. Implementation of the 6% permanent salary deduction will not impact an employee's existing leave time accrual benefits (sick leave, vacation, etc.), retirement service credit or health insurance benefits.

14. Vacation cash outs will not be approved for employees participating in the 6% permanent salary deduction program in Fiscal Years 2012-2013 and 2013-2014; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.

15. Employees may voluntarily request unpaid Voluntary Time Off (VTO), as per County policy, in addition to the 6% salary deduction.

16. The parties agree that a base wage salary increase will not be implemented during the term of this agreement. In the event the County reaches agreement on a new wage related or leave package with any other County bargaining unit for Fiscal Years 2012-2013 and 2013-2014 that contains provisions where the overall monetary/leave value of the package is more favorable than those contained in this agreement, the County agrees to extend those provisions to the SCSSA.

17. The parties agree that in the event the State of California prohibits Stanislaus County from paying employee's retirement contribution to StanCERA and the County implements this legislation the agreement for the 6% deduction will be modified to equalize the impact of this change.

This Tentative Agreement is entered into between the County and SCSSA and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by SCSSA. 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 22 day of SEPTEMBER, 2011

Jody Hayes
Stanislaus County

Labor Representative
SCSSA

Nancy Bronstein
Stanislaus County

TENTATIVE AGREEMENT

BETWEEN COUNTY OF STANISLAUS
AND
STANISLAUS COUNTY SHERIFF'S MANAGEMENT ASSOCIATION

RE: IMPLEMENTATION OF 6% SALARY DEDUCTION

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

Whereas, the County and SCSMA agree the County continues to face an ongoing operational deficit requiring ongoing use of one-time funds to balance the County's budget. The parties further agree this structural shortfall in funding needs to be eliminated in order to ensure the sustainability of the organization; and

Whereas, the County and SCSMA agree that both parties benefit from joint negotiations on salary and healthcare benefits in order to negotiate a total package that meets the needs of both the employees and the County.

Now therefore, the parties agree to the following terms and conditions of implementing a 6% permanent salary deduction and health benefits agreement:

1. Healthcare benefits are negotiated in joint discussions with all County bargaining units. The County and all bargaining units have negotiated a Healthcare agreement for the period of January 1, 2012 through December 31, 2014. (Attachment A)

2. The term of this agreement between the County and SCSMA will be from July 1, 2012 through June 30, 2014.

3. All employees in the bargaining unit(s) represented by SCSMA will receive a 6% permanent deduction in salary starting on the July 1, 2012 workday. The 6% permanent salary deduction will be on a pre-tax basis and will be calculated on the employee's base wage up to 2080 hours. The salary deduction will not decrease the compensation paid for extra pays (special assignment pay, etc.). Retirement contributions will not be withheld on behalf of the employee or County on the amount of salary deducted.

4. All employees receiving a 6% permanent salary deduction will receive 1.54 hours of special accrued leave time each pay period in which the 6% permanent salary deduction is taken, or an equivalent amount of special accrued leave time pro-rated based on the number of hours paid to the employee. The total special accrued leave time earned in each fiscal year will be 40 hours based on a 6% salary deduction for each 80 hours of paid time during 26 pay periods. Special accrued leave time will be administered in the same manner as vacation time for purposes of determining overtime eligibility.

5. Special accrued leave time will be reported as a separate accrual amount on each employee's payroll advice notice. Employees may go negative in their special accrual leave time balance up to a maximum of 40 hours, however employees may not go negative in any amount greater than the employee's current vacation accrual amount. Employees may not carry a negative balance over at the end of each fiscal year. If an employee has a negative balance at the end of the fiscal year, or upon separation from employment, the County will reduce the employee's vacation accrual amount by an equal portion to balance the employee's special accrued leave time to zero.

6. Special accrued leave time will be utilized during any period of office closure approved by the Board of Supervisors. Office closure schedules will be communicated by July 1 of each Fiscal Year for the entire Fiscal year. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services.

   Any remaining special accrued leave time not utilized during an office closure will be eligible for the employee to use as requested with the approval of their Department Head or designee. Department Heads may substitute the use of vacation with special accrued leave time as necessary, unless an employee is at the maximum level of vacation accrual.

7. Employees and departments are encouraged to schedule and utilize all special accrued leave time within the fiscal year in which it is accrued. Special accrued leave time not utilized will not expire (unless negotiated in the future per paragraph 8), does not have a vested cash value and may not be cashed out during employment or at the time of termination. Employees will not be able to accrue more than 80 hours of special accrued leave time. Employees who reach 80 hours of accumulation shall not accrue any additional special accrued leave time although the deduction will remain in place.

8. Special accrued leave time will be tied to the salary deduction for negotiation purposes and will be reduced as salaries are increased and then eliminated as salaries are restored in full. The expiration date for any accrued time still on the books will be established with the future elimination of special accrued leave time.

9. Employees retiring from County service will be exempted from 6% permanent salary deductions for a one year period prior to their identified date of retirement. In order to receive this exemption, retiring employees will need to sign an irrevocable notice of their retirement/resignation from County service on forms provided by the County. Employees may request Department Head approval to extend their planned retirement/resignation date, however, any approved extension of their planned retirement/resignation date will require an adjustment of salary deductions and special accrued leave time to ensure that the employee is not exempted from the salary deductions for a period greater than 12 months. Employees must be eligible for a regular service retirement in order to receive this exemption.

10. In recognition of the agreed 6% salary savings for Fiscal Years 2012-2013 and 2013-2014, the County agrees to not impose through any meet and confer process an additional base salary reduction/deduction beyond the 6% contributed by

employees represented by SCSMA from the date of agreement through June 30, 2014. This provision does not prohibit the parties from introducing or discussing proposals within the scope of bargaining.

11. The County agrees to modify existing reduction-in-force policies to extend return rights for employees impacted by a reduction-in-force to two years. This extension of return rights will be permanent and apply to all permanent regular employees represented by SCSMA who are terminated or demoted through a reduction in force action on or after July 1, 2012. The County also agrees to provide protection to current employees to ensure that in the event of future reductions-in-force they are not adversely impacted by less senior employees with greater return rights. Current 2010-2011 and 2011-2012 5% deduction agreements have three to five years temporary reinstatement. For example, an employee who received a reduction-in-force notice in January 2011 with five years of reinstatement rights would have return rights until January 2016. Employees in the same job class with greater seniority receiving a reduction in force notice in July 1, 2012 would only have reinstatement rights until July 14, 2014. During the transition period of implementing the two year reinstatement policy, the County agrees to modify reinstatement rights for individual employees subject to a reduction-in-force action to ensure the employee's return rights are extended beyond the reinstatement period granted to any less senior employee.

12. SCSMA recognizes that the implementation of the 6% permanent salary deduction is not a form of discipline for individual employees and employees may not appeal this reduction in salary under any County appeal procedures.

13. Implementation of the 6% permanent salary deduction will not impact an employee's existing leave time accrual benefits (sick leave, vacation, etc.), retirement service credit or health insurance benefits.

14. Vacation cash outs will not be approved for employees participating in the 6% permanent salary deduction program in Fiscal Years 2012-2013 and 2013-2014; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.

15. Employees may voluntarily request unpaid Voluntary Time Off (VTO), as per County policy, in addition to the 6% salary deduction.

16. The parties agree that a base wage salary increase will not be implemented during the term of this agreement. In the event the County reaches agreement on a new wage related or leave package with any other County bargaining unit for Fiscal Years 2012-2013 and 2013-2014 that contains provisions where the overall monetary/leave value of the package is more favorable than those contained in this agreement, the County agrees to extend those provisions to the SCSMA.

17. The parties agree that in the event the State of California prohibits Stanislaus County from paying employee's retirement contribution to StanCERA and the County implements this legislation the agreement for the 6% deduction will be modified to equalize the impact of this change.

This Tentative Agreement is entered into between the County and SCSMA and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by SCSMA. 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 22nd day of Sept., 2011

Jody Hayes
Stanislaus County

Labor Representative
SCSMA

Nancy Bronstein
Stanislaus County

TENTATIVE AGREEMENT

BETWEEN COUNTY OF STANISLAUS
AND
STANISLAUS COUNTY DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION

RE: IMPLEMENTATION OF 6% SALARY DEDUCTION

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 and SCDAIA agree the County continues to face an ongoing operational deficit requiring ongoing use of one-time funds to balance the County's budget. The parties further agree this structural shortfall in funding needs to be eliminated in order to ensure the sustainability of the organization; and

Whereas, the County and SCDAIA agree that both parties benefit from joint negotiations on salary and healthcare benefits in order to negotiate a total package that meets the needs of both the employees and the County.

Now therefore, the parties agree to the following terms and conditions of implementing a 6% permanent salary deduction and health benefits agreement:

1. Healthcare benefits are negotiated in joint discussions with all County bargaining units. The County and all bargaining units have negotiated a Healthcare agreement for the period of January 1, 2012 through December 31, 2014. (Attachment A)

2. The term of this agreement between the County and SCDAIA will be from July 1, 2012 through June 30, 2014.

3. All employees in the bargaining unit(s) represented by SCDAIA will receive a 6% permanent deduction in salary starting on the July 1, 2012 workday. The 6% permanent salary deduction will be on a pre-tax basis and will be calculated on the employee's base wage up to 2080 hours. The salary deduction will not decrease the compensation paid for extra pays (special assignment pay, etc.). Retirement contributions will not be withheld on behalf of the employee or County on the amount of salary deducted.

4. All employees receiving a 6% permanent salary deduction will receive 1.54 hours of special accrued leave time each pay period in which the 6% permanent salary deduction is taken, or an equivalent amount of special accrued leave time pro-rated based on the number of hours paid to the employee. The total special accrued leave time earned in each fiscal year will be 40 hours based on a 6% salary deduction for each 80 hours of paid time during 26 pay periods. Special accrued leave time will be administered in the same manner as vacation time for purposes of determining overtime eligibility.

5. Special accrued leave time will be reported as a separate accrual amount on each employee's payroll advice notice. Employees may go negative in their special accrual leave time balance up to a maximum of 40 hours, however employees may not go negative in any amount greater than the employee's current vacation accrual amount. Employees may not carry a negative balance over at the end of each fiscal year. If an employee has a negative balance at the end of the fiscal year, or upon separation from employment, the County will reduce the employee's vacation accrual amount by an equal portion to balance the employee's special accrued leave time to zero.

6. Special accrued leave time will be utilized during any period of office closure approved by the Board of Supervisors. Office closure schedules will be communicated by July 1 of each Fiscal Year for the entire Fiscal year. With Department Head approval, employees may work during periods of approved office closures in limited circumstances to provide required County services.

   Any remaining special accrued leave time not utilized during an office closure will be eligible for the employee to use as requested with the approval of their Department Head or designee. Department Heads may substitute the use of vacation with special accrued leave time as necessary, unless an employee is at the maximum level of vacation accrual.

7. Employees and departments are encouraged to schedule and utilize all special accrued leave time within the fiscal year in which it is accrued. Special accrued leave time not utilized will not expire (unless negotiated in the future per paragraph 8), does not have a vested cash value and may not be cashed out during employment or at the time of termination. Employees will not be able to accrue more than 80 hours of special accrued leave time. Employees who reach 80 hours of accumulation shall not accrue any additional special accrued leave time although the deduction will remain in place.

8. Special accrued leave time will be tied to the salary deduction for negotiation purposes and will be reduced as salaries are increased and then eliminated as salaries are restored in full. The expiration date for any accrued time still on the books will be established with the future elimination of special accrued leave time.

9. Employees retiring from County service will be exempted from 6% permanent salary deductions for a one year period prior to their identified date of retirement. In order to receive this exemption, retiring employees will need to sign an irrevocable notice of their retirement/resignation from County service on forms provided by the County. Employees may request Department Head approval to extend their planned retirement/resignation date, however, any approved extension of their planned retirement/resignation date will require an adjustment of salary deductions and special accrued leave time to ensure that the employee is not exempted from the salary deductions for a period greater than 12 months. Employees must be eligible for a regular service retirement in order to receive this exemption.

10. In recognition of the agreed 6% salary savings for Fiscal Years 2012-2013 and 2013-2014, the County agrees to not impose through any meet and confer process an additional base salary reduction/deduction beyond the 6% contributed by

employees represented by SCDAIA from the date of agreement through June 30, 2014. This provision does not prohibit the parties from introducing or discussing proposals within the scope of bargaining.

11. The County agrees to modify existing reduction-in-force policies to extend return rights for employees impacted by a reduction-in-force to two years. This extension of return rights will be permanent and apply to all permanent regular employees represented by SCDAIA who are terminated or demoted through a reduction in force action on or after July 1, 2012. The County also agrees to provide protection to current employees to ensure that in the event of future reductions-in-force they are not adversely impacted by less senior employees with greater return rights. Current 2010-2011 and 2011-2012 5% deduction agreements have three to five years temporary reinstatement. For example, an employee who received a reduction-in-force notice in January 2011 with five years of reinstatement rights would have return rights until January 2016. Employees in the same job class with greater seniority receiving a reduction in force notice in July 1, 2012 would only have reinstatement rights until July 14, 2014. During the transition period of implementing the two year reinstatement policy, the County agrees to modify reinstatement rights for individual employees subject to a reduction-in-force action to ensure the employee's return rights are extended beyond the reinstatement period granted to any less senior employee.

12. SCDAIA recognizes that the implementation of the 6% permanent salary deduction is not a form of discipline for individual employees and employees may not appeal this reduction in salary under any County appeal procedures.

13. Implementation of the 6% permanent salary deduction will not impact an employee's existing leave time accrual benefits (sick leave, vacation, etc.), retirement service credit or health insurance benefits.

14. Vacation cash outs will not be approved for employees participating in the 6% permanent salary deduction program in Fiscal Years 2012-2013 and 2013-2014; individual MOU provisions will remain for employees reaching the vacation accrual maximum and denied the use of vacation.

15. Employees may voluntarily request unpaid Voluntary Time Off (VTO), as per County policy, in addition to the 6% salary deduction.

16. The parties agree that a base wage salary increase will not be implemented during the term of this agreement. In the event the County reaches agreement on a new wage related or leave package with any other County bargaining unit for Fiscal Years 2012-2013 and 2013-2014 that contains provisions where the overall monetary/leave value of the package is more favorable than those contained in this agreement, the County agrees to extend those provisions to the SCDAIA.

17. The parties agree that in the event the State of California prohibits Stanislaus County from paying employee's retirement contribution to StanCERA and the County implements this legislation the agreement for the 6% deduction will be modified to equalize the impact of this change.

18. The Parties agree that there is a dispute over whether binding arbitration for discipline and grievances is currently recognized for District Attorney Investigators. The parties further agree upon approval of this agreement by the Board of Supervisors that the binding arbitration provision for discipline and grievances will be in place for District Attorney Investigators and attached to this agreement.

19. An employee ordered to work on a regular day off (RDO), a compensatory time off (CTO) day, or approved vacation day, shall be compensated at time and one half for time worked. An employee who volunteers to work on a RDO, CTO or vacation day, shall be paid in accordance with Section 7C of the agreement.

This Tentative Agreement is entered into between the County and SCDAIA and is subject to any applicable ratification/approval procedures of the bargaining unit as determined by SCDAIA. 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 22ND day of SEPT., 2011

Jody Hayes
Stanislaus County

Labor Representative
SCDAIA

Nancy Bronstein
Stanislaus County

B-7
11-8-11

Approval of Salary Saving Agreements Effective July 1, 2012

Stanislaus County
Striving to be the Best

November 8, 2011

Background

- CEO Senior Staff and Departments actively working to develop budget solutions to eliminate supplementing future operating budgets with one-time funds
- Currently projecting a General Fund budget deficit of $16.5 million in Budget Year 2012-2013 after use of $9.2 million in one-time funding
- Staff has been modeling options and alternatives to eliminate structural shortfall

Background

- 36% of County budget and 53% of General Fund used to cover salary and benefit cost
- Part of solution needs to be a reduction in these costs
- Have already taken steps to reduce salary and benefit cost in previous Fiscal Years

Stanislaus County
6% Salary Deduction Agreements

Ongoing Cost Reduction Strategies

- 5% salary deduction agreement for all County employees during Fiscal Years 2010-2011 and 2011-2012
- Reduction in retirement benefits for all employees hired after January 1, 2011
- Negotiated agreements with labor groups to address benefit cost increases

Stanislaus County
6% Salary Deduction Agreements

Ongoing Cost Reduction Strategies

- Maintain position vacancies and hiring freeze policy
- Reducing extra help or temporary staffing
- Reducing or eliminating out-of-County travel

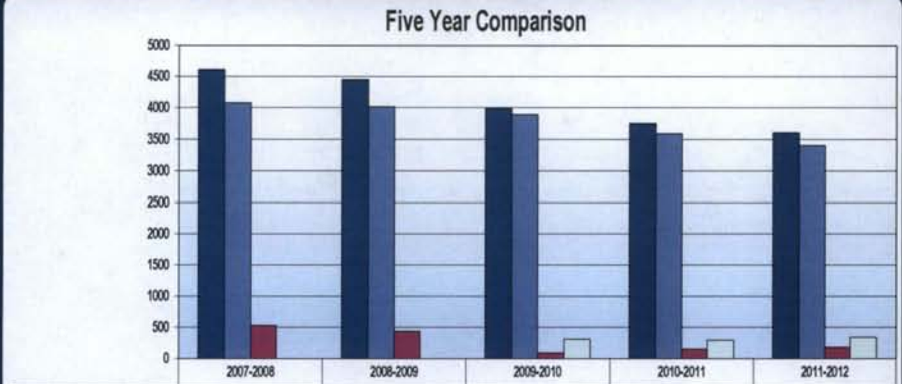
Stanislaus County
6% Salary Deduction Agreements

Ongoing Cost Reduction Strategies

- Modifications to compensation and benefit plans for unrepresented Management and Confidential employees
- Limits on vacation cash outs
- Reductions-in-force where necessary

Stanislaus County
6% Salary Deduction Agreements

5 Year Position History
Final Adopted Budget



	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Full-Time Allocated Positions	4603	4459	3990	3746	3607
Full-Time Employees	4071	4022	3889	3587	3413
Vacant Positions	532	437	101	159	194
Vacant Unfunded Positions	0	0	307	295	339

Stanislaus County
6% Salary Deduction Agreements

Labor Negotiations

- Invited labor groups to participate in joint discussions on both benefits and salary during Health Insurance Negotiations
- Current labor contracts and 5% salary deduction agreements expire June 30, 2012
- Salary discussions were voluntary, some groups declined

Stanislaus County
6% Salary Deduction Agreements

Labor Negotiations

- Signed tentative agreements with eight of the County's 12 bargaining units to implement a 6% permanent salary deduction to be effective July 1, 2012
- Seven County labor groups ratified agreements to reduce labor costs permanently by 6% effective July 1, 2012

Stanislaus County
6% Salary Deduction Agreements

Results of Negotiations

- Includes 48 hours of special accrued leave time (SALT)
- The seven labor groups have combined the 6% agreement with an extended labor agreement through June 30, 2014

Stanislaus County
6% Salary Deduction Agreements

Summary of 6% Agreements

- Employees will contribute 6% of their base wages each pay check through a salary deduction
- Deduction will lower County costs for base salary, payroll taxes and retirement
- Retiring employees may be exempted up to 12-months

Stanislaus County
6% Salary Deduction Agreements

Summary of 6% Agreements

- Employees will receive a credit of 1.52 hours of special accrued leave time each pay period (up to 48 hours per fiscal year)
  - Used during any planned office closure dates or by request of the employee
  - May carry forward unused SALT hours in the current fiscal year
  - May not accrue more than 40 hours of SALT at any given time
  - May not be cashed out

Stanislaus County
6% Salary Deduction Agreements

Summary of 6% Agreements

- Special accrued leave days will be reduced as future salary increases are negotiated
- For each 1% salary increase, one leave day will be eliminated until the employees' 6% salary deduction has been eliminated, along with 6 days of SALT

Labor Agreements and Extensions

- New labor agreements and Extensions with
  - Stanislaus Sworn Deputies Association
  - Deputy Probation Officers Association
  - Probation Correction Officers Association
  - Emergency Dispatchers' Association
  - Sheriff Supervisors' Association
  - Sheriff Management Association
  - District Attorney Investigators' Association
- Signed tentative agreement with the Deputy Sheriffs' Association
- Continued discussions with the California Nurses' Association

Unrepresented Employees

- 6% salary deduction applies to all unrepresented employees (Management, Confidential, Department Heads and Elected Officials)
  - May also be exempted up to 12-months prior to retirement
- Elected officials will not participate in special accrued leave time
- Sheriff has requested to have an additional 4% salary deduction in addition to the 6%

Stanislaus County
6% Salary Deduction Agreements

Fiscal Impact

- Estimated 6% salary savings for the seven approved bargaining units and unrepresented bargaining unit is $4.5 million for all funds
- Actual savings may be lower based on potential reductions in departmental revenue
- Estimated savings will assist in reducing operational costs in an effort to preserve jobs for existing County employees and maintain critical services to the community

Stanislaus County
6% Salary Deduction Agreements

Recommendations

1. Approve agreements with the following employee organizations to implement a six percent (6%) permanent salary deduction effective July 1, 2012;
   - Stanislaus Sworn Deputies Association
   - Stanislaus County Deputy Probation Officers' Association
   - Stanislaus County Probation Correction Officers' Association
   - Stanislaus Regional Emergency Dispatchers' Association
   - Stanislaus County Sheriff Supervisors' Association
   - Stanislaus County's Sheriff Management Association
   - Stanislaus County District Attorney Investigators' Association

Recommendations

2. Authorize the extension of the expiration date of current MOUs from June 30, 2012 to June 30, 2014 for the following labor organizations:
   - Stanislaus Sworn Deputies Association
   - Stanislaus County Deputy Probation Officers' Association
   - Stanislaus County Probation Correction Officers' Association
   - Stanislaus Regional Emergency Dispatchers' Association
   - Stanislaus County Sheriff Supervisors' Association
   - Stanislaus County Sheriff Management Association
   - Stanislaus County District Attorney Investigators' Association

Recommendations

3. Authorize the implementation of the 6% permanent salary deduction for unrepresented Management and Confidential employees and all Elected Officials effective July 1, 2012.
4. Authorize the implementation of an additional 4% salary deduction for the Sheriff Coroner effective July 1, 2012 through June 30, 2014.

Stanislaus County
6% Salary Deduction Agreements

Recommendations

5. Authorize CEO or designee to sign agreements.
6. Authorize the CEO and County Auditor-Controller to implement all terms and conditions of the approved agreements in compliance with State and Federal Laws.

Stanislaus County
6% Salary Deduction Agreements