



COUNTY OF SANTA CRUZ

PERSONNEL DEPARTMENT

701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060-4073
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MICHAEL J. MCDUGALL, DIRECTOR
AJITA PATEL, DEPUTY DIRECTOR

April 27, 2010

Agenda: May 4, 2010

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

**APPROVED AND FILED
BOARD OF SUPERVISORS**

DATE: *May 4, 2010*
COUNTY OF SANTA CRUZ
SUSANA MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY: *Charon Mitchell* DEPUTY

Approve the report regarding 2009-2010 furloughs; approve continuation of furloughs in various bargaining units for 2010-2011; cancel cost of living (COLA) increases for unrepresented employees including Elected Officials, County Counsel Attorneys, District Attorneys and Child Support Attorneys that are tied to County Counsel by their Memoranda of Understanding and applicable sections of the Personnel Regulations, and take related actions.

Dear Members of the Board:

Fiscal Year 2009-10 Concessions

As you are aware, given the extraordinary financial challenges in Fiscal Year 2009-2010, your Board approved the implementation of employee concessions which involved furloughs affecting every County employee bargaining unit. Most units implemented a 156 hour furlough which constituted a 7.5% reduction in hours of work and pay. This included elected officials, unrepresented employees, middle managers, corrections staff and others. The law enforcement units implemented a combination of concessions including pay cuts and furloughs which combined totaled 7.5% for all law enforcement personnel. The general representation unit implemented a 104 hour furlough which constituted a 5% reduction in hours of work and pay.

We would like to underscore the significant contribution of the County staff in addressing the unprecedented fiscal challenges caused by the worst recession since the Great Depression. Those contributions came both in the form of financial sacrifice and excellent public service during a difficult time. The impacts on County services were prioritized and managed to the community's best advantage and for that, we offer our appreciation.

In order to present the value of these contributions, the chart below summarizes the actual savings through April 2 from furloughs and concessions, projected for the remainder of the fiscal year. **The total savings is \$11,443,128.** The general fund portion of these savings is approximately \$7 million.

ACTUAL VALUE OF EMPLOYEE CONCESSIONS FY 2009/10

Unit*	Cost Savings as a %	Actual Savings (thru 4/2/10)	Total FY 09-10 Furlough Savings	Estimated Other Savings	Total
Middle Management Association	7.5%	\$1,441,202	\$1,873,562		\$1,873,562
Unrepresented	7.5%	\$901,296	\$1,171,685		\$1,171,685
DA & Child Support Attorneys	7.5%	\$226,928	\$295,006		\$295,006
Corrections	7.5%	\$485,048	\$630,563		\$630,563
Physicians	7.5%	\$150,432	\$195,562		\$195,562
DA Inspectors	7.5%	\$86,591	\$112,569		\$112,569
Law Enforcement (All)	7.5%	\$263,126	\$342,064	\$763,299	\$1,105,363
SEIU	5.0%	\$4,660,630	\$6,058,818		\$6,058,818
TOTALS		\$8,215,253	\$10,679,829	\$763,299	\$11,443,128
*Excludes Child Support					

Fiscal Year 2010-11 Concessions

On January 12, 2010, your Board received a mid-year budget report which projected a \$20 million general fund budget deficit for FY 2010-11 due to the continuing troubled economy and its effect on County resources. At that time, the Board directed the County Administrative Officer and Personnel Director to meet with all bargaining units to discuss options for reducing the projected budget deficit by considering the continuance of furloughs and other possible concessions.

Discussions regarding concessions have concluded with all units except Service Employees International Union (SEIU) Local 521, which represents the County's General Representation Unit. Talks are continuing with SEIU, and the proposed budget which appears elsewhere on today's agenda assumes a continuation of the 5% furlough for that unit. As you will recall, the County previously reached a multi year agreement with the Law Enforcement Unit (Deputies), Sheriffs Supervisory Unit (Sergeants), and the Sheriff's Middle Management Unit (Lieutenants) in conjunction with their contract negotiations last year. These agreements provided two years of concessions, through June of 2011 and therefore the three Law Enforcement groups were not part of these discussions.

Based on our current \$17 million general fund projected deficit and our discussions with the employee groups, staff is proposing to extend the furloughs for a second year, through June 2011.

Furlough Continuation

In accordance with the temporary layoff language in the existing Memoranda of Understanding (MOU) for each group, staff recommends that the second year of the furlough be handled administratively similar to last year. Staff recommends the County continue the two options from which employees may select a method for pay reduction which best suits their needs. The first option is the traditional method of a furlough that results in a reduction of pay in an amount equivalent to the furlough hours for the pay period in which the furlough is taken. The second option allows employees to assume a reduction of pay throughout the fiscal year in an amount equivalent to the total furlough hours, allowing employees to continue receiving pay but in a reduced amount even when furlough hours are taken. This option is referred to as "smoothing."

Additionally, at this time, the furlough will continue to be utilized as a "rolling furlough" which will be scheduled and managed by the departments on an individual employee basis. Staff has also informed the bargaining units that the "rolling furlough" could be varied to include specified furlough days upon implementation of a specific plan if SEIU continues their furlough schedule on specific dates.

Similar to last year, staff is recommending an exemption from furlough hours for employees assigned to Child Support Services as this function is entirely funded by the State and any reductions will adversely affect future allocations.

AVTO Program

Last year, your Board approved extending the AVTO Program that is currently in the SEIU MOU to the Middle Management Association (MMA) who indicated interest in this program. MMA has once again asked to make the AVTO Program available to its members for the fiscal year 2010-2011. Although the AVTO Program alone did not solve the economic deficit last year, it did provide some relief in helping with the County's financial problems and at the same time assisted in avoiding some potential layoffs. Therefore, staff recommends that the AVTO Program be extended again to MMA and also be continued for the Unrepresented Group as this group generally follows the MMA related to negotiated provisions. While the option to participate in the AVTO Program is available to all units, other units did not indicate an interest to participate in this program.

Concessions for Unrepresented Group, Elected Officials, County Counsel Attorneys and District Attorney/Child Support Attorneys

In December of 2007, the County conferred to the Unrepresented Employees, Elected Officials and the County Counsel Attorneys cost of living adjustments after a tentative agreement was approved by your Board with MMA and SEIU which also included similar cost of living increases, however lagging in implementation. Since 1991 the DA Attorney/Child Support Attorney Association salaries and benefits have been tied to the salaries and benefits of the equivalent County Counsel Attorney classifications through the tie provision in their MOU and Personnel Regulations. As such, the above mentioned cost of living increases were similarly provided to the DA Attorney/Child Support Attorneys. On June 13, 2010 the 2.5% cost of living increase is scheduled to be conferred to the Unrepresented Employees, Elected Officials, County Counsels and the DA Attorney/Child Support Attorneys. Given the County's current fiscal situation, staff recommends that the 2.5% cost of living increase be cancelled.

Value of Concessions

The estimated value of the proposed concessions for the units presented below total \$5,802,970 in FY 2010-11. If SEIU continues the furloughs at the 5% level, the estimated savings would be \$6,151,682. If they continue at a 7.5% level, the total savings would be \$9,227,524. The general fund savings would be approximately \$3,762,984 and \$5,644,476 respectively. Therefore conservatively, assuming SEIU participates at the 5% level, **the total projected savings for FY 2010-11 would be \$11,954,652 and the combined two year contributions by employees would total \$23,397,780.**

PROJECTED VALUE OF EMPLOYEE CONCESSIONS FY 2010/11

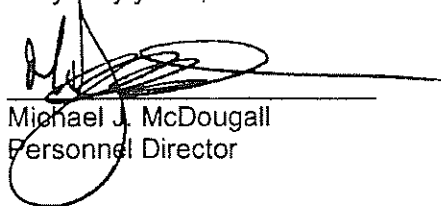
Unit*	Type of Concession	Cost Savings as a %	Projected Furlough Savings	Projected Other Savings	Total
Middle Management Association	Furlough	7.5%	\$1,893,007		\$1,893,007
Unrepresented	Furlough and Cancel COLA	10%	\$1,121,352	\$313,973	\$1,435,325
DA & Child Support Attorneys	Furlough and Cancel COLA	10%	\$323,911	\$92,565	\$416,476
Corrections	Furlough	7.5%	\$606,197		\$606,197
Physicians	Furlough	7.5%	\$221,782		\$221,782
DA Inspectors	Furlough	7.5%	\$99,639		\$99,639
Law Enforcement (All)	Furlough and Pay Cuts	7.5%	\$367,245	\$763,299	\$1,130,544
SEIU	PENDING	PENDING	PENDING	PENDING	
TOTALS			\$4,633,133	\$1,169,837	\$5,802,970
*Excludes Child Support					

IT IS THEREFORE RECOMMENDED that your Board:

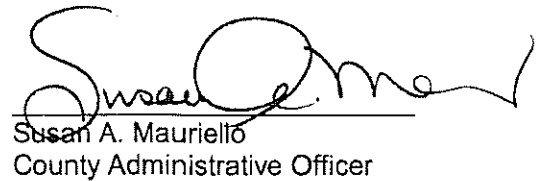
1. Approve the furlough programs described for the Unrepresented Executive Management (including Elected Officials and County Counsel Attorneys), District Attorney Inspector Association, Sheriff's Correctional Officers Association, Middle Management Association, Physician's Representation Unit, and the District Attorney & Child Support Attorney Association; and continue the concessions for the Law Enforcement Unit, Law Enforcement Sheriff's Supervisory Unit, and Law Enforcement Middle Management Unit pursuant to the MOU's.
2. Exempt the Office of Child Support Services from the furlough for all bargaining units.
3. Approve the AVTO Program for the Middle Management Association and the Unrepresented Group for the fiscal year 2010-2011 and authorize the Personnel Director to sign the attached side letter for the AVTO Program with the Middle Management Unit;

4. Cancel the June 13, 2010 cost of living increase (2.5%) for all Unrepresented Executive Management employees which includes Elected Officials, and County Counsel Attorneys, and the District Attorney/Child Support Attorneys that are tied to the County Counsel Attorney classifications by MOU and the applicable sections of Personnel Regulation Section 160;
5. Adopt the attached resolutions implementing the furlough, canceling the cost of living increases for specified groups and the AVTO Program for the specified units; and
6. Direct the County Administrative Officer, Auditor-Controller and Personnel Director to take any and all necessary administrative actions to effectuate the changes as discussed in this letter.

Very truly yours,



Michael J. McDougall
Personnel Director



Susan A. Mauriello
County Administrative Officer

MJM:ap

cc: Auditor-Controller; Personnel (2) ; All Department Heads; Patrick Murray, DA Inspector Association; David Cariaga, Correctional Officers Association; Bob Smith, Middle Management Association; Ross Taylor, District Attorneys/Child Support Attorney Association; Susan Strubbe, SEIU; Sue Wilson, UAPD; Carl Carey, Operating Engineers Local Union 3; Don Dietrich, Operating Engineers Local Union.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

REVISED

clean copy

RESOLUTION NO. 94-2010

On the motion of Supervisor Pirie
duly seconded by Supervisor Leopold
the following resolution is adopted:

**RESOLUTION TO IMPLEMENT CONCESSIONS FOR THE FISCAL YEAR 2010-2011
AND THE ADVANCED ENROLLMENT VOLUNTARY TIME OFF (AVTO) PROGRAM
FOR SPECIFIED UNITS**

WHEREAS, this Board of Supervisors approves negotiated provisions for the County officers, deputies, assistants, and employees; and

WHEREAS, the Board of Supervisors has directed Staff to meet with all bargaining units to negotiate concessions.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that a furlough plan be approved for the Unrepresented Executive Group including Elected Officials and County Counsel Attorneys for fiscal year July 1, 2010 through June 30, 2011. Employees will serve 156 hours of unpaid furlough time effective the pay period beginning 6/26/10.

BE IT FURTHER RESOLVED AND ORDERED that a furlough plan be approved for the Middle Management Association for fiscal year July 1, 2010 through June 30, 2011. Employees will serve 156 hours of unpaid furlough time effective the pay period beginning 6/26/10.

BE IT FURTHER RESOLVED AND ORDERED that a furlough plan be approved for the District Attorney Inspector Association for fiscal year July 1, 2010 through June 30, 2011. Employees will serve 156 hours of unpaid furlough time effective the pay period beginning 6/26/10.

BE IT FURTHER RESOLVED AND ORDERED that a furlough plan be approved for the District Attorney/Child Support Attorney Association for fiscal year July 1, 2010 through June 30, 2011. Employees will serve 156 hours of unpaid furlough time effective the pay period beginning 6/26/10.

BE IT FURTHER RESOLVED AND ORDERED that a furlough plan be approved for the Physician's Representation Unit for fiscal year July 1, 2010 through June 30, 2011. Employees will serve 156 hours of unpaid furlough time effective the pay period beginning 6/26/10.

BE IT FURTHER RESOLVED AND ORDERED that a furlough plan be continued for the Law Enforcement Unit, Law Enforcement Middle Mgt Unit, and Law Enforcement Supervisory Unit for fiscal year July 1, 2010 through June 30, 2011. Employees will serve 50 hours of unpaid furlough time each fiscal year effective the pay period beginning 6/26/10.

BE IT FURTHER RESOLVED AND ORDERED that a "rolling furlough" plan be approved for the Correctional Officers Association for fiscal year July 1, 2010 through June 30, 2011. Employees

assigned the 12 hour shift will serve 162 hours effective the pay period beginning June 26, 2010 and ending July 8, 2011. Employees assigned the 8 hours shift will serve 156 hours effective the pay period beginning June 26, 2010 and ending June 24, 2010.

BE IT FURTHER RESOLVED AND ORDERED that part-time employees, in all the bargaining units mentioned above, will participate in the furlough plan based on a prorated amount equivalent to their budgeted hours; but in no case shall any employee furlough such that their authorized hours are less than twenty hours (20) a week per the agreement with CALPers for medical contributions.

BE IT FURTHER RESOLVED AND ORDERED that furlough hours taken the day before and day after a holiday shall not impact holiday pay for any employees in the above-mentioned bargaining units.

BE IT FURTHER RESOLVED AND ORDERED that furlough hours will not impact probation hours, step advancement hours, county service hours, or seniority for any employees in the above mentioned bargaining units.

BE IT FURTHER RESOLVED AND ORDERED that an AVTO Program be implemented for the Middle Management Association and Unrepresented Executive Management Group with provisions identical to the SEIU AVTO Program, for the fiscal year 2010-2011.

BE IT FURTHER RESOLVED AND ORDERED that the 2.5% cost of living increase anticipated in June 2010 for all employees in the Unrepresented Group including Elected Officials and County Counsel Attorneys be canceled. Pursuant to the District Attorney/Child Support Attorney Memorandum of Understanding and Personnel Regulations the salary range and hourly rates for classes in the representation unit shall be the same as for the equivalent County Counsel classes; as such the 2.5% cost of living increase shall be canceled for all employees in the District Attorney/Child Support Attorney Unit.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Santa Cruz, State of California, this 4th day of May _____ 2010, by the following vote:

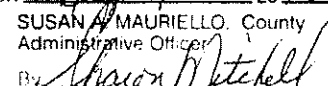
AYES:	SUPERVISORS	Leopold, Pirie, Coonerty, Stone and Campos
NOES:	SUPERVISORS	None
ABSENT:	SUPERVISORS	None
ABSTAIN:	SUPERVISORS	None

ATTEST: TESS FITZGERALD
Clerk of the Board

Approved as to form:


Assistant County Counsel

TONY CAMPOS
Chairperson of the Board

STATE OF CALIFORNIA)	SS
COUNTY OF SANTA CRUZ)	
I, SUSAN A. MAURIELLO, County Administrative Officer and ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California do hereby certify that the foregoing is a true and correct copy of the resolution passed and adopted by and entered in the minutes of the said board. In witness whereof I have hereunto set my hand and affixed the seal of the said Board on <u>May 4</u> 20 <u>10</u>		
SUSAN A. MAURIELLO, County Administrative Officer		
By 		

cc: Auditor-Controller; Personnel (2) ; All Department Heads; Partick Murray, DA Inspectors Association; David Cariaga, Correctional Officers Association; Bob Smith, Middle Management Association; Ross Taylor, District Attorneys/Child Support Attorney Association; Susan Strubbe, SEIU; Sue Wilson, UAPD; Carl Carey, Operating Engineers Local Union 3; Don Dietrich, Operating Engineers Local Union 3.

SIDE LETTER BETWEEN COUNTY OF SANTA CRUZ
AND MIDDLE MANAGEMENT ASSOCIATION

Advance Enrollment Voluntary Time Off with Accrual (AVTO)
For The Fiscal Year 10/11

A. Purpose


The County of Santa Cruz (County) agrees to establish and administer an Advance Enrollment Voluntary Time Off with Accrual Program (AVTO) for all County employees. The purpose of the AVTO Program is to prevent layoffs within the County of Santa Cruz. In the event that the Board of Supervisors (BOS) determines that layoffs are necessary, the Board will authorize the usage of the AVTO Program for the fiscal year within departments.

B. Procedure:

1. Employees will have a two (2) week enrollment period, from the date of authorization by the BOS, in which they may voluntarily elect to submit an application to reduce work hours in advance within the twelve (12) month fiscal period. Only employees who have attained permanent status with the County of Santa Cruz may participate in the AVTO program.
2. The application to participate in the AVTO shall be available to employees by request at the Personnel Office located at 701 Ocean Street, Rm 310. All employees will be notified in writing regarding the AVTO specifics and application location(s) prior to the implementation of the enrollment period.
3. Applications for voluntary leave shall be reviewed in good faith by the department head or department head designee. The department head or department head designee shall respond, in writing, to the application for voluntary leave under this program within twenty (20) calendar days.
4. The department head or department head designee shall approve the application or deny the application. Applications for voluntary leave will not be denied arbitrarily or capriciously. The decision of the department head or designee shall be final.
5. All persons in the AVTO will return to their original work schedule and pay status at the end of the twelve (12) month fiscal year. If an employee transfers, promotes, demotes, terminates, or in any other way vacates his or her position, that employee will be removed from the AVTO for the balance of the twelve (12) months. The Association acknowledges that if the AVTO savings are not realized then mid-fiscal year layoffs may be required.
6. AVTO may be taken in increments of at least one full hour. Employees may choose to request a block of AVTO within the fiscal year authorized by the BOS. **Example:** An employee may request a block of AVTO for any length of time within the twelve- (12) month fiscal period such as, but not limited to, a week, a month, or six (6) month period.
7. The County's contribution for the employer's contribution of medical, dental, retirement and life insurance for AVTO participants shall remain the same. The employee's medical, dental, retirement, vacation, sick, and administrative leave accrual and life insurance benefits shall remain the same during the AVTO leave.
8. AVTO shall apply toward time in service for step advancement.

9. AVTO shall not apply toward completion of probation.
 10. AVTO shall apply toward seniority for purposes of layoff.
 11. AVTO shall be granted without requiring employees to use vacation, sick and administrative leave.
 12. AVTO may be used the day before and the day after a regularly scheduled holiday without impact to holiday pay.
 13. AVTO shall not be considered paid leave for purposes of determining overtime eligibility.
 14. Differentials are not paid on AVTO hours.
 15. AVTO may affect PERS service credit. Employees shall be responsible for contacting PERS and confirming the effect of their participation in AVTO.
- C. This side-letter of agreement does not modify, abridge, or otherwise affect the current Memorandum of Understanding or other agreements between the County and the Association currently in effect.

DATE MAY 5, 2010

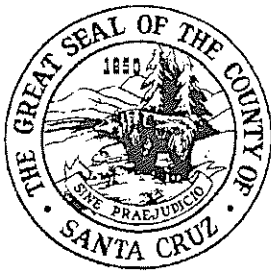


Michael J. McDougall
County of Santa Cruz

DATE 22 April 2010



Robert Smith
Middle Management Association



COUNTY OF SANTA CRUZ

PERSONNEL DEPARTMENT

701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060-4073
(831) 454-2600 FAX: (831) 454-2411 TDD: (831) 454-2123

MICHAEL J. McDOUGALL, DIRECTOR

June 18, 2010

**APPROVED AND FILED
BOARD OF SUPERVISORS**

DATE: *June 22, 2010*

COUNTY OF SANTA CRUZ

SUSAN A. MAURIELLO

EX-OFFICIO CLERK OF THE BOARD

BY *Sharon Mitchell* DEPUTY

Agenda: June 22, 2010

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 521
MEMORANDUM OF UNDERSTANDING (MOU) EXTENSION**

Dear Members of the Board:

A Tentative Agreement with the Service Employees International Union (SEIU) Local 521 was reached on June 7, 2010, and ratified by SEIU on June 16, 2010. The agreement provides for a one-year extension to the current MOU which expires on September 10, 2010. Attached for your approval is the proposed Amendment #1 to the MOU, which incorporates the following provisions:

1. A one-year extension of the MOU from 9/11/10 through 9/10/11;
2. A furlough of 5.77% equating to 120 hours (an increase of two additional days);
3. Greater flexibility in scheduling furloughs for 24 hour/7 day a week operations and flexibly scheduled employees;
4. A furlough exemption for employees assigned to the Child Support Services Department and certain classifications assigned to work in the Public Works Department Sanitation Operations Section;
5. A one-time increase in health care contributions for calendar year 2011 as set forth by CalPERS; and
6. Agreement to conduct a study to reduce the unfunded actuarial liability associated with retiree health care costs;

OS

Tentative Agreement Costs

The approximate cost of this tentative labor agreement and the sources of funding are set forth below:

	Contract Period 9/11/10-9/10/11	Tail	Total Cost
Cost of Health Care Increase	\$2,070,481	\$690,160	\$2,760,641
Negotiated Concession: two additional furlough days	(946,413)		(946,413)
Negotiated LTD Savings (1)	(243,000)	(81,000)	(324,000)
Other Required Financing(2)	\$881,068	\$609,160	\$1,490,228

1. SEIU has changed LTD coverage which has resulted in the savings noted above.
2. In addition to the offsets noted above, the increases in FY 2010/11 are also financed by reimbursements through the Federal Early Retiree Reinsurance program, which is a part of the Healthcare Reform Act of 2010, Federal and State funds, departmental revenues, salary savings, and general funds.

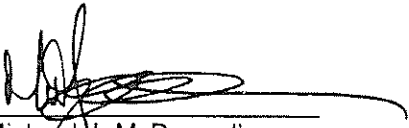
The County Procedures Manual requires that all MOU agreements be placed on your Board's agenda with materials available on the Thursday prior to Board of Supervisors consideration. Given that the CalPERS insurance rates were first made available on June 16th, staff was unable to meet the Thursday deadline. We are therefore asking your Board to waive the requirement of County Procedure Manual Section 114 in this instance. This item has been placed on your Board's agenda consistent with the requirements of the Brown Act.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached Amendment #1 to the MOU for the Service Employees International Union (SEIU) Local 521;
2. Authorize the Personnel Director to sign the Amendment;
3. Approve a continuation of SEIU furloughs and the new furlough plan for SEIU for fiscal year 2010-2011 effective the pay period beginning June 26, 2010;
4. Authorize furlough day closures to be observed on July 23, 2010, August 27, 2010, September 24, 2010, October 22, 2010, November 24, 2010, December 27 through December 30, 2010, January 28, 2011, February 25, 2011, March 25, 2011, April 22, 2011, May 27, 2011, and June 10, 2011;
5. Exempt from the furlough the Office of the Child Support Services Department and certain classifications in the Public Works Department Sanitation Operations Section outlined in the attached Amendment;
6. Direct the Personnel Director and the County Administrative Officer to meet with SEIU Local 521 to attempt to address health care costs;
7. Waive County Procedures Manual Section 114 regarding publishing requirements for MOU materials, and

- 8. Authorize the Personnel Director and the County Administrative Officer to take all necessary administrative actions to effectuate administrative and benefit changes contained in the Amendment and as discussed in this letter.

Very truly yours,



Michael J. McDougall
Director of Personnel

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

- cc: Auditor-Payroll,
Personnel Department;
All Department Heads
Susan Strubbe, Chief Negotiator of the Service Employees International Union (SEIU)
Local 521,
Middle Management Association,
District Attorney/Child Support Services Attorney Association,
DA Inspectors,
Sheriff's Supervisory Unit,
Law Enforcement Middle Management,
Law Enforcement,
Correctional Officers,
Physicians Representation Unit,
Presiding Judge of the Superior Court,
Alex Calvo, Court Administrator

AMENDMENT #1
To the
Memorandum of Understanding for the General Representation Unit
County of Santa Cruz and Service Employees International Union Local 521

1. **Term:** This Amendment extends the term of the Memorandum of Understanding (MOU) between the County of Santa Cruz ("County") and the Service Employees International Union Local 521 ("SEIU") from September 11, 2010 through September 10, 2011. This Amendment supersedes and replaces Side Letter Agreement #1.

2. **Furlough:**
 - a) **Furlough Implementation:** Notwithstanding Article 30 of the MOU, the parties agree to implement a furlough (mandatory unpaid time off or temporary layoff) for the fiscal year 2010-2011 beginning pay period June 26, 2010 through June 24, 2011 for the General Representation Unit.

 - b) **120 Hour Furlough:** This amendment provides for a furlough of 120 hours for General Representation Unit members in a budgeted position during fiscal year 2010-11. Part-time employees will complete furlough hours on a pro-rated basis based on their budgeted hours except that no budgeted position will be reduced below an average 20 scheduled hours per week. The Parties acknowledge that while the furlough will reduce the need for layoffs, it will not entirely eliminate layoffs. The County agrees to make a good faith effort to place laid off employees in other budgeted positions.

 - c) **Dates:** The furlough days are as follows: July 23, 2010; August 27, 2010; September 24, 2010; October 22, 2010; November 24, 2010; December 27 through December 30, 2010; January 28, 2011; February 25, 2011; March 25, 2011; April 22, 2011; May 27, 2011; and June 10, 2011.

 - d) **Alternate Furlough Dates:** The parties agree that the majority of employees will observe furlough days as mentioned above in 2(c). However, it is also acknowledged that there are some operations that are statutorily mandated, necessary for the health and safety of clients and the community, and for the proper functioning of the County that cannot be shut down. The parties agree that substitute furlough plans for scheduled Fridays could include 1) another Friday or Monday, or 2) another day during the week which would be scheduled in conjunction with an employee's regular scheduled days off, 3) the parties also agree that a substitute furlough plan for the week between Christmas and New Year's Day could be another 4 day week or the week before Christmas plus another ½ day in advance of Christmas, to be mutually agreed upon or 4) any other days in which the employee and department mutually agree.

- e) Approval of Other Alternate Furlough Dates: Department heads or their designees shall have the authority to approve alternate furlough dates and hours with mutual consent of employees based on needs of their department. In the event multiple employees request the same dates, the department will follow the procedures in Article 16.2C4 of the Memorandum of Understanding for approval of alternate furlough dates.
- f) Non-Traditional Work Schedules: In situations where employees are assigned alternate work schedules (such as 9/80 and 4/10 schedules), departments will schedule alternate furlough days in conjunction with normally scheduled days off. Employees scheduled to work over 8 hours a day shall not be required to use annual leave to make up furlough hours on furlough days and may use their normally scheduled number of hours towards their furlough obligation.

Employees completing their total furlough obligation in advance of the scheduled furloughs shall elect one of the following options for the remaining fixed furlough days:

- i) Work remaining furlough days/hours with the advance approval of the Department Head or designee; or
 - ii) Use annual leave for remaining furlough days/hours, which are hereby deemed approved by the Department Head; or
 - iii) Voluntarily furlough additional days/hours. Such savings should first be applied to employees department.
- g) Unforeseen Events: In the event that an individual employee or group of employees is unable to take a scheduled furlough day off due to unforeseen circumstances, the departments will work with employee(s) to make alternate furlough arrangements that address the needs of the department and their employees.
 - h) No Exceptions To Furlough: It is the intent of the Parties that each employee in the General Representation Unit, with the exception of employees budgeted at 20 hours and those listed in Section 2(l) of this amendment, shall serve the full 120-hour furlough (pro-rated for part-time as discussed above).
 - i) Leave: For the purposes of this agreement only, furlough hours shall be treated as regular hours worked for the purposes of accumulating probation hours, step advancement, seniority points, and County service hours. Medical benefits will not be affected by the furlough. To the extent allowable under California PERS rules, retirement benefits will not be affected by the furlough.

- j) Overtime: For the following classifications, furlough hours off shall be counted as time worked for the purposes of calculating overtime.

The affected classifications are:

Public Works Maintenance Worker I – IV
Public Works Supervisor
Heavy Equipment Mechanic I
Heavy Equipment Mechanic II
Supervising Heavy Equipment Mechanic
Public Works Dispatcher
Sr. Social Workers (CPS assignment only)
Social Work Supervisor II (CPS assignment only)

- k) Holiday: Furlough hours shall be treated as regular hours worked when determining eligibility for holiday pay.

- l) Exemptions: The Parties agree to exempt all employees assigned to the Child Support Services Department and the following classifications assigned to work in the Public Works Sanitation Operations Section:

Electrical Instrumentation Technician I/II
Electrical Instrumentation Supervisor
Environmental Program Coordinator
Pretreatment Program Specialist
Public Works Supervisor
Pump Maintenance Mechanic
Sanitation Maintenance Worker I/II
Sanitation Maintenance Worker III
Treatment Plant Operator
Treatment Plant Operator in Training
Sr. Treatment Plant Operator
Treatment Plant Operations Supervisor

- m) Smoothing: The County and the Union agree to implement a payroll "smoothing" system by which employees will experience a furlough deduction (equivalent to 5.77% of pay) for each pay period during the 2010/2011 fiscal year (June 26, 2010 through June 24, 2011) unless the deduction is requested in writing by the employee to be taken during the actual furlough hours

- n) Review of Alternate Plans: If the employee(s) and the department are unable to reach a mutually acceptable agreement for any alternate furlough plan as described above, the Union and County Personnel Director or designee will meet and confer to address the issue.

3. **Medical Coverage:** Section 10.1 Medical Coverage and Flexible Credit of the MOU is amended to add a new section relating to health care contributions for the Unit. In addition to the continuation of the 5% furlough, SEIU agrees to an additional furlough of 0.77% and using the annualized savings from converting to SDI in exchange for a calendar year 2011 only additional monthly contribution for active employees to health care by the County (at the 95/90/90% level), as more fully described below:

A NEW SECTION IS HEREBY ADDED TO THE MOU:

Section 10.1 B. 5: For calendar year 2011 only, the County will provide an additional monthly contribution for active employee health care as follows:

- a. Flexible Credit Contribution:
 1. Employee Only = 95% of the 2011 Blue Shield Access (EXT) HMO premium minus the contributions provided in Sections 10.1 B. 4 a and b.
 2. Employee + 1 = 90% of the 2011 Blue Shield Access (EXT) HMO premium minus the contributions provided in Sections 10.1 B. 4 a and b.
 3. Employee + 2 = 90% of the 2011 Blue Shield Access (EXT) HMO premium minus the contributions provided in Sections 10.1 B. 4 a and b.
- b. The additional contribution provided above in Sections 10.1 B. 5 a. 1. 2. and 3. is a one time contribution which shall sunset and become permanently inoperative at the conclusion of the 2011 health plan benefit year; in addition these provisions do not survive as provisions or expectations in any subsequent agreement. It is the intent of the Union and the County that this temporary contribution is for the defined period described herein.
- c. The parties agree, that unless a new agreement is reached, the County's contributions towards medical costs shall revert to the maximum contributions set forth in Sections 10.1B.4 a and b of the MOU as follows:
 - i) EE Only = 95% of the 2010 Blue Shield Access (EXT) HMO premium (\$548.46) minus the PEMHCA contributions provided in Section 10.1.B 4 b(1) (\$507) = Total County Contribution toward flexible credit of \$41.46.

ii) EE +1 = 90% of the 2010 Blue Shield Access (EXT) HMO premium (\$1,039.19) minus the PEMHCA contributions provided in Section 10.1.B 4 b(2) (\$557) = Total County Contribution toward flexible credit of \$482.19.

iii. EE +2 = 90% of the 2010 Blue Shield Access (EXT) HMO premium (\$1,350.95) minus the PEMHCA contributions provided in Section 10.1.B 4 b(3) (\$613) = Total County Contribution toward flexible credit of \$737.95.

4. **Retiree Health Care Cost Actuarial:** The County shall cause an actuarial study to be provided to SEIU a minimum of ninety (90) days prior to the expiration of the MOU. In general, the study will include an analysis of the economic impact of a 5 year, 10 year and 15 year County service requirement in order to receive post retirement healthcare contributions from the County. The purpose of the study is to determine if there are possible solutions to decrease the unfunded liability prospectively while bargaining appropriate benefits for current and future retirees. The parties agree that this data compilation will be helpful to future bargaining but by no means is a commitment or agreement to provide future increases or to effectuate future reductions to retirees regardless of the results.

5. **Article 10.4 Long Term Disability:** The provisions of Article 10.4 are superseded in their totality with the following language:


Article 10.4 Disability Insurance Program:

A. Employees in this unit have elected to be enrolled in the State Disability Insurance Program which replaces the County provided plan with all costs to be borne by the employee through a payroll deduction. The County costs for administration shall not exceed \$3,000 and the parties agree that any additional administrative costs shall be recovered by the County through a payroll deduction.

B. The County shall maintain the current disability insurance policy for employees in this unit through 12/31/10 at which time the policy shall cease to be in effect and become permanently inoperative. This provision does not survive as a provision in subsequent agreements.

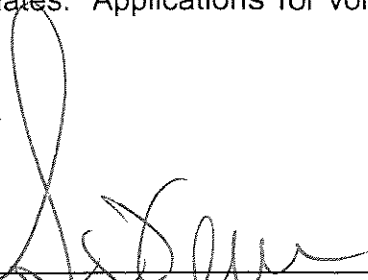
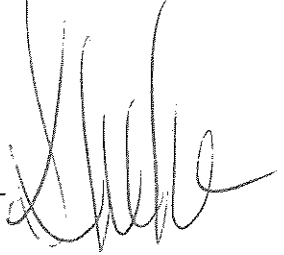
C. The County agrees to maintain through the term of this amendment an additional Long Term Disability policy for a maximum monthly benefit of 60% of salary, not to exceed a monthly benefit of \$1,800 with a 365 day elimination period and maximum 2 year duration.

6. **AVTO:** This Amendment extends the provisions of Attachment G of the SEIU MOU relating to AVTO as approved by the Board of Supervisors on June 23, 2009. The parties agree to conduct a pre-enrollment period that allows employees to submit their requests beginning June 9, 2010 pending approval by department heads beginning June 25, 2010. This will help avoid disruption in the continuance of AVTO for fiscal year 2010/2011. In the event multiple employees request the same dates, the department will follow procedures in 16.2.C4 of the MOU for the approval of alternate AVTO dates. Applications for voluntary leave will not be denied arbitrarily or capriciously.
7. **All Other Provisions:** Remain unchanged.



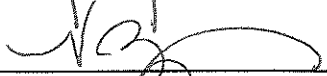
 Michael J. McDougall
 County of Santa Cruz
 9-1-10

 Date

 Susan Strubbe
 SEIU Local 521
 8/19/2010


 Date




 Veronica Rodriguez, President
 SEIU Local 521



 Lorna Jean Buchanan



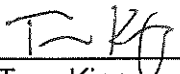
 Rickie Crane



 Beth Davis



 Bobby Garcia



 Tom King



 Suzie Kriz



 Neil Sulborski

Furlough Schedule
4th Friday through May 2011, plus November 24th,
December 27th - 30th, and June 10th.

2010-2011

July '10						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4		6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August '10						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September '10						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5		7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October '10						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10		12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November '10						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10		12	13
14	15	16	17	18	19	20
21	22	23	24			27
28	29	30				

December '10						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23		25
26	27	28	29	30		

January '11						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16		18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February '11						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20		22	23	24	25	26
27	28					

March '11						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

April '11						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May '11						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29		31				

June '11						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Black boxes represent proposed furlough days
Gray boxes represent County holidays