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 1.846 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."

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 96 hours of special accrued leave time. Employees who reach 96 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. 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 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 be reinstated as part of this agreement. All vacation cash-outs will be subject to department head approval and department budget constraints, and will be administered according to the Stanislaus Regional Emergency Dispatchers Association (SREDA) current provision for Limited Cash Conversion 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.

18. The Expiration Date of the Current Memorandum of Understanding between the County of Stanislaus and the Stanislaus Regional Emergency Dispatchers Association (SREDA) will be extended from June 30, 2012 to June 30, 2014.

Agreed to this 22nd day of September, 2011

Jody Hayes
Stanislaus County

Labor Representative
SREDA

Nancy Bronstein
Stanislaus County