

Summary of Changes to the 2011-2013  
Memorandum of Understanding  
between the  
County of Santa Clara  
and the  
County Employees Management Association  
Affiliated with OE3, AFL-CIO  
**New Term of Agreement June 24, 2013 – June 22, 2014**

All provisions of the County of Santa Clara and County Employees Management Association (CEMA) 2011 – 2013 labor contract remain in effect except those provisions noted in this summary. Please use the 2011 – 2013 contract along with this summary until the new 2013 – 2014 MOU is available.

*Note: Where contract language is printed below, language that was deleted is shown as crossed out. New language is underlined. Current Contract Language is reflected as CCL.*

**ARTICLE 1 – RECOGNITION**

*Renumber the prior section (CCL) in Article I as subsection 1) and below new subsection as 2)*

2) Workload

Most employees in CEMA represented classifications are salaried employees who work the necessary hours to fulfill the duties of the position without overtime pay. Depending on the circumstances employees may work more or less than 40 hours in a particular work week. The County acknowledges that consistently working excess hours beyond a 40 hour work week may not be in the interest of employees or the County. If an employee thinks they are working excessive hours on a regular basis, they can request that CEMA and the County evaluate the impact of the workload on the employee.

The County and CEMA agree to jointly develop and offer to employees in CEMA represented classifications and Executive Managers training that would facilitate workload evaluation discussions including the following components:

1. Communication skills between employee and employer,
2. Reaffirmation and identification of priorities,
3. Time management and its impact on workload,
4. How to rebalance workload,
5. Other issues as applicable.

## ARTICLE 2 – SALARIES

### Section 2.1 – Basic Wage

Salaries for the term of the agreement for represented classifications are contained in Appendix A.

#### **2% Wage Increase for Structural Changes:**

For the period between December 23, 2013 through June 22, 2014 the County will provide 4% wage increase (equivalent to a 2% of an annual Wage increase) in exchange for structural changes made herein. Effective June 22, 2014 at 11:59pm the wage increase amount shall decrease from approximately 4% to 2% .

#### **Self Funded Raise (June 24, 2013 through August 18, 2013)**

For the period of June 24, 2013 through August 18, 2013, the County agrees to provide self-funded 4.581% wage increase for “classic” employees who paid 5.08% towards the employer PERS share.

#### **Self Funded Raise Effective August 19, 2013:**

##### **Classic Miscellaneous Employees**

The employee shall continue to pay towards employer PERS share a total of 8.011% (contribution of 5.08% plus existing contribution 2.931%). In addition, the employee will continue to pay a total of 1% on the employee’s PERS share. Total employee paid contribution for PERS is 9.011%. In return for the ongoing payment of 5.08% towards the employer PERS share, the County will provide equivalent self-funded wage increase which is approximately 4.581%.

##### **Classic Safety Employees**

The employee will continue to contribute 5.08% towards employer PERS share in addition to the existing contribution the employee makes to the employee/member share. In return for the ongoing payment of 5.08% towards the employer PERS share, the County will provide equivalent self-funded wage increase which is approximately 4.581%.

##### **Public Employee Pension Reform Act (PEPRA) Miscellaneous Employees**

These employees shall contribute no less than that paid to PERS by the classic miscellaneous employees (this includes amounts for both employer and employee share). In return the County will provide equivalent self-funded wage increase which is approximately 4.581%.

##### **Public Employee Pension Reform Act (PEPRA) Safety Employees**

These employees shall contribute no less than that paid to PERS by the classic safety employees (this includes amounts for both employer and employee share). In return the County will provide equivalent self-funded wage increase which is approximately 4.581%.

## ARTICLE 3 – RETIREMENT

Effective June 22, 1992, (pay period 92/14), employees in the miscellaneous retirement system shall be eligible for the 2% at 55 Retirement Plan. The County of Santa Clara's increase in contribution to PERS as a result of implementation of the 2% at 55 Retirement Plan as well as existing employer payment of employee PERS contribution shall be reflected as part of the effective wages.

The County will increase the lump sum **death** benefit to \$5,000 and will implement the pre-retirement optional settlement 2 death benefits.

The County shall continue to pay on behalf of all employees covered under Public Employees' Retirement System (PERS) Miscellaneous seven percent (7%) member contribution to PERS as well as an additional 0.49% which is attributable to reporting Employer Paid member Contribution (EPMC) as special compensation.

Classic miscellaneous employees shall refer to those employees who are eligible for and are placed in the 2.5% at age 55 retirement tier. Classic safety employees shall refer to those employees who are eligible for and are placed in the 3% at age 50 retirement tier. Public Employee Pension Reform Act (PEPRA) miscellaneous employees shall refer to those employees who are eligible for and placed in the 2% at age 62 retirement plan. PEPRA safety employees shall refer to those employees who are eligible for and are placed in the 2.7% at age 55 retirement tier.

### **Probation Manager and Supervising Probation Counselor (Classic Safety)**

The County shall continue to pay on behalf of employees in the classifications of Probation Manager and Supervising Probation Counselor seven percent (7%) within the required nine percent (9%) member contribution to PERS as well as an additional forty-nine one hundredth percent (0.49%) which is attributable to reporting EPMC as special compensation. The employee shall continue to pay towards employer PERS contribution share of 5.08% (plus existing contribution 2% towards the employee share). Total employee paid contribution for PERS is 7.08%.

### **Park Ranger Supervisor and Park Ranger Operations Manager (Classic Safety)**

~~Effective August 14, 2006, the County shall increase the contribution from one percent (1%) to two percent (2%) within the nine percent (9%) of the required member contribution to PERS for the classifications of Supervising Park Ranger and Manager, Park Ranger Operations as well as an additional four one-hundredth percent (0.04%) which is attributable to reporting EPMC as special compensation. The employee shall continue to pay towards employer PERS contribution share of 5.08% (plus existing contribution 7% towards the employee share). Total employee paid contribution for PERS is 12.08%.~~

In accordance with Section 20636, subsection (c)(4) of the California Public Employee Retirement Law, the County and CEMA agree that the full monetary value of the Employer Paid Member Contribution (EPMC) will continue to be reported to PERS as special compensation.

Taking into consideration of the reporting of EPMC as special compensation the County is entitled to add the additional percentage amount which is attributable to this optional contribution to the base wage for effective wage.

The County further agrees to amend its contract with PERS effective December 17, 2007 for the 2.5% at 55 Plan for Miscellaneous employees. In consideration for this amendment the Union agrees for each employee covered under this benefit to contribute to PERS, through payroll deduction effective December 17, 2007, an amount equal to 3.931% of PERS reportable gross pay for the duration of this Agreement.

~~Effective June 27, 2011, the employee's contribution toward employer PERS contribution shall be at total of 10.271% (new contribution 7.34% and existing contribution 2.931%). Total CEMA employee paid contribution for PERS equaled 11.271%.~~

### **Classic Miscellaneous Employees**

~~Effective September 19, 2011~~ The employee's contribution toward employer PERS contribution shall be at total of 8.011% (new contribution 5.08% and existing contribution 2.931%). In addition, the employee will continue to pay a total of 1% on the employee's PERS contribution share. Total CEMA employee paid contribution for PERS is 9.011%.

### **PEPRA Miscellaneous Employees**

These employees shall contribute no less than that paid to PERS by the classic miscellaneous employees (this includes amounts for both employer and employee share).

### **PEPRA Safety**

These employees shall contribute no less than that paid to PERS by the classic safety employees (this includes amounts for both employer and employee share).

## **ARTICLE 5 – INSURANCE PREMIUMS**

### **Section 5.1 – Medical Insurance**

~~The County agrees during the term of this Agreement to fully pay medical coverage for employee and dependents on the lowest cost medical plan. The lowest cost medical plan will be either Kaiser or Health Net plan. Up to the same maximum contribution will be made to the other plans (i.e., Kaiser, Health Net and Valley Health Plan).~~

~~The County will continue to pay the employee only contribution for Kaiser, Health Net Plan and Valley Health Plan.~~

~~The parties also agree that the Kaiser Plan, Valley Health Plan and the Health Net plan shall continue under the current coverage in effect on July 2011.~~

Effective October 18, 2013, the County and covered employees shall share in the cost of medical plan premiums. The County will pay **96%** of the total premium and the covered employees will pay **4%** of the total premium for the covered employee's selected medical plan and coverage tier.

The County shall provide an allowance to each covered employee who paid 4% premiums between October 18, 2013 and June 22, 2014 equivalent to the amount paid by the covered employees towards health insurance premiums. There shall be no medical premium allowances beyond June 22, 2014. This allowance shall not be applicable to employees obligated to pay the current contribution of \$42.83 (for full-time and prorated for part-time) required by the sideletter agreement titled Health Care Assistance for Health Net family coverage.

For County employees occupying permanent part-time positions who work a minimum of 40 hours per pay period, the County will pay a prorated portion of the medical plan premiums described above based upon the covered worker's standard hours.

The parties agree that the Kaiser Plan, Valley Health Plan and the Health Net plan (or replacement plan for Health Net) shall continue under the current coverage in effect on June 24, 2013.

Effective with coverage on or about January 1, 2012, the Kaiser Plan co-payments will be changed to:

- \$10 co-payment for office visits,
- \$35 co-payment for emergency room visits,
- \$5-\$10 co-payment for prescriptions (30-day supply)
- \$10-\$20 co-payment for prescriptions (100-day supply)
- \$100 co-payment for hospital admission

Effective with coverage on or about January 1, 2012 the Health Net Plan will be changed to:

- \$15/\$20/30% (Tiers 1/2/3) co-payment for office visits
- \$50/\$75/30% co-payment for emergency room visits
- \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply)
- \$10/\$30/\$60 co-payment for prescription (90-day supply).

The parties agree that effective November 1, 1999, hearing aid coverage shall be added to all health plans.

The County will pay the 96% of the total premium and the covered employees will pay 4% of the total premium for the covered employee's selected medical plan and coverage ~~tier-employee premium~~ while on medical, maternity or industrial injury leave of absence up to thirteen (13) pay periods.

## Section 5.2 – Dental Insurance

The County will continue to provide an alternative dental plan. The current alternative dental plan is ~~Pacific Union~~ **Liberty** Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

## Section 5.6 – Medical Benefits for Retirees

- a) For employees hired on or after August 12, 1996.-CCL
- b) For employees hired on or after June 19, 2006.-CCL
- c) For employees hired on or after **August 19, 2013**

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have **completed fifteen (15) years of service (3,915 days of accrued service)** or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

- e d) Such years of service expressed in a), ~~and b)~~ **and c)** above must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.

### ¶ e) Employee Contribution Toward Retiree Medical Obligation Unfunded Liability

**The current OPEB contribution shall be suspended from June 24, 2013 to June 8, 2014. Effective June 9, 2014,** all coded employees shall contribute on a biweekly basis an amount ~~equivalent to~~ of \$13.50 ~~of the lowest cost early retiree premium rate~~. Such contributions are to be made on an after-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post employment benefits (OPEB) obligations and shall not be used for any other purpose.

The County will rebate to employees \$13.50, the OPEB contribution made during the period between June 24, 2013 to August 18, 2013, subject to standard payroll deductions.

## **ARTICLE 8 – PROFESSIONAL DEVELOPMENT ALLOWANCE AND EDUCATIONAL LEAVE**

The County will fund a Tuition Reimbursement Program and a Professional Development Program. The maximum County expenditures for these programs shall not exceed two hundred thousand dollars \$200,000 per fiscal year during the term of this Agreement. The amount will be rolled over from year to year during the term of the agreement. The County shall provide an accounting of funds on a quarterly basis.

Employees in CEMA represented classifications shall not be required to utilize professional development or tuition reimbursement for County mandated training.

### **Section 8.1 – Tuition Reimbursement Program**

The training undertaken must be related to the employee's occupational area or have demonstrated value to the County. Total reimbursement shall be limited to ~~eight hundred~~ One thousand five hundred dollars (~~\$800~~1,500) during fiscal years 2013~~2~~ and 2014~~3~~. If authorized courses are only available during working hours the employee must make up 25% of the time away from the job. All requests regardless of their status (approved/denied by the supervisor) shall be forwarded within ten business days to Learning and Employee Development for review. The County will notify CEMA of the denied requests. Specifics of the program will be set by the CEMA/County committee listed in Section 7~~8~~.2.

Below are additional expenses eligible for reimbursement under this section which must be professionally related in the employee's occupational area:

- Online courses
- Digital media courses and materials
- Digital or Print Professional journals, magazine subscriptions and/or books

### **Section 8.2 – Professional Development Program**

This fund shall cover group and individual programs and one annual individual professional membership or professional forum on a matching basis. The matching expenses shall be on a 50/50 basis for individual programs and 25/75 CEMA/County basis for group programs. The maximum draw per employee per fiscal year is limited to one thousand ~~two hundred fifty five~~ hundred dollars (~~\$1,250~~500) and the maximum draw per occurrence is limited to six hundred fifty dollars (\$650). All requests regardless of their status (approved/denied by the supervisor) shall be forwarded within ten business days to Learning and Employee Development for review. The County will notify CEMA of the denied requests. Individual and group programs are subject to approval by a County/CEMA committee which administers the programs, including the selection of group programs and approval of programs selected by individuals.

### **ARTICLE 10-9 – TRAINING FUND**

The County has established a Manager/Supervisor Program for the purpose of training all managerial and administrative professional staff. All CEMA represented employees will have an opportunity to attend the Manager/Supervisor Program courses.

The County has set aside eighty five thousand dollars (\$85,000) per fiscal year during the term of this Agreement to conduct this training program for all CEMA represented employees. The County shall maintain control of program design, and funds not expended shall be rolled over from year to year during the term of the Agreement. Specifics of any program beyond the Manager/Supervisor Program will be set by the CEMA/County committee listed in section 8.2 - Professional Development Program.

The County shall provide an accounting of the funds on a semi-annual basis to CEMA. The County agrees to meet no less than quarterly with the CEMA Professional Development Committee to discuss input to the training program.

### **ARTICLE 9 10 – UNIFORM ALLOWANCE**

A yearly uniform allowance of five hundred dollars (\$500.00) shall be payable quarterly to the following eligible employees: Park Maintenance Supervisor, Supervising Custody Support Assistant, Emergency Medical Services ~~Coordinator~~ **Specialist**, Law Enforcement Records Manager and Law Enforcement Records Supervisor. The following safety employees shall receive eight hundred fifty dollars (\$850) annually, to be paid quarterly: Manager Park Ranger Operations and Park Ranger Supervisor. Said uniform allowance shall be payable the first pay period of February, May, August and November during the term of the Memorandum of Understanding.



ARTICLE 11~~0~~ – STATE MANDATED LICENSURE/CERTIFICATION FUND

The County shall establish a fund of seven thousand five hundred (\$7,500) for each year of the term of this Agreement, to be administered at a County-wide level. The purpose of the fund will be to provide, within the allowable total, up to one hundred percent (100%) reimbursement to employees for the cost of State mandated licenses and certificates (excluding driver licenses) incurred between June 27, 2011 and June 23, 2013. The County shall provide an accounting of funds on a quarterly basis.

*Sections 11.1 through 11.4 - CCL*

ARTICLE 14 – STO AND SICK LEAVE

Section 14.2 – Sick Leave Bank Accrual, c) Family Care Usage

An employee is entitled to use one-half (1/2) of his/her annual accrued leave in order to care for a sick or injured member of the employee's immediate family requiring care. The initial period of time granted, up to one full day, must be charged to the STO bank unless the employee has used 32 hours of STO for absences outlined in 14.2.b in which case the leave is charged to the sick leave, not STO. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse or of the ~~same-sex~~ domestic partner of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, the employee's brother or sister, or any other person living in the immediate household of the employee.

ARTICLE 13 – LATERAL TRANSFER

When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination for CEMA employees in instances where a qualifying examination is required. If otherwise qualified under this provision and the only prohibition to lateral transfer is the salary of the new class, it shall be deemed to be a lateral transfer if the move from one classification to another does not exceed ~~twelve~~ fifteen percent (~~12%~~) (15%) upward range movement.

ARTICLE 16 – GRIEVANCE PROCEDURE

**Section 16.1 – Grievance Defined**

*a) Definition (CCL)*

*b) Matters Excluded From Consideration Under the Grievance Procedure*

*add the following subsection 11)Workload*

ARTICLE (xx to be determined) - FLSA

The County and Union will comply with FLSA provisions with regards to discipline for FLSA exempt employees.

The County and Union will meet to develop the guidelines to implement the exceptions of disciplining for less than one work week.

**ARTICLE (xx to be determined) - LABOR MANAGEMENT COLLABORATION**

Section XX.1

The County and CEMA agree to establish regular labor-management meetings as often as necessary to address needs in a timely way, but no less than twice a year. The purpose of the meetings between CEMA business representatives, including liaisons, and County department management is to proactively address mutually agreed upon agenda items, which may include:

1. Strategic Planning,
2. Initiatives,
3. Budget,
4. External legislative regulatory updates,
5. Staffing issues and trends,
6. Discussion of classifications/individuals consistently working excess hours beyond a 40 hour work week,
7. Other items

Section XX.2

CEMA business representatives and liaisons shall be invited to meetings that any other bargaining groups are invited to when the outcome could impact CEMA represented employees

**ARTICLE (xx to be determined) – CONTRACTING OUT**

Section XX.1 – Notice to the Union

The County shall give the Union prior written notice of all new proposed contracts valued at \$100,000 or more per fiscal year between the County and private third parties, that are required to be presented to the Board of Supervisors for acceptance and/or approval for work currently being done by classifications represented by the bargaining unit.

Section xx.2 – Response to Notice

Notice from County as described in Section xx.1 is to be given to the Union by electronic mail. To request a meeting regarding the impact to the bargaining unit, the Union shall respond by electronic mail within five (5) working days from date of receipt of the County’s notice, with a request to meet on the impact to the bargaining unit.

Section xx.3 – Meeting

The County and the Union shall meet on the impact for not more than twenty (20) working days from receipt of written request from the Union. If concerns are not alleviated or agreement is not reached, the County may proceed.

The Board of Supervisors may proceed without giving prior written notice if it determines circumstances exist or will exist that justify urgency action. Reasonable advance written notice of intention to proceed on such a basis shall be provided the Union prior to the Board meeting to accept and/or approve the County’s contract with the third party; but nothing herein shall hamper the Board's lawful exercise of authority under state law in emergency situations.

ARTICLE 24 (xx) – FULL AGREEMENT - CCL

ARTICLE 22 (xx) – SAVINGS CLAUSE - CCL

ARTICLE 23 (xx) – TERM OF AGREEMENT

This Agreement shall become effective only upon ratification by CEMA and approval by the Board of Supervisors and shall remain in full force and effect to and including ~~June 27, 2011~~ **June 24, 2013, through June 23, 2013** **June 22, 2014** and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to ~~June 23, 2013~~ **June 22, 2014** or any subsequent ~~June 23~~ **22<sup>nd</sup>** of its desire to terminate this Agreement or amend any provision thereof.

DATE: \_\_\_\_\_

County of Santa Clara

CEMA, Affiliated with Operating  
Engineers, Local Union #3, AFL-CIO

\_\_\_\_\_  
Sabahete Kraja

\_\_\_\_\_  
Prudence Slaathaug

\_\_\_\_\_  
Anita Asher

\_\_\_\_\_  
Amando Cablas

\_\_\_\_\_  
Mitchell Buellesbach

\_\_\_\_\_  
Philip Chantri

\_\_\_\_\_  
George Doorley

\_\_\_\_\_  
Zeb Feldman

\_\_\_\_\_

\_\_\_\_\_

Karen Fletcher

Mark Fink

Gilbert Gutierrez

Dolores Morales

Renae Owens

Gelin Ordon

Thelma Raby

Richard Rapacchietta

Aimee Reedy

Lucy Sylva

Mary Shamouel

Jonathan Weinberg

Appendix B Salary Schedule: *(will be updated)*.

SIDELETTER OF AGREEMENT – “ME TOO”  
BETWEEN  
COUNTY OF SANTA CLARA  
AND  
COUNTY EMPLOYEES MANAGEMENT ASSOCIATION (CEMA)

~~If any other employee group, represented or non-represented takes a smaller pro-rata share of the targeted reduction, that nets the County \$75,000,000 in general fund savings, or receives an increase in wages, that shall apply equally to CEMA. This shall exclude existing contracts.~~

During Fiscal Year 2014 should a majority of employees receive a wage increase paid as incentive for structural changes that is greater than CEMA’s, CEMA will also receive the same wage increase.

Any self-funded wage increase shall be excluded. Any realignments provided for specifically in the contracts of the majority shall be considered as part of the incentive pay for structural changes.

Date: \_\_\_\_\_

For the County:

For CEMA:

\_\_\_\_\_  
Sabahete Kraja

\_\_\_\_\_  
Prudence Slaathaug

SIDELETTER OF AGREEMENT – Health Care Assistance  
between  
County of Santa Clara  
and  
County Employees Management Association (CEMA)

~~The parties agree to eliminate the Kaiser co-payment reimbursement effective September 1, 2011. The last day to incur such co-payment expense and be eligible for reimbursement is August 31, 2011. Employees will have until September 30, 2011 to submit their claim for reimbursement.~~

A cap for premium contribution for employee with Health Net family coverage is established effective after the September 1999 open enrollment window. This cap is built from the current employee contribution rate of \$32.31 with an escalator based on subsequent Health Net percentage premium increases by applying that premium increase factor at each new plan year. This escalator is to be adjusted based on a review of Kaiser rate increases.

**During the term of the agreement employees will continue the current contribution of \$42.83 for full-time and prorated for part-time).**

**Both parties agree to delete the sideletter on June 22, 2014.**

Date: \_\_\_\_\_

For the County:

For CEMA:

Sabahete Kraja \_\_\_\_\_

Prudence Slaathaug \_\_\_\_\_

**SIDELETTER OF AGREEMENT**  
**Cross Departmental Opportunity Pilot Program**  
 BETWEEN  
 COUNTY OF SANTA CLARA  
 AND  
 COUNTY EMPLOYEES MANAGEMENT ASSOCIATION (CEMA)

The County is offering selected employees in CEMA represented classifications an opportunity to gain valuable experience by working on a limited basis on an activity or project outside the employees' current job. Each selected employee would spend no more than 10% of working time (not to exceed 6 months) in another department within the Agency or across the County for a specified period of time as agreed upon by the employee's supervisor and the receiving supervisor. The employee would remain in the employee's current classification. This side letter is not grievable.

The goal is to maximize the interest and experiences of selected employees in CEMA represented classifications by providing opportunities to work on short-term projects in departments across the County and to leverage and/or develop the talent and expertise of represented employees for effective County operations.

The Employee Services Agency (ESA) shall oversee this pilot program and collaborate with CEMA to evaluate it.

Participation in this pilot program requires management approval before applying. The experience gained by this opportunity can be included on future job applications and resumes. Temporary Assignment Responsibility Differential (TARD) does not apply to those who participate in this pilot program.

The estimated duration and time commitment for an activity or project opportunity shall be discussed with all impacted departments and shall be agreed upon by the employee and the sending and receiving departments before the start of the project. Estimated duties or time commitment may be changed by agreement by the employee and the sending and receiving departments. Opportunities can be initiated by employees and/or departments. The department receiving the employee shall be responsible for training, supervising, developing a work plan, and providing feedback to the employee. Duties of the activity or project opportunity are generally within the selected employee's current classification. It is recommended that the employee have an assigned work location in the receiving office. The selected employee may be allowed and encouraged to participate in regular functions of the receiving department such as staff meetings, within the 10% assignment as needed.

The selected employee and the work unit would work out details including the following.

<u>Receiving Site</u>	<u>Employee Responsibility</u>
<u>Orient employee to the organization and project</u>	<u>Commit to specific time period</u>
<u>Include employee in office activities</u>	<u>No TARD</u>

<u>Develop a work plan and expectations</u>	<u>Not grievable</u>
<u>Provide supervision and feedback</u>	

A team of CEMA and ESA representatives will jointly develop guidelines, an application, and evaluation before implementation of the pilot program by January 1, 2014.

Date: \_\_\_\_\_

For the County:

For CEMA:

\_\_\_\_\_  
Sabahete Kraja

\_\_\_\_\_  
Prudence Slaathaug



**SIDELETTER OF AGREEMENT – Furlough**  
BETWEEN  
COUNTY OF SANTA CLARA  
AND  
COUNTY EMPLOYEES MANAGEMENT ASSOCIATION (CEMA)

**I. In Fiscal Year 2012**

**a. Two Furlough Days (Non-Smoothing)**

Employees shall take two (2) mandatory management approved, self directed, unpaid furlough days (a day is defined as equivalent of 8 hours).

**b. Failure to Comply with Furlough Requirements**

For employees who did not take two (2) furlough days in fiscal year 2012 in accordance with the collective bargaining agreement, the County will convert an equivalent number of hours of STO that the employee used during that fiscal year to unpaid furlough hours. These STO hours will be returned to the employee's STO bank causing an overpayment. The overpayment will be deducted from the employee's pay in accordance with the existing practice on overpayments.

**II. In Fiscal Year 2013**

**Definition of Furlough**

- a. "Furlough" refers to one or more hours of required unpaid leave taken on a consecutive or intermittent basis.
- b. In FY 13 all full-time, regular employees will be required to take 2 days (16 hours) of furlough Part-time employees shall have furlough hours pro-rated.
- c. Employees on alternative work schedules will have the option of taking, in addition to furlough hours, vacation, STO or unpaid leave to cover any scheduled hours in one (1) day. [For example: an employee who normally works 10 hour shifts might use 10 furlough hours on one day and 6 furlough hours and four hours of STO on a second day.]

**Even Distribution of Furlough Days ("Smoothing"):**

- d. ~~For Fiscal year 2013, the County and the Association agree to implement a process which provides a uniform procedure and levels the impact to employees by having furlough days distributed evenly among 25 pay periods so as to avoid fluctuations on each employee's pay check as a result of taking furloughs. From July 09, 2012 through June 23, 2013, the deduction will be calculated at the equivalent of .64 hours per pay period for 25 pay periods. This process of distributing furlough days evenly among pay periods will not reduce the overtime rate, where applicable under this agreement.~~
- e. ~~If an employee leaves the County service, changes bargaining units, or is in an unpaid status that results in the employee using more furlough hours than has previously been deducted via "smoothing" from the employees pay, that amount shall be considered and processed as an overpayment. During his or her last pay period of employment with the County, an employee shall be allowed to use an amount of furlough hours exactly equal to the amount of "smoothing" deductions accumulated through his or her last pay check, but not previously taken as furlough provided that the employee has given reasonable advanced notice to the County of their intent to terminate their employment and giving due consideration to operational requirements.~~
- f. ~~Any furlough time not taken off during fiscal year 2013, shall be forfeited.~~

### **Furlough Usage**

- g. ~~Furloughs shall typically be taken in a minimum of one work day increments. Lesser increments may be taken by mutual agreement with prior supervisor approval. This includes the ability to adjust alternative work schedules by mutual agreement to avoid the necessity for an employee to use paid or unpaid leave to cover any scheduled hours in excess of eight (8) hours in one (1) day. For example an employee on a 9/80 schedule may request to switch his/her 9 hour day and 8 hour day so that the furlough day will fall on the 8 hour work day instead of the 9 hour work day. Adjustment of alternate work schedules shall not result in overtime.~~
- h. ~~Furlough time will be considered time in paid status for the following:~~
  - ~~\_\_\_\_\_ Accrual of paid leave~~
  - ~~\_\_\_\_\_ Seniority~~
  - ~~\_\_\_\_\_ Time in service for step increases~~
  - ~~\_\_\_\_\_ Completion of probation~~
- i. ~~Furlough time will be addressed in accordance with CalPERS regulations for the purpose of pension.~~
- j. ~~Furlough time will not count as hours worked for the purpose of calculating overtime~~

~~for those employees who are eligible for overtime compensation under the agreement.~~

- ~~a. Should an emergency arise and the County requires an employee to work on a scheduled and previously approved furlough day, the employee shall have the opportunity to schedule another furlough day and will have the highest priority in selecting a date.~~
- ~~b. Furlough time off will be tracked under a separate hours code and appear on the payroll advices as a bank of hours.~~
- ~~c. Furlough days may be substituted for approved vacation days, either in part or in whole.~~
- ~~d. An employee who is on a leave of absence that requires the employee to charge a leave bank other than sick leave, shall have the furlough bank charged first until exhausted.~~
- ~~e. When an employee is on a leave under section 14.2b of the MOU, that requires that the first shift of sick leave be charged to STO, he/she may use furlough for the first day, but not for the subsequent sick days.~~

