

**Attachment to Last Best and Final Offer  
November 15, 2011**

**Proposed SEIU, Local 721 Furlough Details**

Employees represented by Local 721 shall serve a mandatory 80 hour furlough consisting of a leave of absence subject to the following conditions. Part-time employees and employees hired after the effective date of this agreement shall be subject to the provisions outlined below on a prorated basis.

It is the intent of the parties that employees shall schedule up to forty (40) hours of mandatory furlough time off in each year of the next two payroll years, using the same procedure used to schedule vacation time off. Furlough hours will be available for use as of Pay Period 2012-01 beginning on December 12, 2011. Effective in pay period 2012-01 beginning on December 12, 2011 through the end of pay period 2013-14 ending June 23, 2013, employees' pay will be reduced by 2.0 hours per pay period.

Employees shall use no more than 40 hours of mandatory furlough time between December 12, 2011 and December 09, 2012. Any unused accrued furlough hours as of December 10, 2012 will be available for use along with hours subsequently accrued under the terms of this proposal.

The intent of the parties is that all furlough hours will be taken off no later than January 5, 2014. Employees and managers shall make every reasonable effort to schedule time off using any accrued furlough hours on or before that date. Requests for time off using accrued furlough hours shall not be unreasonably denied.

Management will make every reasonable effort to work with employees to avoid loss of accrued vacation time due to encroachment on the maximum accrual caps.

Credits toward sick leave and vacation shall accrue as though the employee were working a full pay period pursuant to their regular full or part time status.

Employees shall be paid for regular holidays occurring during a period of mandatory furlough as if the employee's regular work schedule were in effect.

Neither retirement service credit nor final average salary calculations shall be adversely impacted as a result of this proposal.

Credits toward County contribution for any prorated benefit (i.e. health insurance contribution, benefit allowance etc) shall accrue as though the employee were in a paid status according to their regular full or part-time status. Payment of all advances and premiums regularly received shall continue as though the employee were in a paid status according to their regular full or part-time status.

Furlough hours shall not count as a break in service for any purposes including retirement and shall not affect seniority, merit increases or probationary periods.

Employees shall make their regular contributions to all employee benefits such as retirement and dependent health insurance premiums, as if they were in a paid status according to their regular full or part-time status.

Employees on paid leaves of absence will participate in the furlough program. Employees in a leave without pay status shall not be compensated under the terms of this side letter. Employees returning from unpaid leaves of absences during the period of time between the beginnings of pay period 2012-01 on December 12, 2011 through the end of pay period 2013-14 on June 23, 2013 will be treated as newly hired and subject to the provisions listed in the paragraph below.

Unless they transfer from other classifications participating in a County furlough program, newly hired employees or existing employees transferred into Local 721 represented classifications after furlough deductions begin, shall have 2.0 hours per pay period deducted each pay period of employment through June 23, 2013 and will be entitled to use all prorated furlough hours per the terms of this proposal.

Existing County employees participating in a furlough program that are hired or transferred into Local 721 represented classifications after furlough deductions begin shall be integrated into the Local 721 furlough program.

Employees who have accrued furlough hours and leave employment from Local 721 represented classifications before using them will be reimbursed fully at their then current rate of pay for all furlough hours accrued but not taken during their County employment unless they accept employment in the County service in another bargaining unit participating in a furlough program. Employees who leave Local 721 bargaining units and who have taken more furlough hours off than they have accrued will have the balance deducted from their final pay checks in their Local 721 represented classes.

The County acknowledges and recognizes that by employees and departments participating in this program, less work may be performed and that certain delays in completing projects, meeting established performance measures as well as delays and/or reductions in service will result.

Any agreements regarding amendments or modifications that may be necessary to implement this furlough program shall occur only through the mutual agreement of the parties, shall be in writing, signed and dated by both parties.