

Sutter/Yuba County Employees' Association Local #1

718 Bridge Street, Suite A ♦ Yuba City, CA 95991

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March 31, 2009

Robert Bendorf, County Administrator
Administrator's Office
County of Yuba
915 8th Street, Suite 115
Marysville, CA 95901

Martha Wilson, Director
Personnel Department
County of Yuba
915 8th Street, Suite 113
Marysville, CA 95901

RE: Modification and Extension of Memorandum of Understanding

Dear Mr. Bendorf and Ms. Wilson:

I am formally advising you of our Board of Directors' decision to recommend to our membership that we agree to open our current Memorandum of Understanding with the County of Yuba for the specific and limited purpose of accomplishing the following:

1. Modify the effective dates in Article 3, Section 3.2, PERS Employee Contribution, Subsections a) and b) from July 1, 2009 to July 1, 2010; and,
2. Modify the last paragraph of Article 17 to read: This modified and extended agreement shall become effective immediately when adopted into law by the Board of Supervisors and is ratified by the Yuba County Employees' Association Local #1 membership and shall remain in full force and effect to and including June 30, 2011; and,
3. Modify the current memorandum of understanding to include a provision that the parties agree to amend Article Eleven, Subsection 11, to reflect that the term "management directed action" does not include nor apply to layoffs during the term of the agreement. The new provision will also include an amendment that the agreement to exclude layoffs from the definition of "management directed action" will sunset at 12:00 a.m. on June 30, 2011; and,
4. Modify the current Memorandum of Understanding to include a provision that provides for employees represented by YCEA Local #1 to participate voluntarily in work furloughs during the term of the extended agreement. It is YCEA Local #1's

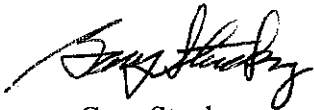
understanding that voluntary work furloughs offered to employees will be under the terms and conditions of the Voluntary Work Furlough Program previously in place and agreed to by YCEA Local #1 in previous Memorandums of Understanding between the County of Yuba and YCEA Local #1; and,

5. Include a provision in the modified and extended Memorandum of Understanding, which recognizes that the County of Yuba will immediately act, notwithstanding the parties agreement to the contrary to implement the provisions of Article 3, Subsection 3.2, a) and b) if prior to July 1, 2010, the County pays the employee contribution of 7% to CalPERS or any portion thereof, on behalf of any other represented or unrepresented Yuba County employees or elected officials. Such provision shall also acknowledge and obligate the County of Yuba to immediately begin paying an equivalent portion of the employee's 7% contribution if prior to July 1, 2010, the County implements a salary increase for employees assigned to any other bargaining unit, which is not represented by YCEA Local #1.

It is our intent to communicate in writing with our membership regarding our Board of Directors recommendation within the next few days. Until we release our communication and there has been adequate time for this communication be distributed to our members, we are formally requesting that you refrain from discussing this matter with anyone except for YCEA President, Ryan McNally or me.

We are further requesting that prior to April 8, 2009, that you acknowledge and agree on behalf of the County of Yuba that the terms and conditions set forth herein are acceptable and that the County will act immediately upon the ratification of our membership to prepare the modified Memorandum of Understanding and present it to the Board of Supervisors for approval with your joint recommendation as soon as feasible under the law.

Sincerely,



Gary Stucky
Executive Director

CC: YCEA Local #1 Board of Directors