



LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND  
SONOMA COUNTY DEPUTY SHERIFFS' LAW ENFORCEMENT MANAGEMENT  
ASSOCIATION (DSLEM)

The County of Sonoma and DSLEM have agreed to the following regarding the Staff Development Benefit Allowance and Physical Fitness Allowance (Article 11.2 – 11.2.1 and 11.4 – 11.5) provided by the parties' MOU:

- 1.) Due to the unavailability of funds, the DSLEM and the County of Sonoma (County) have agreed to suspend the Staff Development Benefit Allowance and Physical Fitness Allowance for fiscal year 2009/10.
- 2.) During fiscal year 2009-2010 the Staff Development Benefit Allowance and Physical Fitness Allowance will not be funded and reimbursements will not be made.
- 3.) Any amounts that have rolled over from fiscal year 08/09 into fiscal year 09/10 will be available after July 1, 2010.
- 4.) This benefit will automatically be reinstated effective July 1, 2010.
- 5.) The terms and implementation of this agreement may not be grieved through the grievance procedure of the MOU.
- 6.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
- 7.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.
- 8.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
- 9.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.
- 10.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

  
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DSLEM

  
\_\_\_\_\_  
COUNTY OF SONOMA

9/2/09  
\_\_\_\_\_  
Date

9/2/09  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND  
DEPUTY SHERIFFS' ASSOCIATION (DSA / DSLEM)

The County of Sonoma and DSA / DSLEM have agreed to the following regarding Sonoma County's Mandatory Time-Off Program – Holiday Closure:

- 1.) The DSA /DSLEM and the County of Sonoma (County) have agreed to participate in the Mandatory Time-Off (MTO) – Holiday Closure Program (Attachment A) for fiscal year 2009/2010.
- 2.) All regular part-time and full-time employees shall participate in the MTO Program.
- 3.) The MTO Program requires 5 days (40 hours) of time-off without pay for all full-time County employees during the 2009/10 fiscal year. The required MTO will be pro-rated for part-time employees. County agrees to delay payroll deduction for MTO to September 22, 2009, with the full 40 hours to be amortized in fiscal year 09/10.
- 4.) With limited exceptions (described in the Program Proposal) the MTO shall occur during December 24, 28, 29, 30, 31 and 2009, during which County facilities will be closed or in some cases alternate arrangements will be made where the closure of operations cannot occur.
- 5.) The details of the MTO Program, including employee benefits and status during the MTO, are described in the Program Proposal (Attachment A). County agrees to extend vacation and compensatory time off/ maximum accrual caps by 40 hours each for fiscal year 09/10 and 10/11. Effective July 1, 2011 the annual maximum accruals shall revert back to the amounts defined in the MOU.
- 6.) The cash-out of accrued vacation (Vacation Buyback - Articles 21.7 / 15.7) and compensatory time (Compensatory Time Payments – Articles 14.3 / 7.3) shall be suspended for fiscal year 2009/10.
- 7.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.
- 8.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
- 9.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.
- 10.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in

writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.

11.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.

12.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

[Redacted signature]

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DSA / DSLEM

[Redacted signature]

\_\_\_\_\_  
County of Sonoma

9/2/09

Date

9/2/09

Date

**2009 MANDATORY TIME OFF (MTO) - HOLIDAY CLOSURE  
PROGRAM PROPOSAL**

**Purpose**

The purpose of the Mandatory Time Off (MTO) Program is to reduce costs and/or mitigate layoffs by having staff take time off without pay.

**Participants**

MTO shall apply to all regular part-time and full-time employees of the County and any districts under the jurisdiction of the Sonoma County Board of Supervisors.

Extra-help employees (whether temporary, intermittent, seasonal, emergency, volunteer auxiliary, or student interns) are not eligible to participate in the MTO Program but will only be employed during the holiday closure or MTO day in an emergency.

Employees who are exempt under the Fair Labor Standards Act will be considered non-exempt during the week in which they take an MTO day off, and their pay is reduced. Department Heads are responsible for ensuring no overtime is incurred during this time.

**40 HOUR MANDATORY TIME OFF AND HOLIDAY 2009 OFFICE CLOSURE**

The County shall implement a 40-hour Mandatory Time Off without pay program for all regular, full time County employees for fiscal 2009/10. Part time employees MTO hours will be prorated based on FTE. The MTO shall occur during a closure of all county departments on December 24, 28, 29, 30, 31, 2009.

There may be limited exceptions to the general closure of County Departments due to operational needs, as described below. It is the express intent of the County to maximize the number of MTO participants during the holiday dates. The County Administrator and the affected department head(s) will make alternative arrangements for employees not able to be off during the Holiday closure and in those cases employees will be given alternative MTO days during the fiscal year.

Employees in 24/7 operations where closure is not possible shall participate by purchasing 40 hours of Mandatory Time off that must be taken prior to the end of the fiscal year so that salary savings are realized within the fiscal year. Departments will arrange for the MTO days to be taken off during the fiscal year before granting any vacation request or other time off.

**General Conditions**

**Employees**

MTO shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual, deferred compensation and retirement credit as if the employee had worked their normal schedule. The Employee's base salary shall be reduced for each hour taken as MTO.

Since the MTO pay reduction is spread out during multiple pay periods, resulting in employees being in a pay status for all hours including the MTO, the hourly cash allowance is not impacted and will be paid for all hours in a pay status. Hours not in a pay status (unpaid and non-MTO hours) shall be treated the same as current practices.

MTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.

Employees on MTO may only be assigned to work overtime in case of emergencies.

**Department Conditions**

In order to achieve the desired savings from the MTO program, there shall be no backfilling of furloughed employees by utilizing extra-help employees, temporary registry/agency employees, contractors, volunteers, students, trainees, interns, or volunteer auxiliary during the applicable fiscal year. An exception may be permitted when the furloughed employee and all qualified employees have declined an offer or are unavailable to work a furlough day.

**Vacation and Compensatory Time Buyback**

Vacation and compensatory time buybacks for fiscal year 2009/10 shall be suspended except for any employee who commits in writing to resign or retire during fiscal year 2009/10. The buyback shall be reversed if the separation did not occur as scheduled.

**Vacation and Compensatory Time Off Negotiated Maximums**

Maximum vacation accumulation shall be raised by 40 hours during the applicable fiscal year. Vacation accumulation maximums will be reinstated the first pay date of fiscal year 2010/11. Vacation accumulated in excess of the reinstated maximums must be taken on or before the last pay period of the fiscal year 2010/2011.

Compensatory time off (CTO) accrual limits shall be raised by 40 hours through the last pay period of the 2009/2010 fiscal year. When CTO accrual limits are reinstated, each employee shall have the option of either receiving payment for all CTO accrued in excess of 80 hours, or maintaining the accrued time in excess of 80 hours and taking it off during fiscal year 2010/11 in accordance with the regular time off approval process.

**Program Details MTO Holiday Closure**

**Holiday Closure Pay Deductions - Amortization**

Deductions in pay for the 40 hour Holiday closure shall be amortized over multiple pay periods in the 2009/10 fiscal year and will be determined by the number of pay periods remaining after adoption. The deduction each pay period will allow for payment of the employee during the closure period. Each participating employee shall receive their normal paycheck, less the Holiday closure deduction.

Holiday closure MTO shall be prorated for part-time employees based upon their FTE (full time equivalent). The goal of the amortized reductions is to accrue the necessary salary saving equitably over the same multiple pay periods.

Amortized Holiday closure MTO hours shall continue to apply to periods of vacation, holiday, compensatory time off, or sick leave hours taken.

**Holiday Closure Deduction - New Employees Hired Before Holiday Closure**

New Full time employees hired after the initiation of payroll deductions for Holiday closure shall take the full 40 MTO hours during the closure. New hires will have a higher bi-weekly MTO accrual of hours to ensure the deduction of the required 40 hours by the end of the fiscal year 2009/10.

MTO for part-time employees shall be prorated based upon their FTE (full time equivalent).

**Holiday Closure – New Employees Hired After Holiday Closure**

Employees hired after the Holiday closure will be provided a prorated number of MTO days to be taken by the end of the fiscal year. The employee's bi-weekly salary will be reduced equivalent to the amortized amount that would have been deducted if they had participated from the beginning of the program.

Part-time employees hired after the Holiday closure shall participate in MTO based on a pro-rated basis. Pro-ration will be based on FTE.

No new employees will be hired during the pay period that includes December 24-31, 2009.

**Holiday Closure – Alternative Work Schedules**

Employees who have a regularly scheduled day off due to their alternative work schedule during the Holiday closure period shall still be required to take the full 40 hours of MTO off by the end of the fiscal year. If an employee does not take all of the 40 hours during the closure, they will be required to take it at another time during the fiscal year by mutual agreement between the employee and the appointing authority or designee.

**Holiday Pay**

**December 25 and January 1 Holidays:** Full-Time employees on MTO shall receive eight hours of holiday pay each for December 25<sup>th</sup> and January 1<sup>st</sup>, as provided in the applicable MOU or the Salary Resolution. Pro-ration applies for part-time employees. Neither the MTO deduction nor the mandatory time off shall reduce the number of hours used to calculate the pro-ration of holidays for part time employees.

**Holiday Closure - Terminating Employees**

Employees who were not released from duty during the Holiday closure and separate from County service shall be paid for any accrued MTO hours at their current rate of pay. If a negative balance exists in the MTO account, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.

Employee's who transfer to a bargaining unit or department that is not participating in an MTO program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.

**Holiday Closure - Employees with periods of Leave Without Pay (LWOP)**

Employees requesting LWOP during the applicable fiscal year must exhaust any amortized Holiday closure MTO accumulated prior to going into an unpaid status. If the employee returns to pay status after the required hours are taken, no further MTO deductions shall be taken. If the employee returns to pay status before the required hours are taken, MTO deductions shall resume. The employee will still be required to complete the 40 hours of MTO for the applicable fiscal year.

Employees on leave without pay will not be required to take MTO. Employees who return to pay status from leave without pay will be required to resume MTO deductions on a pro-rated basis.

**Workers Compensation Leave**

MTO provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.

If an employee is receiving temporary disability payments during the Holiday closure and would have been unable to work due to an industrial injury or illness, they will be permitted to utilize accrued but unused time off prior to the end of the fiscal year.

**Alternative 40 hour Mandatory Time Off and 24/7 Operations**

The County shall be closed for business for a period of 40 hours on December 24, 28, 29, 30, 31, 2009 as stated above.

Employees in operations that cannot completely close for the 40 hour Holiday closure and who take MTO at a different time shall be treated in the same manner as described for the Holiday closure as stated herein. The only difference is that an employee who works during the Holiday closure will take alternative days off. Each Department Head will approve MTO days with the intent to minimize

disruption of operations.

Due to operational needs there are exceptions to the general closure of County Departments where special circumstances are required to maintain mandated coverage. For those departments that must operate during all or some of the closure period and for departments that must operate 24 hours a day 7 days per week, participation in the MTO program is still required.

It is the intent of this policy to maximize MTO savings while minimizing the use of overtime to backfill vacant positions.

Employees designated to work during any portion of the Holiday closure will have until the end of the fiscal year to take off the full 40 hours of MTO. Deductions in pay for 40 hours of MTO will be amortized over multiple pay periods in the 2009/10 fiscal year. MTO will be used in increments of the length of one of the employee's regular shifts or less and scheduled with the approval of their supervisor. MTO shall be used before any vacation or compensatory time off during and after the closure, until all forty (40) MTO hours have been exhausted.

Employees taking MTO at a different time than the closure period will be provided the same protections with respect to level of benefits deductions, vacation and sick leave accrual, deferred compensation and retirement credit as employees taking MTO during the closure. MTO taken shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays.