

**VOLUNTARY TIME OFF (VTO) PROGRAM 2009-10**

1. **Purpose:**

The purpose of the Voluntary Time Off program is to mitigate the need for layoffs of employees in a department. This is done by employees in that department reducing their hours worked and their pay on a temporary basis, until funding has improved or staffing levels have been reduced. Employees wishing to work less than their current FTE on a permanent basis are not eligible for this program. Employees wishing to do so should contact their department about a change in the status of their FTE (i.e. become a permanent part time employee).

2. **Request Submission**

- a. An employee wishing to take Voluntary Time Off with out pay (defined as hourly rate) may submit a request for a specific number of hours/days he/she wishes to take as VTO, on the VTO Request Form. The use of VTO is voluntary by the employee and can be withdrawn by the employee at any time. Agreement by the department head to a VTO schedule is voluntary and can be withdrawn by the department at any time.
- b. Joint agreement between the employee and his/her department head or designee is required and shall specify the exact hours/days to be taken off under VTO.

3. **Employee Conditions**

The department head or designee may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same allocation subject to the following conditions:

- a. VTO shall be considered time in pay status for the accrual of benefits, cash allowance 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 and retirement credit. The Employee's base salary shall be reduced for each hour taken as VTO. The hourly cash allowance is paid for all hours in a pay status, thus will not be impacted by VTO hours taken.
- b. VTO may be taken in increments of not less than one-half hour. VTO shall be prorated for part-time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule by up to 25% of their regular work schedule per pay period (for a full time FTE, the maximum reduction per pay period would be 20 hours).
- c. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.
- d. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.
- e. VTO shall be available only to employees who are in pay status the entire work day before the beginning of the VTO, as well as the entire work day after the completion of VTO.
- f. VTO shall not be available to employees on other leaves without pay.
- g. VTO is contingent upon approval of the department head. Department heads may decline to agree for any reason. Approval must be received at least 5 days in advance of the requested dates, and completed before the expiration of the VTO Program.
- h. Employees on VTO may only be assigned to work overtime in case of emergencies.

4. **Department Conditions**

- a. Any VTO savings will remain within the department in which the VTO is taken.
- b. Departments by agreeing to an employee's participation in VTO are agreeing that they will not fill vacant positions in their departments in the same classifications and location of those employees that are participating in VTO. Departments may not use extra help in the same classifications and locations of employees they have approved to be in the VTO Program. If at such time, the department intends to fill vacant positions in the classifications participating in VTO, then the department shall suspend current employees' participation in the VTO program. Departments will not assign overtime to any employees in classifications participating in VTO except in emergencies.
- c. Departments will consider, before approving any VTO request, the impact on revenues and reimbursements for VTO hours and only approve VTO requests that save money after taking into consideration the net impact of those revenue reductions.

5. Term

This program will expire on June 30, 2010.

6. Communication

- a. The County and employee organizations may develop and distribute literature to represented employees that publicizes and explains the VTO program.

# THE COUNTY OF SONOMA VOLUNTARY TIME OFF (VTO) REQUEST

**INSTRUCTIONS:** Carefully read the conditions outlined in the Voluntary Time Off (VTO) Program. Complete this request form (*Please Print*), and submit it to your supervisor who will route it to your Department Head or designee for approval; then to the Department Payroll Clerk for processing and filing. **NOTE:** More than one request form may be submitted.

Name: \_\_\_\_\_ Employee #: \_\_\_\_\_

Job Class: \_\_\_\_\_ Bargaining Unit: \_\_\_\_\_ Department: \_\_\_\_\_

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS
<b>TOTAL:</b>		

This request is an agreement between the represented employee and department head or designee as outlined above. This agreement is subject to approval, and management reserves the right to institute and revoke agreements. Employees may reduce their work schedule by up to 25% of their regular work schedule (for a full time FTE, the maximum reduction per pay period would be 20 hours). A reduction in hours will not impact non salary benefit levels for employees.

VTO may be taken in increments of not less than one-half hour. VTO shall be available to employees who are in “pay status” the work day before the beginning of the VTO as well as in “pay status” the entire work day after the completion of the VTO. VTO shall not be available to employees on leaves without pay.

*The above is in accord with my understanding:*

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Comment: \_\_\_\_\_

**Department Head Authorization:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Comment: \_\_\_\_\_

LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND  
DEPUTY SHERIFF'S ASSOCIATION (DSA)

The County of Sonoma and the DSA have agreed to the following regarding Sonoma County's Voluntary Time Off Program (2009-10):

- 1.) The Deputy Sheriff's Association and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (2009-10) (Attachment A) for fiscal year 2009/2010.
- 2.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment A.
- 3.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.
- 4.) 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.
- 5.) 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.
- 6.) 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.
- 7.) 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.
- 8.) 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.

\_\_\_\_\_  
DSA

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

8/10/09

Date

8/10/09



Date

LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND  
DEPUTY SHERIFF'S ASSOCIATION (DSLEM)

The County of Sonoma and the DSLEM have agreed to the following regarding Sonoma County's Voluntary Time Off Program (2009-10):

- 1.) The Deputy Sheriff's Law Enforcement Management and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (2009-10) (Attachment A) for fiscal year 2009/2010.
- 2.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment A.
- 3.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.
- 4.) 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.
- 5.) 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.
- 6.) 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.
- 7.) 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.
- 8.) 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.

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

8/10/09  
\_\_\_\_\_  
Date  
8/10/09  
\_\_\_\_\_  
Date


LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND  
LOCAL 39

The County of Sonoma and Local 39 have agreed to the following regarding Sonoma County's Voluntary Time Off Program (2009-10):

- 1.) Local 39 and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (2009-10) (Attachment A) for fiscal year 2009/2010.
- 2.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment A.
- 3.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.
- 4.) 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.
- 5.) 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.
- 6.) 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.
- 7.) 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.
- 8.) 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.

  
\_\_\_\_\_  
Local 39

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

8/6/2009  
Date

8/6/09  
Date

Opportunity. Diversity. Service.



COUNTY OF SONOMA

**HUMAN RESOURCES DEPARTMENT**

Proposed Voluntary Time Off (VTO) program and offer to meet and confer.

---

**Return to Linda Ballenger no later than April 21, 2009.**

Email:  
lballen1@sonoma-county.org

Fax :  
707-565-3770

Address:  
Human Resources  
575 Administration Drive Ste 116B  
Santa Rosa, CA 95403

Accept

Reject

Request meet and confer

---

SCDPAA  
Employee Organization

  
Name of Representative

6-9-09  
Date