

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE COUNTY OF SONOMA**

**AND THE**

**SONOMA COUNTY PROSECUTORS' ASSOCIATION**

**DISTRICT ATTORNEY & CHILD SUPPORT ATTORNEY UNIT  
NON-SUPERVISORY**

**July 13, 2010 – July 1, 2012**



## TABLE OF CONTENTS

<u>Article</u>	<u>Provisions</u>	<u>Page</u>
1	PREAMBLE .....	1
2	RECOGNITION .....	1
3	EFFECTIVE DATES AND RENEGOTIATION .....	1
	3.1 Effective Dates .....	2
	3.2 Termination.....	2
	3.3 Discontinuance of Benefits Previously Reserved to Unrepresented Administrative Management Upon Termination of This Agreement .....	2
4	MANAGEMENT RIGHTS .....	2
5	UNION RIGHTS .....	3
	5.1 Release Time .....	3
	5.2 Work Access .....	3
6	SALARIES .....	3
	6.1 Salary Ranges .....	3
	6.2 Salary Adjustments .....	4
	6.3 Administration of the Salary Schedule .....	4
	6.4 Deputy District Attorney III - Temporary Assignment Premium Pay .....	4
	6.5 Deferred Compensation .....	5
	6.6 Mileage Reimbursement .....	5
	6.7 Standby.....	5
	6.8 Hourly Cash Allowance .....	6
7	HOURS OF WORK .....	6
	7.1 Standards .....	6
	7.2 Types of Employment.....	6
	7.3 Work Schedules .....	7
	7.4 Work Hours .....	7
	7.5 Overtime in a Board-Designated Emergency .....	7
	7.6 Compensatory Time .....	7
8	BAR DUES .....	7
9	STAFF DEVELOPMENT .....	7
10	BENEFITS .....	8
	10.1 Benefits to Match Administrative Management .....	8
	10.2 Retirement Program Costs.....	8
11	TIME OFF BENEFITS .....	8
12	GRIEVANCE PROCEDURE .....	8
13	MISCELLANEOUS PROVISIONS .....	9
	13.1 Employment in More Than One Position .....	9
	13.2 Distribution of Memorandum of Understanding .....	9

**TABLE OF CONTENTS**

<u>Article</u>	<u>Provisions</u>	<u>Page</u>
	13.3 No Discrimination.....	9
14	INVALID SECTIONS.....	9
15	FULL PERFORMANCE.....	9
	15.1 No Strike Obligation .....	9
	15.2 No Lockout .....	10
16	FULL UNDERSTANDING, MODIFICATIONS AND WAIVER .....	10
	16.1 Full and Unqualified Waiver .....	10
17	ENACTMENT .....	11
	DOMESTIC PARTNER DEFINED.....	12
	Appendix A – Mandatory Time Off .....	13
	Appendix B – Voluntary Time Off .....	20
	INDEX.....	14

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SONOMA  
AND THE  
SONOMA COUNTY PROSECUTORS' ASSOCIATION  
DISTRICT ATTORNEY & CHILD SUPPORT ATTORNEY UNIT  
NON-SUPERVISORY

**ARTICLE 1 - PREAMBLE**

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Prosecutors' Association, hereinafter called "Association," summarizes the agreements reached concerning wages, hours, terms and conditions of employment. The parties jointly agree to recommend to the County Board of Supervisors the adoption of the Memorandum. The Memorandum of Understanding shall apply only to those classifications within the bargaining unit listed under Article 2 Recognition.

**ARTICLE 2 – RECOGNITION**

Pursuant to the provisions of the Employee Relations Policy of the County of Sonoma and applicable state law, the Association is certified by the County as the representative of all regular full-time and regular part-time employees of the District Attorney's Office and the Department of Child Support Services in the following classifications:

DISTRICT ATTORNEY'S OFFICE & DEPARTMENT OF CHILD SUPPORT SERVICES NON-SUPERVISORY

Deputy District Attorney I	Child Support Attorney I
Deputy District Attorney II	Child Support Attorney II
Deputy District Attorney III	Child Support Attorney III
Deputy District Attorney IV	Child Support Attorney IV

**ARTICLE 3 - EFFECTIVE DATES AND RENEGOTIATION**

3.1 Effective Dates

The following items shall constitute the wages, hours, terms and conditions for employees represented by the Association. The parties agree that all changes contained herein shall become effective upon Board adoption, unless otherwise specified herein. The Salary Resolution referred to in this Memorandum is Salary Resolution No. 95-0926 of Sonoma County as it exists today or as it may be amended during the term of this Memorandum.

### 3.2 Termination

This Memorandum shall be in effect until 12:00 midnight on July 1, 2012 and shall renew automatically from year to year thereafter unless either party notifies the other party in writing, prior to any April 1, of any year of its desire to modify or terminate this Memorandum.

### 3.3 Discontinuance of Benefits Previously Reserved to Unrepresented Administrative Management Upon Termination of This Agreement

The parties acknowledge that the County has agreed to provide, for the term of this MOU only and any mutually agreed annual extensions thereof, certain benefits that are authorized in Salary Resolution No. 95-0926 for the County's unrepresented administrative management. These include but are not limited to: (1) salary increases equating to those given the corresponding class of Deputy County Counsel; (2) deferred compensation; (3) life insurance; (4) health and dental benefits; (5) an annual physical examination; (6) sabbatical leave; (7) management benefit allowance; (8) administrative leave. The parties agree that the County shall not be obligated by the terms of this MOU or any provision of law, including, but not limited to the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., to continue to provide those benefits after the expiration date of this MOU. This shall be so even if the parties have not reached agreement on a successor MOU at the time this MOU expires. Thus, for example, if after the MOU expires and no successor MOU has been agreed upon, the Deputy District Attorneys shall continue to be paid the same biweekly salary (exclusive of deferred compensation and other benefits) they were receiving during the last full pay period prior to the MOU's expiration, but will not automatically, or by operation of this MOU or other law, be entitled to any salary increase or other compensation adjustment granted to the Deputy County Counsels (to whom this MOU pegs them) after expiration of this MOU. Also, for example, the County shall have no obligation to continue to provide deferred compensation benefits provided herein following the expiration of this MOU, either in a successor MOU or during any period before a successor MOU is reached, except as mutually agreed upon in writing by the parties.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

4.1 The Association recognizes that the County has and will continue to retain in all respects, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its public services and its work force performing those services.

4.2 The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to

set standards of service to be offered to the public and through its management officials, to exercise control and discretion over its organization and operations; to establish and enforce administrative regulations and work in addition to and not inconsistent with the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to relieve its employees from duty because their positions are abolished, or whenever necessary because of lack of work or lack of funds; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the County's services are to be provided, purchased or contracted, including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County and public.

**ARTICLE 5 – UNION RIGHTS**

5.1 Release Time

Reasonable release time for representation issues shall be in accordance with MMB (Meyers Milias Brown) and release time shall be approved in advance by the department and shall be limited to representational matters only.

The number of County employees released for such representational matters shall not exceed 1 except by mutual agreement or 3 for purposes of negotiating a successor memorandum of understanding.

The authorized representatives of the Union shall be made known to the Director of Human Resources and updated as changes occur.

5.2 Work Access

Union representatives shall provide at least 24 hour advance notice for any on site visits to the District Attorney’s office to the designated representative of the District Attorney and shall follow Departmental security protocols unless mutually agreed to. Such requests shall not interfere with the operations of the Department to process grievances.

**ARTICLE 6 - SALARIES**

6.1 Salary Ranges

(A) Salary Ranges effective January 13, 2009:

<u>Classification</u>	<u>Salary Range</u>	<u>Approximate Monthly Rate</u>
Deputy District Attorney I & Child Support Attorney I	3783	\$6,580 - \$7,999
Deputy District Attorney II &		

Child Support Attorney II	4156	\$7,228-\$8,787
Deputy District Attorney III & Child Support Attorney III	4781	\$8,315-\$10,109
Deputy District Attorney IV & Child Support Attorney IV	5384	\$9,364-\$11,384

6.2 Salary Adjustments

Any adjustment to the salary ranges-listed above shall be the same as those provided to the corresponding Deputy County Counsel classes and shall have the same effective date. For example, the Deputy District Attorney I salary range, if adjusted, shall be the same as the Deputy County Counsel I salary range.

6.3 Administration of the Salary Schedule

The administration of the salary schedule shall be as provided for in the Salary Resolution No 95-096 of the County of Sonoma.

6.4 Deputy District Attorney III Temporary Assignment Premium Pay

- (A) An employee in the class of Deputy District Attorney III may be temporarily assigned by the District Attorney to be responsible for felony trial duties normally performed by an employee in the class of Deputy District Attorney IV. The District Attorney shall evaluate the performance of the Deputy District Attorney III during the temporary assignment. If the District Attorney certifies that the Deputy District Attorney III fully performs to the satisfaction of the District Attorney, then effective at the beginning of the start of the first full pay period following six total months of satisfactory work in the higher class assignment, a Deputy District Attorney III shall be entitled to receive a premium pay of **7%** above the employee's base hourly pay for all subsequent hours of work spent in this higher class assignment.
- (B) A Deputy District Attorney III, who has been certified under this Article 6.4 by the District Attorney as satisfactorily performing serious felony trial duties, will be eligible for the **7%** premium pay whenever the District Attorney subsequently reassigns the Deputy District Attorney III to another future assignment to again perform serious felony trial duties.
- (C) A Deputy District Attorney III may be certified under this Article 6.4 by the District Attorney to receive the **7%** premium pay prior to completion of the six-month temporary assignment period if the employee has had equivalent previous felony trial experience and demonstrates to the District Attorney that the employee has satisfactorily performed serious felony trial duties.
- (D) At any time during such an assignment to serious felony trial duties, the District Attorney may remove the Deputy District Attorney III from such an assignment. In such a case, the

7% premium pay, if provided, shall cease effective with the last hour worked in such assignment.

- (E) Any decision by the District Attorney under this Article 6.4 is within the District Attorney's sole discretion and may not be the subject of a grievance under the County's General Grievance Procedure nor under any other appeal procedure or policy of the County.

#### 6.5 Deferred Compensation

The County shall deposit a percentage of the biweekly base salary of each employee of this bargaining unit into the 401(a) Deferred Compensation account, provided that the employee is in pay status for at least 50% of the employee's regular work schedule in a pay period. The percentage will be the same as that deposited on behalf of unrepresented administrative management and shall be modified if and in the same manner that the deferred compensation benefit is modified for unrepresented administrative management employees. Nothing herein renders the County liable to any employee for continuance of the current deferred compensation plan in the event of a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof or the employee becoming ineligible to participate in the deferred compensation plan.

#### 6.6 Mileage Reimbursement

Mileage reimbursement shall be based on the IRS standard business mileage rate.

#### 6.7 After Hours Standby Duty

Deputy District Attorneys (DDAs) assigned by the District Attorney/ DA designee to After Hours Standby Duty for either Search Warrant, Homicide/Critical Incident, or Redwood Children's Center Multi-Disciplinary Interview Center (RCC-MDIC) duty are required to be available to respond at all times while on standby duty by county issued cellular phone in order to facilitate a prompt response. DDAs assigned to Homicide/Critical Incident or RCC-MDIC duty are expected to respond to the scene within one hour of the call being placed by the DA Investigator or District Attorney designee. Therefore DDAs must remain in an area that has cellular service while assigned to standby duty. DDAs assigned to Search Warrant duty must be available to answer all calls immediately. DDAs assigned to standby duty are required to adhere strictly to the District Attorney Department's Zero Tolerance Policy with respect to alcohol and drug use.

It is the responsibility of the assigned DDA to immediately request the District Attorney/DA designee to reassign standby duty in the event that the DDA is medically required to consume medication that may impair their ability to perform assigned duties.



DDAs assigned to Search Warrant or Homicide/Critical Incident standby duty will be required to work a 5/8 (8:00 am to 5:00 pm) schedule for the duration of their standby duty assignment. Standby hours will begin at the end of the DDA scheduled work day (5:00 pm) and continue until the beginning of the next scheduled work day (8:00 am).

Attorneys assigned to be on standby for Search Warrant Standby duty will receive a flat rate maximum of \$2.80 per hour. Attorneys assigned to be on standby for Homicide/Critical Incident, or RCC-MDIC Standby duty will receive a flat rate maximum of \$3.50 per hour. No Attorney shall receive Search Warrant and Homicide/Critical Incident pay simultaneously. No employee shall be paid for standby duty and other compensable duty (except for holiday pay) simultaneously.

#### 6.8 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, (or approximately a maximum of \$600.00 per month).

Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases in the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

### **ARTICLE 7 - HOURS OF WORK**

#### 7.1 Standards

This Article is intended only as a basis for outlining standards for hours of work. Hours specified under types of employment indicate a commitment by the County to hours each employee is to be regularly scheduled, as long as there is sufficient work.

#### 7.2 Types of Employment

**FULL-TIME:** An allocated position which is regularly schedule to work 80 hours in a biweekly pay period of 14 consecutive calendar days.

**PART-TIME:** An allocated position which is regularly schedule to work less than 80 hours in a

biweekly pay period of 14 consecutive calendar days.

7.3 Work Schedules

The County reserves the right to establish and modify work schedules.

7.4 Work Hours

Deputy District Attorneys shall work any and all hours necessary in the performance of their assigned duties without regard to fixed working schedules.

7.5 Overtime in a Board-Designated Emergency

Employees in this unit shall be eligible for straight time overtime when working beyond 40 hours in a week due to a Board of Supervisors' declared emergency. Such straight-time overtime may be paid in cash upon authorization of the Board of Supervisors. Under no circumstances shall an employee covered by this Memorandum be paid or be compensated in any manner for overtime except under such conditions as may be set forth by the Board of Supervisors.

7.6 Compensatory Time

Compensatory time may be accrued for the limited circumstances specified in this Memorandum to a maximum of 80 hours. When 80 hours of compensatory time have been accumulated, the department will compensate the employee in cash in lieu of additional compensatory time off. No employee shall take compensatory time off without prior approval of the appointing authority. The appointing authority shall attempt to schedule such time off at the time agreeable to the employee. Each employee who is separated from County service shall be entitled to payment for accrued overtime at the employee's base hourly rate at the time of the employee's separation.

**ARTICLE 8 - BAR DUES**

Bar Dues shall be paid in the same manner as is provided for attorneys in the County Counsel's office in the Salary Resolution.

**ARTICLE 9 - STAFF DEVELOPMENT**

Staff Development and continuing education benefits shall be as provided to unrepresented administrative management employees in the Salary Resolution. Employees in this bargaining unit shall be eligible for the Benefit Allowance provided to unrepresented administrative management employees. This allowance shall be subject to the same conditions and limitations as provided in the Salary Resolution and the Management Benefit Allowance guidelines.

## **ARTICLE 10 – BENEFITS**

### 10.1 Benefits to Match Administrative Management

Employees in this bargaining unit shall be entitled to the same health, dental, vision care, life insurance, retirement, annual medical examination and long-term disability insurance terms, conditions and benefits provided to unrepresented administrative management employees in the Salary Resolution No. 95-0926. Employees in this unit shall be entitled to any additional benefits provided to unrepresented administrative employees during the term of this agreement.

### 10.2 Retirement Program Cost

The parties agree to participate in a discussion of modifications to the current retirement formula for new hires. There shall be no change to the current retirement formula absent mutual agreement between the bargaining units and the County.

## **ARTICLE 11 - TIME OFF BENEFITS**

Employees in this unit shall be entitled to the same holiday, sick leave, compassionate leave, court leave, jury duty, and voting leaves under the same terms and conditions provided to unrepresented administrative management employees in the Salary Resolution No. 95-0926. In lieu of overtime employees in this unit shall be entitled to the same vacation and administrative leave under the same terms and conditions as provided to unrepresented administrative management employees in the Salary Resolution No. 95-0926. No paid absence under any provision of this agreement shall be considered as a break in service for any employee who is in paid status during such absence. All benefits which, under provisions of this agreement, accrue to employees who are in pay status shall continue to accrue during such absence. Employees in this unit shall be eligible for a sabbatical leave under the same terms and conditions provided to unrepresented administrative management employees in the Salary Resolution No. 95-0926.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

An employee covered under the terms of this Memorandum may use the General County of Sonoma Grievance Procedure as established on May 10, 1983 or as such Procedure may be modified in the future, for resolving any grievance the employee may have in accordance with the provisions of the Grievance Procedure, except that the definition of a grievance shall mean only an alleged violation of the expressed terms and conditions of this Memorandum.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

### **13.1 Employment in More Than One Position**

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a regular position may be employed by the County of Sonoma in any other regular, temporary or seasonal position, nor shall any person be employed by the County in two or more part-time positions which will, in combination, provide for more than forty (40) hours of regularly scheduled work in any calendar week.

### **13.2 Distribution of Memorandum of Understanding**

The County will post a copy of this Memorandum and a copy of the Salary Resolution on-line at the County's inter-net and intra-net sites within 60 days of the adoption of the agreement by the Board of Supervisors.

### **13.3 No Discrimination**

Provisions of this Memorandum of understanding shall be equally applied to all employees in the unit without unlawful discrimination as to age, sex, race, color, natural origin, ancestry, religion, physical handicap, medical condition (cancer related), marital status or sexual orientation. The parties agree that the prohibition against sexual discrimination include sexual harassment. The County and the Union shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure to first seek adjustment of a complaint, but may not use the Grievance Procedure of this Memorandum of understanding.

## **ARTICLE 14 - INVALID SECTIONS**

In the event that any article or section of this Memorandum shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of article or section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby.

## **ARTICLE 15 - FULL PERFORMANCE**

### **15.1 No Strike Obligation**

The Association and all employees covered by this Memorandum agree that it and they shall abide by and uphold all laws. In addition, the Association agrees that all employees represented by the Association shall not during the terms of this Memorandum withhold work in any manner or form whatsoever or fail to fully and faithfully perform all duty assignments given them individually or collectively by the County. The foregoing covenant by the Association is a material inducement to

the County's execution and ratification of this Memorandum, and is a condition precedent to the continued performance by the County of its obligations under this Memorandum. The County may discipline any employee covered by this Memorandum who violates this provision.

15.2 No Lockout

County also acknowledges its continuing responsibilities to its employees and agrees that during the term of this Memorandum it will not "lock out" employees covered by this Memorandum.

**ARTICLE 16 - FULL UNDERSTANDING, MODIFICATIONS AND WAIVER**

This Memorandum is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Memorandum. No amendment, alteration, understanding, variation, waiver or modification of any of the terms or provisions of this Memorandum shall in any manner be binding on the parties unless made and executed in writing between the parties hereto and approved and implemented by the County's Board of Supervisors.

16.1 Full and Unqualified Waiver

Except as specifically provided herein, it is agreed and understood that Association voluntarily and unqualifiedly waives its right to and releases the County, during the terms of this agreement, from any obligation to meet and confer on any subject or matter contained herein or with respect to any subject or matter not specifically referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. In exchange for the terms and conditions herein expressed in this agreement, Association acknowledges that County has fulfilled its obligations under Government Code Section 3505 for the full term of this agreement.

The failure of either party to this agreement to seek enforcement of any of the terms or conditions contained herein shall not constitute a precedent in the future enforcement of any or all of the terms and provisions of this Memorandum.

Nothing in this Memorandum shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the rules adopted thereunder.

The County and the Association agree that any policy, procedure, rule, regulation, benefit, or form of compensation including salary that is changed or modified by the terms and conditions

of this Memorandum is hereby repealed in its entirety, and that this Memorandum is in full force and effect on the date of the Board of Supervisors implements it.

**ARTICLE 17 – ENACTMENT**

The Board of Supervisors will amend its written policies and take other appropriate action by resolution or otherwise in order to give full force and effect to this Memorandum. The below named representatives of the County and the Union agree to recommend the Board's implementation of this Memorandum of Understanding:

COUNTY OF SONOMA

SONOMA COUNTY PROSECUTORS'  
ASSOCIATION

/s/ Fran Buchanan

/s/ Craig Brooks

\_\_\_\_\_  
Fran Buchanan, IEDA

\_\_\_\_\_  
Craig Brooks, President, SCPA

/s/ Lynne Durrell

/s/ Michael Nelson

\_\_\_\_\_  
Lynne Durrell, Employee Relations

\_\_\_\_\_  
Michael Nelson, Attorney

## **DOMESTIC PARTNER DEFINED**

The term "domestic partner" as used in the MOU is based on the definition below:

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County an "Affidavit of Domestic Partnership" attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the County in writing if there is a change of circumstances attested to the affidavit; and
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination. A member of a domestic partnership may provide notice of the end of said relationship by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that 1) the partnership is terminated and 2) a copy of the termination statement has been mailed to the other partner.

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County. This requirement does not apply if the earlier domestic partnership ended because of the death of either partner.

Appendix A  
LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND  
SONOMA COUNTY PROSECUTORS' ASSOCIATION (SCPA)

The County of Sonoma and SCPA have agreed to the following regarding Sonoma County's Mandatory Time-Off Program for fiscal years 2010/2011 and 2011/2012, effective July 1, 2010:

- 1.) The SCPA and the County of Sonoma (County) have agreed to participate in the Mandatory Time-Off (MTO) Program (Attachment A) for fiscal years 2010/2011 and 2011/2012.
- 2.) All regular part-time and full-time employees represented by SCPA shall participate in the MTO Program.
- 3.) The MTO Program for fiscal year 2010/2011 requires 8 days (64 hours) of time-off without pay for all full-time County employees. The MTO Program for fiscal year 2011/2012 requires 5 days (40 hours) of time-off without pay for all full-time County employees. The required MTO will be pro-rated for part-time employees. All MTO hours for SCPA shall be accrued and used as "floaters". Floating MTO is to be taken prior to the last full pay period of the corresponding fiscal year, and is subject to the "24/7 Operations" and "Floating MTO" provisions of the Program document (Attachment A).
- 4.) The details of the MTO Program, including employee benefits and status during the MTO, are described in the Program document (Attachment A).
- 5.) Effective July 1, 2010, the cash-out of accrued vacation (Vacation Buyback – Salary Resolution Section 24.5) and compensatory time off (CTO) shall be suspended for fiscal years 2010/11 and 2011/2012, Exceptions will be made for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during the corresponding fiscal year, and in accordance with the Program document (Attachment A).
- 6.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.
- 7.) 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.
- 8.) 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.
- 9.) 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.
- 10.) 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.

- 11.) 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.

/s/ Craig Brooks  
\_\_\_\_\_  
**SCPA**

6/30/10  
\_\_\_\_\_  
Date

/s/ Carol Allen  
\_\_\_\_\_  
**County of Sonoma**

6/30/10  
\_\_\_\_\_  
Date

**(Signed document on file with Employee Relations)**

## **MANDATORY TIME OFF (MTO) PROGRAM (FY 10/11 & 11/12)**

### **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 special 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. An increase in extra-help employees may not be used to offset MTO staffing impacts.

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.

### **MANDATORY TIME OFF AND HOLIDAY OFFICE CLOSURE FY 10/11 & FY 11/12**

**In fiscal year 2010-11**, the County shall utilize a 64 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure and 24 hours (3 days) of floating MTO. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:

December 23, 27, 28, 29, 30, 2010. (December 24 and 31 are the scheduled holidays)

In addition to these 40 hours (5 days) of scheduled Holiday Closure, each regular full-time employee will be required to schedule an additional 24 hours (3 days) of mandatory time off to be taken prior to the end of the last full pay period in the 2010/2011 fiscal year.

**In fiscal year 2011-12**, the County shall utilize a 40 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:

December 23, 27, 28, 29, 30, 2011 (December 26 is a scheduled holiday)

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 prior to the last full pay period in the fiscal year.

### **MTO in 24/7 Operations**

Employees in 24/7 operations where closure is not possible shall participate by taking 64 hours of floating MTO in fiscal year 10/11, and 40 hours of floating MTO in fiscal year 11/12, that must be taken prior to the last full pay period each 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 compensatory time off.

### **Floating MTO days**

Floating MTO days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department's operations while not generating overtime to cover for MTO hours taken. Options for some or all of the Floating MTO days include, but are not limited to the following:

- The Department Head chooses to close based on reduced service demands so that some or all of the employees of the department are on MTO simultaneously
- The Department remains fully or partially open, and the Department Head sets a schedule for MTO days.
- Floating MTO days are scheduled similar to vacation days at the employee's request with approval from their supervisor
- Any combination of the above

### **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.

Base salary shown on the salary schedules in the respective MOU or Salary Resolution, shall not be adjusted for MTO purposes. Instead, a "deduction" to salary will be the method used to generate MTO savings. Retirement contributions made by the County/Employee for active employees are not affected by the MTO Program. Also, computations used for final compensation for employees retiring are not affected by the MTO Program.

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. In the event an employee is required to work on a previously scheduled MTO day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future MTO day.

### **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 or in cases where extra-help is regularly used to cover "fixed post" positions.

### **Vacation and Compensatory Time Buyback**

Vacation and compensatory time buybacks for fiscal year 2010/2011 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2010/2011. The buyback shall be reversed if the separation did not occur as scheduled.

Vacation and compensatory time buybacks for fiscal year 2011/2012 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during

fiscal year 2011/2012. The buyback shall be reversed if the separation did not occur as scheduled.

### **Vacation and Compensatory Time Off Negotiated Maximums**

Vacation Accrual for fiscal year 10/11:

Maximum vacation accumulation shall be raised by 64 hours (above MOU stated limits) during the 2010/2011 fiscal year.

Vacation Accrual for fiscal year 11/12:

Maximum vacation accumulation shall remain raised by 40 hours (above MOU stated limits) during the 2011/2012 fiscal year.

Vacation Accrual for fiscal year 12/13:

Normal vacation accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013.

Employees will not lose any vacation hours accrued above the MTO adjusted caps, however, additional vacation hours will not accrue until the vacation accrual balance falls below the established MOU cap for the corresponding fiscal year.

Compensatory Time Off (CTO) For fiscal year 10/11:

Compensatory time off (CTO) accrual limits shall be raised to 144 (64 hours above MOU stated limits) through the last pay period of the 2010/2011 fiscal year.

Compensatory Time Off (CTO) For fiscal year 11/12:

Maximum CTO accumulation shall drop back to 120 hours (40 hours above MOU stated limits) during the 2011/2012 fiscal year.

Compensatory Time Off (CTO) For fiscal year 12/13:

Normal CTO accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013. CTO accumulated in excess of the reinstated maximums must be used on or before the last pay period of the fiscal year 2012/2013. At the end of fiscal year 12/13, any remaining accrued CTO hours, above the MOU stated limits will be paid to the employee.

### **MTO Program Details**

#### **Pay Deductions – Amortization**

Deductions in pay for all MTO hours shall be amortized over multiple pay periods in the corresponding 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 consistently throughout the year, including the closure periods. Each participating employee shall receive their normal paycheck, less the MTO deduction. The deduction will be prorated for part-time employees.

#### **MTO Accounts and Balances**

Payroll will set up accounts for each employee for MTO accumulated each pay period by payroll deduction, and MTO taken which will be credited each pay period for Holiday Closure or floating MTO days taken.

It is the Department's responsibility to monitor, authorize and schedule MTO days to ensure employees are given the opportunity to take the full number of MTO hours assigned per fiscal year, and that employees do not exceed the full number of MTO hours assigned per fiscal year through the last full pay period of the corresponding fiscal year.

At the close of the 2011/2012 fiscal year any balance in the MTO accumulated account (MTO due to the employee) will remain in the employee's account to be taken during following fiscal years until depleted.

Employees must use any accumulated MTO prior to using vacation or compensatory time off.

If at the close of the 2011/2012 fiscal year any employees with a balance remaining in the MTO taken account (MTO owed to the County), MTO deductions will continue into the next fiscal year until the balance is offset.

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

#### **MTO Deduction - New Employees**

New Full time employees hired will have the same amortized deduction as all other County employees. New employees shall be required to take a prorated number of MTO hours during the fiscal year, to be determined based on their date of hire.

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

#### **Holiday Closure – Alternative Work Schedules**

Employees who have a regularly scheduled day off due to their alternative work schedule during any Holiday Closure period shall still be required to take the full number of hours of MTO off by the end of the corresponding fiscal year.

#### **Holiday Pay**

Full-Time employees on MTO shall receive eight hours of holiday pay for each holiday, 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.

#### **MTO - Terminating Employees**

Employees who were not released from duty during the Holiday Closures and separate from County service shall be paid for any accrued MTO hours not taken 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.

#### **Employees Laid Off – Eligible for Severance**

If an employee receives a lay off notice, and is eligible for a severance period that includes any of the Holiday Closure or scheduled floating MTO days, the time will not be charged to MTO, vacation, sick leave, or CTO. Any MTO accrued but unused balances will be paid to the employee at time of lay off.

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

Employees requesting LWOP during the applicable fiscal year must exhaust any amortized MTO accumulated prior to going into an unpaid status. Employees returning to paid status will have the same MTO deduction taken as regular County employees (pro-rated based on FTE). Each time the employee goes on leave, any MTO accumulated balances will be depleted so there is a zero (0) balance before any other paid or unpaid leave is used.

Any balances remaining at the end of the fiscal year will be reconciled as stated above. (MTO Accounts

and Balances)

### **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 any 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.

### **Long Term Disability**

Earnings for employees on Long Term Disability will be based on regular salary and not be reduced by the amounts deducted for MTO.

### **Floating Mandatory Time Off and 24/7 Operations**

The County shall be closed for business for a total of 40 hours in fiscal year 2010/11 (the 3 Floating MTO days in fiscal year 2010/2011 may result in a departmental closure, at the department head's discretion), and 40 hours in fiscal year 2011/12, as stated above.

Employees in operations that cannot completely close for Holiday Closure and who take all MTO as floating MTO days (64 hours in fiscal year 2010/11 and 40 hours in fiscal year 2011/12) 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 all MTO as floating MTO days.

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, standby, or callback to backfill vacant positions.

### **Scheduling of Floating MTO days**

Employees designated to work during any portion of the Holiday Closures will have until the end of the corresponding fiscal year to take off the hours of MTO. Deductions in pay for all hours of MTO will be amortized over multiple pay periods in the corresponding 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, until all MTO hours have been exhausted.

Employees taking floating MTO 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 closures. MTO taken shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays.

Appendix B

LETTER OF UNDERSTANDING  
COUNTY of SONOMA  
AND  
SONOMA COUNTY PROSECUTORS' ASSOCIATION (SCPA) TEAMSTERS 856

The County of Sonoma and SCPA have agreed to the following regarding Sonoma County's Voluntary Time Off Program:

- 1.) The Sonoma County Prosecutors' Association (SCPA) and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (Attachment B) for fiscal years 2010/2011 and 2011/2012.
- 2.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment B.
- 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.

/s/ Craig Brooks	6/30/10
_____	_____
<b>SCPA</b>	Date
/s/ Fran Buchanan	6/30/10
_____	_____
<b>County of Sonoma</b>	Date

(Signed document on file with Employee Relations)





## **VOLUNTARY TIME OFF (VTO) PROGRAM**

(Extension of V.T.O. Program through June 30, 2012.)

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, 2012

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 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: \_\_\_\_\_

## INDEX

<u>Provision</u>	<u>Page</u>
Administration of the Salary Schedule.....	4
Discontinuance of Benefits Previously Reserved to Unrepresented Administrative Management Upon Termination of This Agreement .....	2
BAR DUES.....	7
BENEFITS .....	8
Compensatory Time .....	7
Deferred Compensation .....	5
Deputy District Attorney III Temporary Assignment Premium Pay.....	4
Distribution of Memorandum of Understanding.....	9
DOMESTIC PARTNERS DEFINED .....	12
Effective Dates.....	1
EFFECTIVE DATES AND RENEGOTIATION .....	1
Employment in More Than One Position.....	9
Full and Unqualified Waiver .....	10
FULL PERFORMANCE .....	9
FULL UNDERSTANDING, MODIFICATIONS AND WAIVER .....	10
GRIEVANCE PROCEDURE .....	8
HOURS OF WORK .....	6
INVALID SECTIONS .....	9
MANAGEMENT RIGHTS .....	2
MANDATORY TIME OFF .....	13
Mileage Reimbursement.....	5
MISCELLANEOUS PROVISIONS.....	9
No Discrimination.....	9
No Lockout.....	10
No Strike Obligation.....	9
Overtime in a Board-Designated Emergency.....	7
PREAMBLE .....	1
RECOGNITION.....	1
Release Time.....	3
SALARIES .....	3
Salary Ranges .....	3

## INDEX

<u>Provision</u>	<u>Page</u>
Salary Adjustments .....	4
Termination .....	2
TIME OFF BENEFITS .....	8
Types of Employment .....	6
STAFF DEVELOPMENT .....	8
Standby .....	5
UNION RIGHTS.....	3
VOLUNTARY TIME OFF .....	20
Work Access.....	3
Work Hours.....	7
Work Schedules .....	7