

**LETTER OF AGREEMENT
Between**

**THE COUNTY OF SUTTER
And
SUTTER COUNTY EMPLOYEES ASSOCIATION, LOCAL NO. 1**

This Letter of Agreement is made and entered into between the Sutter County Employees Association, Local No. 1 (Association) and the designated representatives of the County of Sutter (County) pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.).

Background

The recent and sustained downturn in the economy has negatively impacted County revenues and the County's ability to maintain current service levels to the public. Even though the County and the Association have worked cooperatively to implement a number of cost-saving measures, the County still must draw down on reserves for the third successive year in order to balance the 2011-2012 budget. For the first time since 1991, the recommended County budget includes a significant number of layoffs. Despite these efforts, the County's near-term financial situation remains tenuous.

It is within this context of on-going cooperative effort that the Association and the County agree to establish the below-described Voluntary Time-Off Program. The purpose of this program is to provide represented employees the opportunity to voluntarily participate in additional cost saving measures intended to provide the County some degree of enhanced flexibility when dealing with future revenue shortfalls and to mitigate the impact of any such shortfalls.

Voluntary Time Off Program

The County and the Association agree to establish a Voluntary Time-Off (VTO) Program as described below. Employees assigned to the General, Supervisory and Professional Units may participate in the VTO Program subject to the following conditions.

1. Participation is voluntary and requires the approval of the appointing authority. Prior to approving an employee's request to take VTO, the appointing authority must first: consider the operational impacts of the request; determine that approval of the request will generate savings; and, determine that approval will not result in the loss of revenue.
2. Once approved, only the appointing authority may cancel, reschedule, reduce, or modify in any manner an employee's scheduled VTO. Employee initiated requests for reconsideration/modification will be submitted in writing to the appointing authority detailing the reason(s) for the request. Employee requests that are based upon a documented hardship will not be unreasonably denied. County initiated modifications will be communicated to the affected employee in writing and the employee will be given the opportunity to respond prior final determination by the appointing authority. In all cases, the final determination of the appointing authority will be communicated to the affected employee in writing as soon as reasonably possible and in no case less than three (3) working days prior to the originally scheduled VTO.
3. VTO must be taken in increments of full workdays not to exceed two (2) workdays in a pay period and twenty-six (26) workdays during any fiscal year.

4. VTO is an unpaid absence that will be deducted from the participating employee's paycheck in the same pay period the VTO is taken.
5. Any change in a participating employee's employment or pay status may trigger a review and reconsideration of any previously approved VTO. Reviews conducted pursuant to this provision may be requested by the participating employee or may be initiated by the appointing authority. Employee requests for review and/or reconsideration will be submitted in writing detailing the reason(s) for the request.
6. If, during the term of this Agreement, work hours are reduced or a mandatory furlough program is implemented, any VTO taken by a participating employee during the same period covered by the mandatory program will be credited against the employee's mandatory time-off obligation on an hour-for-hour basis. The inclusion of this paragraph does not constitute a waiver of the bargaining rights/obligations that may be associated with work hour reductions and mandatory furloughs.

VTO To Avoid Layoffs

Subject to the following conditions, employees assigned to the same Organizational Unit may, with the approval of the County Administrative Officer (CAO) or designee, volunteer as a group to take a specified number of VTO days for the purpose of avoiding layoffs within that Organizational Unit.

1. Group VTO requests for the purpose of avoiding layoffs will be submitted in writing on the form provided and will be bundled and processed by the Appointing Authority as a single request.
2. Prior to making his/her recommendation to the CAO regarding a group VTO request, the appointing authority must first: consider the operational impacts of the request; designate the layoffs to be avoided; determine that the sum of the VTO requested by the group will generate enough General Fund savings to avoid the designated layoffs; and, determine that approval will not result in the loss of revenue.
3. Upon receipt of a group VTO request, the CAO or designee will: review the request; verify the estimated savings; either approve or deny the request; and notify the appointing authority of the decision in writing. Once approved only the CAO or designee may cancel, reschedule, reduce, or modify the scheduled group VTO.
4. If a group VTO request is denied, the applications will be returned to each member of the group and the affected employees will be notified that they may apply for VTO as individuals.

Processing VTO Requests

Generally, VTO requests will be processed pursuant to Section 14. LEAVE OF ABSENCE AND ASSIGNMENT OF LEAVE BALANCES FOR CATASTROPHIC ILLNESS OR INJURY of the Rules Governing Employee Compensation, Benefits and Working Conditions (Benefit Rules). Other provisions of Section 14 notwithstanding:

1. VTO must be requested in writing on the form provided at least two weeks prior to the first day of VTO. Employees will be notified whether their request has been approved or denied in writing as soon as reasonably possible and in no case less than three (3) working days prior to the requested VTO.
2. VTO is an unpaid leave granted pursuant to Section 14.3 Departmental Leave Not Qualifying for the Family and Medical Leave Act, the California Family Rights Act or the California

Pregnancy Disability Leave (Departmental Leave) of the Benefit Rules. VTO taken by an employee will be included in the calculation of any Departmental Leave that may be available to the employee for other purposes.

3. VTO will be deducted from the participating employee's paycheck in the same pay period that the VTO is taken.
4. Employees will not be required to exhaust other accumulated leave and compensatory time off balances prior to the taking of VTO.
5. VTO will be treated as time worked for: the purposes of all leave/vacation accruals; the calculation and payment of overtime; all seniority determinations; the eligibility and compensation for holidays; the payment of all contributions normally paid by the County on behalf of the participating employee; the calculation and determination of anniversary dates; and, the calculation and determination of the final day of probation.


Evaluation – Dispute Resolution - Duration

At any time during the term of this Agreement, either the Association or the County may request that the parties meet to evaluate the effectiveness of the VTO Program. If a meeting is requested, the parties will meet within fourteen (14) calendar days unless some other meeting date is mutually agreed upon. Modifications to this Agreement will be in writing and will be made by mutual agreement only.

Should a dispute arise regarding the interpretation or application of the VTO Program, the Association may file a grievance directly at Step III (Section 20.5 C.) of the Grievance Procedures as described in Section 20.0 GRIEVANCE PROCEDURES of the Sutter County Personnel Rules and Regulations. Decisions of the appointing authority and/or the County Administrative Officer regarding the approval, denial or modification of individual and group VTO requests will not be grievable.


Unless mutually extended by the parties in writing to a date certain, this Agreement shall terminate on June 30, 2012.

**For The
Sutter County Employees Association**



Date: 7/21/11

**For The
County of Sutter**



Date: 7-27-11

**COUNTY OF SUTTER
VOLUNTARY TIME-OFF PROGRAM
APPLICATION**

This application is submitted as an Individual Request.

This application is submitted as part of a Group Request to avoid layoffs.

I _____, pursuant to the terms of the Sutter County Voluntary Time-Off (VTO) Program and Sections 14.1 A 4 and 14.3 of the Rules Governing Employee Compensation, Benefits and Working Conditions request approval of VTO on the following dates:

(Requests to be in full-day increments not to exceed two (2) days per pay period and twenty-six days per fiscal year)

I submit this application with the understanding that:

- My participation in the VTO Program is voluntary;
- VTO is time off without pay which will be deducted from my paycheck in the same pay period that the VTO is taken;
- Individual VTO requests are subject to the approval of the appointing authority and once approved cannot be modified in any manner without approval of the appointing authority;
- Group VTO requests to avoid layoffs are subject to the approval of the County Administrative Officer (CAO) or designee and once approved cannot be modified in any manner without approval of the CAO or designee.¹

Signature

Date

¹ Because VTO to Avoid Layoffs is a specific budget-balancing strategy, employees participating in a Group VTO request should assume that they will be required to fulfill their VTO obligation. Any employee-initiated request to modify his/her participation in approved Group VTO will, among other things, be evaluated within the context of its impact on the overall savings anticipated from the Group.