

DATE: May 12, 2010
 FROM: SEIU Negotiating Team
 District Negotiating Team

VOLUNTARY TIME OFF (VTO) FOR REGULAR CLASSIFIED STAFF

Introduction:

The District continues to face a severe budget crisis. The District and SEIU are working together to address the associated funding shortfall. The first step will be to ask regular classified staff to voluntarily reduce their regular work schedule for the fiscal year (i.e., July 1, 2010 through June 30, 2011.)

The voluntary nature of this request recognizes that some members of the classified staff are in a better position to absorb a reduction than others. **This VTO will be slightly different than last year because it will be IN ADDITION to any Mandatory Time Off (MTO) that is negotiated between SEIU and the District.** At this point, the negotiation teams have not reached agreement on MTO, but SEIU has a proposal on the table that would include a continuation of the same 3% MTO implemented in 2009-2010. Any savings from the VTO will still be applied to affording the increased costs associated with the Classified Staff.

Assumptions/Conditions:

The following are considerations and/or assumptions of this proposal that an employee should use for his/her planning purposes:

- Department heads are encouraged to review carefully and accommodate as many requests as possible. Approval of a VTO request will not be considered by the District as an indication of insufficient workload within the department. The VTO is intended to reduce District costs for fiscal year 2010-2011
- Employees participating in the program will be expected to produce only a fair day's work for the days they are on duty and no excessive workload will be imposed upon those who do not participate
- Assume that the employee is using his/her regular monthly salary and regular work schedule as a starting point to begin to plan for a voluntary reduction in work hours. The VTO will be based on permanent FTE and does not account for temp increases/decreases
- **Any future MTO agreed upon with SEIU will be in addition to VTO. For example: 5% VTO + 3% MTO = 8% TOTAL REDUCTION IN SALARY AND TIME**
- Assume that participation in this program will not affect the level of the employer's contributions toward the employee's health, dental, and vision premiums provided the voluntary reduction does not bring the employee below 0.50 FTE. For example:

- If a current employee is at a 1.0 FTE and reduces his/her schedule to .80 FTE, the District will still pay that employee's premium as if he/she is still working at a 1.0 FTE;
 - An employee at a current FTE of .80 who is currently paying 20% prorata benefits would continue at the same level of District paid benefit (i.e. 80%) even if the employee went below .80 FTE. The employee would still pay his/her regular prorated portion of the premium before this voluntary reduction.
- Assume that participation in this program will not affect the level of the employer contributions toward the employee's life insurance (including accidental death and dismemberment) and disability insurance.
 - Assume that an employee will still receive one (1.0) full year of retirement service credit as long as the employee is in paid status for no less than 1,720 hours in a fiscal year.
 - Assume that hourly employees whose regular work year is less than 1,720 hours would have a proportional reduction in service year credit and reportable annual earnings to PERS.
 - Assume that an employee's vacation will accrue at the rate prior to taking VTO. Vacation will be deducted to reflect the employee's revised work schedule. For example, if an employee works a six-hour day instead of an eight-hour day, six hours of vacation will be deducted per vacation day taken, not eight (8) hours for that day.
 - Assume that sick leave will accrue at the rate prior to taking VTO. Each month an employee will earn the prorated amount of one (1) full day of sick leave. Sick leave will be deducted to reflect the employee's revised work schedule. For example, if an employee works a six-hour day instead of an eight-hour day, six hours of sick leave will be deducted per sick day taken, not eight (8) hours for that day.
 - Assume that once the employee has requested VTO, an application is required and the employee's immediate supervisor must approve the request. (Note: Similar to Article 6.7, Variable Schedule, denial of a specific schedule request shall not be grievable under the current agreement with SEIU and the Sonoma County Junior College District.)
 - Assume that the reduced schedule, once agreed upon by the employee and supervisor, is irrevocable and unchangeable for the entire duration of the fiscal year (i.e., July 1, 2010 - June 30, 2011). (Note: Under unforeseeable circumstances, the Superintendent/President shall have the authority to reinstate all or a portion of the employee's regular work schedule.)

Administrative Process:

Salary adjustments for VTO requested will be processed equally on the number of paychecks received by the employee, or an employee may choose to have the deduction taken all in one month. Special compensation earnings such as Longevity, Shift Differential, Bilingual Stipends, and Working Out of Class pay which are a percentage of earnings will be paid at the adjusted monthly pay.

VTO will be adjusted to reflect any changes to the employee's pay within the Fiscal Year. Examples include: terminations, leave of absence, change in positions or departments, and changes in longevity increments.

Request for Action:

If you are interested in participating in this voluntary program, please complete the Voluntary Time Off form and **return the form to Danielle Donica/Linda Jay in the Human Resources Department by May 28, 2010.**

Please note that your completing and returning this form commits you to participating in a voluntary reduction of work hours at this time with the agreement of your manager.

If you have further questions regarding this memo, please contact Linda Jay (x4817), Danielle Donica (x4785) or Sabrina Meyer (x4821).

cc: Management Team Members