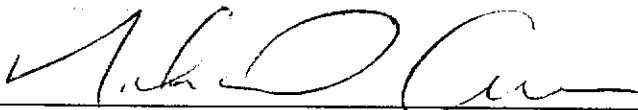


APPENDIX P

Appendix P is hereby added to the 2002-2008 Memorandum of Understanding between the County of Sonoma and the SEIU, Local 707 to read as follows:

1. The SEIU, Local 707 and the County of Sonoma have heretofore executed a Memorandum of Understanding that is in effect until 11:59 p.m., June 30, 2008
2. The Union and the County are desirous of amending said Memorandum to establish a Voluntary Time Off (VTO) program for the Department of Child Support Services (DCSS) as described in Exhibit 1.
3. This Memorandum 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or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
4. 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 during the term of this 2002-2008 Memorandum of Understanding.
5. 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.
6. Nothing in this agreement 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 thereunder.
7. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

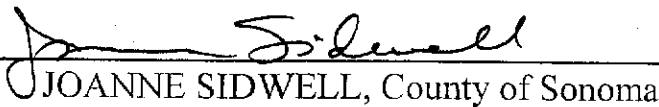
SIGNATURES



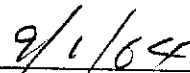
MICHAEL ALLEN, SEIU, Local 707



DATE



JOANNE SIDWELL, County of Sonoma



DATE

SIDE LETTER AGREEMENT

THE COUNTY OF SONOMA
Department of Child Support Services
and
SEIU, Local 707

VOLUNTARY TIME OFF (VTO) PROGRAM1. **Request Submission**

- a. An employee may submit a request for a specific number of hours/days he/she wants to take as VTO, on the VTO Request Form.
- b. Joint agreement between the employee and his/her department head or designee will determine the exact hours/days to be taken off.

2. **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 position subject to the following conditions:

- a. VTO 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 and retirement. VTO shall be prorated for part-time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule, without a loss in their level of benefits, by not more than 25% per pay period.
- b. VTO may be taken in increments of not less than one-half hour.
- c. VTO may be available to employees by request, submitted on VTO Request Form. Said request may be revoked by mutual agreement between the employee and department head/designee for good cause. Any dispute shall be resolved by the department head.
- d. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.
- e. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.
- f. 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.
- g. VTO shall not be available to employees on other leaves without pay.
- h. VTO is contingent upon approval by a specific date that must be noted under the employee remarks section of the VTO Request Form.

VOLUNTARY TIME OFF (VTO) PROGRAM

APPENDIX P - Department of Child Support Services and SEIU, Local 707
September 14, 2004

3. Term

This program is effective the pay period beginning September 14, 2004, and will continue through Fiscal Year 2004-2005.

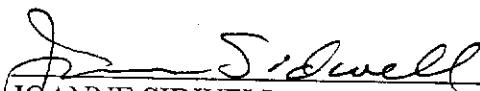
4. Agreement to Support

- a. The County and SEIU, Local 707 may develop and distribute literature to represented employees that publicizes and explains the VTO program.
- b. The County and SEIU, Local 707 may make joint presentations to employees concerning the VTO Program.

SIGNATURES


FOR THE COUNTY:

FOR SEIU, LOCAL 707:



JOANNE SIDWELL
Employee Relations Manager

Date: 9/1/04



MICHAEL ALLEN
SEIU, Local 707 General Manager

Date: 9/1/04

THE COUNTY OF SONOMA
Department of Child Support Services

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: _____ Social Security #: _____

Job Class: _____ Bargaining Unit: _____ Department: _____

REQUESTED VTO DATES:		TOTAL HOURS
FROM:	TO:	

REQUESTED VTO DATES:		TOTAL HOURS
FROM:	TO:	
TOTAL:		

This request is a joint agreement between the represented employee and department head or designee as outlined above. This pledge may be revoked only by mutual agreement between the employee and department head or designee for good cause. Employees may reduce their work schedule, without a loss in their level of benefits, by not more than 25% (twenty-five percent) per pay period. 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: _____

t:\common\forms\VTO Agrmt all unions

Distribution: White Copy - Department Payroll Yellow Copy - Union/Employee Organization Pink Copy - Employee