

APPENDIX V

Appendix V is hereby added to the 2002-2008 Memorandum of Understanding between Sonoma County and Service Employees International Union (SEIU) Local 707 to read as follows:

1. 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 Article 25.2, Agency Shop - Service Fee of said memorandum as follows:

25.2 Agency Shop - Service Fee

As a condition of employment, all represented employees ~~(except those in the Supervisory Bargaining Unit)~~ must be members or service fee payers of the Union. If any employee does not voluntarily make application for membership or service fee status within 45 days of the effective date of this section or within 45 days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck.

Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Union dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the Auditor-Controller, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

A represented employee may revoke his/her voluntary authorization for deduction of Union dues only as provided in Article 26 (Maintenance of Membership) of this contract. Any ~~non-supervisory~~ represented employee who revokes his/her voluntary authorization for membership shall be immediately enrolled as a service fee payer. All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues." This does not apply to "Special Assessments or penalties" levied by the Union that are over and above the regular paid dues.

The County shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees. In addition, the Union shall indemnify and hold the County harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

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.

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August 16, 2005

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 Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted existing or future jurisdiction or authority of the Civil Service Commission as provided in 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

COUNTY OF SONOMA:

SEIU LOCAL 707:



JOANNE SIDWELL, Employee Relations Manager



BILL STECK, SEIU Local 707 Manager

Date: 7/27/05

Date: 7/26/05