

Now: Appendix "W"
APPENDIX Q

6/14/06
and

Appendix Q is hereby added to the 2002-2008 Memorandum of Understanding between the County of Sonoma and Service Employees International Union (SEIU) Local 707.

- 1.) 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or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
- 2.) SEIU and the County are desirous of amending Article 16, Miscellaneous Leaves of Absence, of said Memorandum to add "Supervisory Leave" (16.14), as follows:

16.14 Supervisory Leave (Supervisory Unit Only)

Beginning Fiscal year 2004-2005, and each fiscal year thereafter, each full time employee in the Supervisory Bargaining unit (0095) who is in pay status on the last scheduled working day in June and the first scheduled working day in July shall be granted supervisory leave as described in 16.14 A) & B) below. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a pro-rated number of hours based on 1/10 of an hour for each hour in pay status for the pay period that includes July 1. Extra help employees are not covered by this article.

- A.) The amount of paid leave (supervisory leave) an employee receives shall depend on the designation of each position, pursuant to Fair Labor Standards Act (FLSA) regulations. For purposes of this Agreement, the parties accept the Counties application of FLSA designations of these positions.
- B.) Employees occupying a position designated as "Exempt" per FLSA guidelines shall receive two days (16 hours) of "Supervisory Leave" per fiscal year. The exempt positions are coded as follows by payroll:
 - A = Administrative
 - P = Professional
 - E = Executive
- C.) Employees occupying a position designated as "Non-exempt" shall receive one day (8 hours) of "Supervisory Leave" per fiscal year. The non-exempt positions are coded as follows in the by payroll:
 - N = Non-exempt
 - NAW = Non-exempt - Alternative Work Week
 - N7J = Non-exempt 7(j) exception to 40 hr work week

- D.) Any accrued unused supervisory leave shall expire the last day of last full pay period of each fiscal year and shall not be payable. Upon separation of employment any unused leave shall be forfeited and not considered as payable with other leave payoffs.
- E.) Supervisory leave taken shall be requested in advance and subject to the approval of the Department Head, or Designee, and considered for approval with particular regards to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange leave so that each employee will take available leave each fiscal year.
- F.) Supervisory leave shall be subject to the requirements of article 16.1, Leaves of Absence without pay usage reference table, as they apply to vacation and compensatory time off.
- G.) Supervisory leave shall not be available for buyback or cash-out at any time. Leave shall also be subject to forfeiture upon any changes in status or transfer to bargaining unit that is not considered eligible for Supervisory Leave.
- H.) Due to administrative considerations, the terms of this Agreement shall not be implemented until March, 2005.
- 3.) Except as specifically provided herein, it is agreed and understood that the Union and County voluntarily and unqualifiedly waive their rights to and release each other from any obligation to meet and confer on any subject or matter contained herein during the term of this 2002-2008 Memorandum of Understanding.
- 4.) 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 Board of Supervisors.
- 5.) 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.

6.) 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.



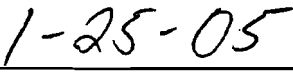
STEVE O'KEEFE, SEIU, Local 707



ESTEBAN CODAS, County of Sonoma



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