

APPENDIX D

Appendix D is hereby added to the 2003-2009 Memorandum of Understanding between the County of Sonoma and Western Council of Engineers (WCE) to read as follows:

1. WCE and the County of Sonoma have heretofore executed a Memorandum of Understanding that is in effect until 11:59 p.m., September 21, 2009.
2. The Union and the County are desirous of amending Article 22.3 of said Memorandum, effective the pay period beginning September 14, 2004, to amend the Maximum Vacation Accrual Rates as follows:

22.3 Accrual

Each employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime up to a maximum of eighty (80) per pay period. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

Years of Completed Full-Time Service	Service Hours of Completed Service	Rate for 80 In-Service Hours Per Pay Period	Maximum Accumulated Hours
0 through 2	0.0 - 4174.2	3.07	240 280
2 through 3	4174.3 - 6261.4	3.68	240 280
3 through 4	6261.5 - 8348.5	3.99	240 280
4 through 5	8348.6 - 10435.6	4.29	240 280
5 through 10	10435.7 - 20871.2	4.60	248 280
10 through 15	20871.3 - 31306.8	5.83	256 280
15 through 20	31306.9 - 41742.4	6.44	264 280
20 through 25	41742.5 - 52178.0	7.05	280
25 or greater	52178.1 or more	7.36	280

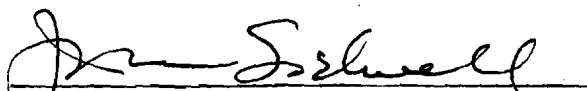
3. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.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 2003-2009 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.

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Western Council of Engineers (WCE)

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

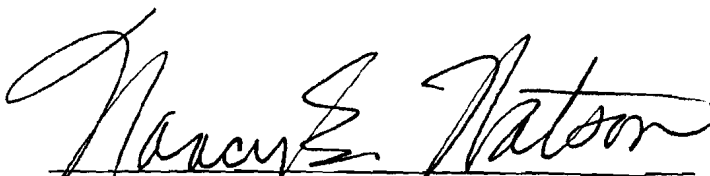
FOR THE COUNTY:



JOANNE SIDWELL
Employee Relations Manager

Date: 9/8/04

FOR WCE:



NANCY WATSON
WCE Executive Director

Date: 9/7/04