

APPENDIX G

Appendix G is hereby added to the 2003-2009 Memorandum of Understanding between the County of Sonoma and Engineers and Scientists of California (ESC) to read as follows:

1. ESC and the County of Sonoma have heretofore executed a Memorandum of Understanding that is in effect until 11:59 p.m., June 29, 2009.
2. The Union and the County are desirous of amending Article 8.3 of said Memorandum, effective the pay period beginning September 14, 2004, to amend the Maximum Vacation Accrual Rates as follows:

8.3 Vacation Accrual Rates

Each employee who has completed the following In-Service hours shall accrue vacation leave at the appropriate rate shown below effective on **the pay period beginning date July 2, 2003 September 14, 2004**. In-Service hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 2	0.0 to 4174.2	3.07	240 280
2 through 3	4174.3 to 6261.4	3.68	240 280
3 through 4	6261.5 to 8348.5	3.99	240 280
4 through 5	8348.6 to 10435.6	4.29	240 280
5 through 10	10435.7 to 20871.2	4.60	248 280
10 through 15	20871.3 to 31306.8	5.83	256 280
15 through 20	31306.9 to 41742.4	6.44	264 280
20 through 25	41742.5 to 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or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.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.
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.

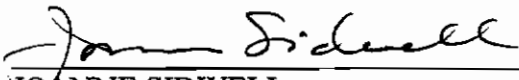
APPENDIX G - Maximum Vacation Accrual Rates
Engineers and Scientists of California (ESC)

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

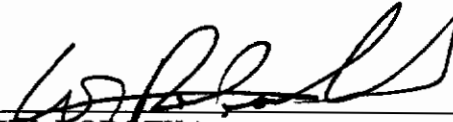
FOR THE COUNTY:

FOR ESC:



JOANNE SIDWELL
Employee Relations Manager

Date: 8/26/04



BILL ROBOTKA
ESC Business Representative

Date: 8/31/04

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