

APPENDIX D

Appendix D is hereby added to the 2003-2010 Memorandum of Understanding between Sonoma County and International Union of Operating Engineers, Stationary Engineers, Local 39, to read as follows:

1. International Union of Operating Engineers, Stationary Engineers, Local 39, and the County have heretofore executed a Memorandum of Understanding that is in effect until 12:00 a.m. February 8, 2010.
2. Both parties are desirous of amending Appendix A, Salary ranges effective January 20, 2004 to provide for salary adjustments in consideration of a higher level of required certification (for atypical job requirements or requirements above industry standard) or salary compaction:

Job Class No.	Classification	A Step 9/30/03	Percent Increase	A Step 1/20/04	E Step 1/20/04
5125	WA Plant Operator	2492	1.5%	2529	2788
5126	WA Sr. Plant Operator	2741	1.5%	2782	3067
5129	WA Mechanic	2492	1.5%	2529	2788
5132	WA Lead Mechanic	2741	2.0%	2796	3083
5112	Elec/Inst Tech	2784	1.5%	2826	3115

Both parties are desirous of amending Article 11.5 Water Agency Certification Pay to include an incentive for certain classifications to receive a Water Distribution Certificate, as follows:

11.5 Water Agency Certification Incentive Pay

- a. Any Water Agency Senior Plant Operator who receives a California Wastewater Plant Operator Grade IV certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- b. Any Water Agency Mechanic or Lead Mechanic who receives a California Water Environment Association Plant Maintenance Mechanical Technologist Grade II certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- c. Any Water Agency Chemist who receives a California Water Environment Association or AWWA Laboratory Analyst Grade III certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- d. Any Water Agency Environmental Compliance Inspector who receives a California Water Environment Association Environmental Compliance Inspector Grade III certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- e. Any Electrician/Instrumentation Technician who receives a California Water Environment Association Plant Maintenance Electrical/Instrumentation Technician Grade II certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- f. Any Water Agency Auto Mechanic who receives both an ASE Vehicle Technician - Brakes, and ASE Vehicle Technician - Engine while employed by the Water Agency will receive a one-time \$1,000 bonus for earning both certificates.

- g. Any Water Agency Heavy Equipment Mechanic who receives both an ASE Medium/Heavy Truck Technician and ASE Diesel Engine Certificates while employed by the Water Agency will receive a one-time \$1,000 bonus for earning both certificates.
- h. Any Water Agency Plant Operator, Senior Plant Operator, Water Agency Mechanic, Electrician/Instrumentation Technician, Water Agency Chemist or Environmental Compliance Inspector who earns, or earned while in the employee of the Agency, a Distribution Certificate (D1, D2, or 3) will receive a one-time bonus of \$500. The bonus will be paid for any one of the distribution certificates in the series, but once a bonus has been paid for a certificate, it cannot be paid for another.

- 4. Both parties are desirous of amending Article 11.9 Heavy Trucks Operation - Daily or Intermittent Assignment to include the classification of Water Agency Lead Mechanic as follows:

11.9 Heavy Trucks Operation - Daily or Intermittent Assignment

A Fairgrounds Building Mechanic I/II, Building Maintenance Worker, Painter, or **Water Agency Lead Mechanic** or Water Agency Mechanic, or Transportation and Public Works Building Mechanic I/II who is assigned to drive a heavy truck and do service maintenance as required on a day-to-day or intermittent basis shall be paid an additional hourly rate, as specified below, for every hour worked up to four and one-half hours per day if working eight-hour days, for every hour worked up to five hours per day if working nine-hour days and for every hour worked up to five and one-half hours per day if working ten-hour days.

9/30/03:	\$2.15
9/26/06:	\$2.30
9/22/09:	\$2.45


- 5. 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 such matters are hereby superseded or terminated in their entirety.
- 6. 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 and matter contained herein during the term of the 2003 - 2010 Memorandum of Understanding.
- 7. 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.
- 8. 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.

9. 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.

Date: January 5, 2004



Lynn Long, Operating Engineers, Local 39

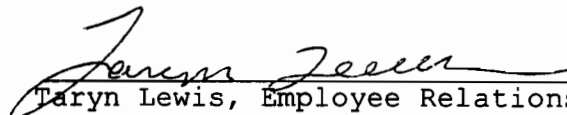


Jerry Kalmar, Operating Engineers, Local 39



Matt Bland, Operating Engineers, Local 39

Date: January 5, 2004



Taryn Lewis, Employee Relations Analyst
County of Sonoma