

## APPENDIX E

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

1. Local 39 and the County of Sonoma have heretofore executed a Memorandum of Understanding that is in effect until 11:59 p.m., February 08, 2010.
2. The Union and the County are desirous of amending Article 18.3 of said Memorandum, effective the pay period beginning September 14, 2004, to amend the Maximum Vacation Accrual Rates as follows:

### 18.3 Accrual

Effective ~~the pay period beginning September 30, 2003~~ **September 14, 2004**, 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 80 hours. 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 <b>280</b>
2 through 3	4174.3 to 6261.4	3.68	240 <b>280</b>
3 through 4	6261.5 to 8348.5	3.99	240 <b>280</b>
4 through 5	8348.6 to 10435.6	4.29	240 <b>280</b>
5 through 10	10435.7 to 20871.2	4.60	248 <b>280</b>
10 through 15	20871.3 to 31306.8	5.83	256 <b>280</b>
15 through 20	31306.9 to 41742.4	6.44	264 <b>280</b>
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or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.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 2003-2010 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.

**APPENDIX E - Maximum Vacation Accrual Rates**

**International Union of Operating Engineers, Stationary Engineers (Local 39)**

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:**

**FOR LOCAL 39:**

*Joanne Sidwell*

JOANNE SIDWELL  
Employee Relations Manager

Date: 8/25/04

*Lynn Long*

LYNN LONG  
Local 39 Business Representative

Date: 8/31/04

*Jerry Kalmar*

Jerry Kalmar  
Local 39 Business Manager

Date: 8/31/04