

APPENDIX E

Appendix E is hereby added to the 2003-2007 Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Association (SCLEA) to read as follows:

1. SCLEA and the County of Sonoma have heretofore executed a Memorandum of Understanding that is in effect until 11:59 p.m., June 18, 2007.
2. The Union and the County are desirous of amending Article 16.0 - Shift Differential Premium of said Memorandum to provide shift premium pay for the Park Ranger I/II classifications (new language in bold):

ARTICLE 16 - SHIFT DIFFERENTIAL PREMIUM

16.1 Eligible Employees In CO/PO Units

- a. Evening or Night Shift employees shall be eligible for a shift differential when assigned to an evening or night shift that begins at or after 2:00 p.m. and prior to 5:00 a.m.
- b. Shift Premium Compensation
Shift premium compensation shall be an additional 5% per hour above the employee's base hourly rate for each hour actually worked on an evening shift or a day shift as defined in a. above, and in 16.3 below.

16.2 Dispatcher Shift Premium Pay

Employees in the classes of Communications Dispatcher I/II, Senior Communications Dispatcher, and Supervising Communications Dispatcher are entitled to receive shift differential if the employee is assigned and actually works an evening or night shift. For purposes of this article only, an evening shift is defined as beginning at or after 2:00 p.m. and prior to 7:00 p.m., while a night shift is defined as beginning at or after 7:00 p.m. and prior to 5:00 a.m.

- a. An employee in a class identified above shall receive five percent (5%) per hour above the base hourly rate for each one (1) hour actually worked on an evening shift.
- b. An employee in a class identified above shall receive ten percent (10%) per hour above the base hourly rate for each one (1) hour actually worked on a night shift.

16.3 Special Day Shift Consideration

Employees who work a day shift wherein 50% or more of the employee's work shift, exclusive of overtime, is actually worked after 2:00 p.m. shall be eligible to receive shift premium for the hours actually worked after 2:00 p.m. This provision applies to all employees covered by Article 16.1 and 16.2.

16.4 Park Ranger Shift Premium Pay

16.4.1 Park Ranger I/II Shift Premium Pay

Employees in the classes of Park Ranger I/II entitled to receive shift differential premium as of the effective date of this successor MOU, March 4, 2003, shall be paid as follows:

An employee whose shift starts at 7:00 a.m. or later and ends by 7:00 p.m. shall not be eligible for shift pay.

An employee who is assigned to work and actually works 50% or more of his or her assignment on an evening shift, (2:00 p.m. to 10:00 p.m.), or a night shift, (10:00 p.m. to 8:00 a.m.), is entitled to receive a shift differential premium for hours worked as defined below:

- a) Shift differential premium pay shall be paid only for hours worked on the defined shift.
- b) An employee who is assigned to and works 50% or more of his or her shift hours between 2:00 p.m. and 10:00 p.m. shall receive the evening shift differential premium specified in subsection 16.4.2. The evening shift premium shall be paid for all hours worked after 2:00 p.m. and up to the ending of the assigned shift, if the night shift premium eligibility does not apply.
- c) An employee who is assigned to and works 50% or more of his or her shift hours between 10:00 p.m. and 8:00 a.m. shall receive the night shift premiums specified in subsection 16.4.2. The night shift premium shall be paid for all hours worked after 10:00 p.m. up to the ending of the assigned night shift, if the evening shift premium eligibility does not apply.

16.4.2 Shift Differential - Evening and Night

- a) Evening shift premium: 5% of the base hourly rate per hour, for each eligible hour as specified above 16.4.1 b).

- b) Night shift premium: 10% of the base hourly rate per hour, for each eligible hour as specified above 16.4.1 c).


16.4.3. Shift Differential - Split Shift

An employee assigned to and who actually works a split workday shall receive shift differential based on the time at the beginning of each half shift. Split shifts occur with a scheduled break of more than one hour. Each portion of the shift is treated separately as described in 16.4.1 b) and 16.4.1 c) above.

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 2003-2007 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.
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.


SCLEA, Shaun Du Fosee

10/21/03
DATE


COUNTY OF SONOMA, Taryn Lewis

10/22/03
DATE