

**SIDE LETTER AGREEMENT BETWEEN
THE CITY OF CERES AND THE NORTHERN CALIFORNIA
DISTRICT COUNCIL OF LABORERS**

Pursuant to the reopener language contained in Section 18.1 of the Parties' Memorandum of Understanding ("MOU"), the City of Ceres and the Northern California District Council of Laborers ("Association") agrees to change the parties' July 1, 2014 – June 30, 2016 MOU as stated below in this Side Letter Agreement ("Side Letter"). **All changes contained in this Side Letter Agreement shall be effective the first full pay period in January 2015.**

MOU language changes are noted below, with deletions in ~~strikeout text~~ and additions in **bold text**.

1. *Section 4.2 of the MOU is amended as follows:*

Section 4.2 Salary Adjustments

a. ~~For the term of this agreement, sSalaries for the positions identified in Attachment A will be reduced by a total of seven (7) percent for the period of time from July 1, 2014 to the last full pay period in December 2014. (net 3% increase over prior year) in fiscal year 2014-2015 and five (5) percent, (net 2% increase over prior year) in fiscal year 2015-2016 through a combination of concessions detailed in this agreement. The effect of these concessions will be applied equally to each pay period.~~

Starting in the first full pay period in January 2015, salaries shall be reflected in Attachment A without any reduction.

2. *Section 10.1(b) of the MOU is amended as follows:*

Section 10.1 Paid Holidays

b. ~~For the term of this agreement all holidays listed in Section 10.1(a), except the one (1) personal holiday, shall be unpaid holidays.~~

3. *Article XI of the MOU is deleted:*

ARTICLE XI

~~MANDATORY TIME OFF (MTO) SMOOTHING PROCEDURE AND EFFECT OF UNPAID HOLIDAYS AND MTO~~

Section 11.1 Mandatory Time Off (MTO)

~~For fiscal year 2014/15, the MTO program will require employees to take five (5) work days off work without pay. Four of the days will be during City closure and one day will be designated by the employee when feasible.~~

~~For fiscal year 2015/16, the MTO program will be eliminated.~~

Section 11.2 Effect of MTO And Unpaid Holidays

- a. ~~MTO days and unpaid holidays will count as paid time in determining sick leave and vacation accruals, holidays, retirement and overtime calculations.~~
- b. ~~Paid leave cannot be used in lieu of MTO.~~
- c. ~~Furlough days will not affect agreed to health and welfare insurance capped amounts.~~
- d. ~~Employees shall not be penalized for not working the day before or day after a furlough day or for taking a MTO day.~~
- e. ~~If an employee is called back to work on a scheduled furlough day, the employee shall be paid at his/her regular straight time rate of pay. Any hours worked in excess of an employee's regularly scheduled shift or in excess of forty (40) hours in a work week shall be subject to overtime.~~

Section 11.3 Reversion

~~The provisions of this ARTICLE XI regarding mandatory time off and the provisions ARTICLE X, Section 10.1 regarding unpaid holiday shall revert back to the terms and conditions of the FY 2009/2010 MOU upon the expiration of this agreement on June 30, 2014 for the purpose of bargaining only. This provision does not guarantee any reversion of a prior negotiated term upon expiration of the MOU.~~

4. *Section 18.1(c) of the MOU is deleted:*

Section 18.1 Term of Agreement

c. Reopen of Negotiations During Term of Agreement

~~For fiscal year 2015-2016, the parties shall meet and confer concerning the potential return of remaining concessions which were implemented effective July 1, 2010. During these negotiations or any subsequent negotiations in which the concessions are still in effect, the parties will begin negotiations from pre-concession bargaining positions. It is the goal of the parties to eliminate the remaining concessions as soon as the City Council determines it is fiscally prudent.~~

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The parties acknowledge that the revisions to the above-referenced sections are the sole issues addressed in this Side Letter to the July 1, 2014 – June 30, 2016 MOU between the City and the Northern California District Council of Laborers. This side letter does not change, modify, or otherwise alter any other terms and conditions of the current agreement between the City and the Northern California District Council of Laborers. The parties further acknowledge that agreement to this Side Letter satisfies and completes the meet and confer reopener provision as noted in Section 18.1(c) of the MOU and that no further reopener remains for the term of the MOU.

CITY OF CERES

NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS' AND,
CONSTRUCTION, PRODUCTION, &
MAINTENANCE LABORER'S LOCAL
UNION #1130; AFL:CIO

Che Johnson
Liebert Cassidy Whitmore

 11-17-2014

Dave Gorgas
Business Manager

 12-03-14

Toby Wells
City Manager



Betina McCoy,
Director of Human Resources

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