

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding (“Amendment”) is made and entered into by and between the City of Jackson (“City”) and the Service Employees International Union Local 1021, (“Union”), with reference to the following facts (City and Union are collectively referred to herein as the “Parties”):

RECITALS

A. The Union is the recognized exclusive bargaining unit representative for identified City employees and, as such, has entered into a Memorandum of Understanding (“MOU”) with the City effective from July 1, 2016 to June 30, 2019 which contains the terms and conditions of employment applicable to Union members; and

B. Union and City wish to revise the MOU as set forth in this Amendment.

NOW THEREFORE, in consideration for the mutual promises and undertakings of the Parties as set forth below, the City and Union hereby enter into this Amendment and agree as follows:

1. **Recitals.**

The recitals set forth in this Amendment are true and correct and are hereby fully incorporated by reference into this Amendment.

2. **List of Bargaining Unit Positions.**

The positions of Water Superintendent and Lead Operator are hereby deleted from Appendix “A”. The positions of Water and Public Works Foreman (2 positions) are hereby added to Appendix “A”.

3. **Furloughs / Article 26.6.**

Effective upon latest date of ratification of this Amendment by the City and Union, all Union members shall no longer be subject to mandatory furloughs. The City may implement future furloughs as determined by the City consistent with the MOU and applicable law. Section 26.6 of the current MOU is hereby deleted and of no further force or effect.

4. **Article 30.**

Article 30 is hereby amended to read in full as follows:

“ARTICLE 30: ONE-TIME COMPENSATION

Effective upon latest date of ratification of this Amendment by the City and Union, each member of the Union shall be paid a one-time

compensation of \$500. On October 1, 2018, each member of the Union who is not on his/her initial probation period shall be paid an additional one-time compensation of \$500. All payments shall be included in the regular paycheck for members as part of the regular pay period and shall be subject to applicable taxes and withholdings.”

5. **Article 32.**

Article 32 and Section 32.1 are hereby deleted and of no further force or effect. Section 32.3 shall remain in full force and effect.

6. **Section 11.6 Step Advancement**

Section 11.6 is hereby added to the MOU to read in full as follows:

“Section 11.6 Advancement to Maintenance Worker II:

Notwithstanding anything to the foregoing in this MOU, Employees that have reached the top step of Maintenance Worker I and wish to transition to Maintenance Worker II must obtain at least two additional certificates from Column A or one from Column A and one from Column B to be eligible for promotion. The Public Works Superintendent and/or the City Manager shall approve the choices for the certificates. Certificates must be issued by the applicable California or County regulatory agency.

Column A

Wastewater collection I
Wastewater collection II
Water distribution I
Water distribution II

Column B

Certified pool operator
Class B driver’s license
Pesticides Applicator

7. **Continuing Effect.**


Except as specifically modified by this Amendment, the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement on the dates set forth below.

Dated: 3/26/2018

CITY OF JACKSON


SEIU LOCAL 1021


By: 
CONNIE GONSALVES, MAYOR
Robert Stimpson, Vice Mayor

By: 
YVONNE KIMBALL, CITY MANAGER

By: 
KARLY HERNANDEZ,
BARGAINING TEAM

By: 
TODD SWEET,
BARGAINING TEAM

By: 
BREE WILDER,
BARGAINING TEAM

By: 
DENNIS MALLOARY, SEIU
FIELD REPRESENTATIVE

By: 
JOHN STEAD-MERIDEZ, SEIU
EXECUTIVE DIRECTOR