

LETTER OF UNDERSTANDING
BARGAINING UNIT: YREKA CITY EMPLOYEES ASSOCIATION

On September 28, 2011, and pursuant to the provisions of the Memorandum of Understanding between the City of Yreka and the Association, approved by the City Council on November 4, 2010, the parties declare this to be a Letter of Understanding between the parties regarding the implementation of the Memorandum of Understanding during the term of the Memorandum of Understanding:

1.1 PARTIES TO THE LETTER OF UNDERSTANDING:

This Letter of Understanding is made and entered into effective the date above written, by and between the City of Yreka and the YREKA CITY EMPLOYEES ASSOCIATION, hereinafter "City" and "Association" respectively. The Association is the recognized employees' organization for the classifications of City employees identified in the Memorandum of Understanding approved November 4, 2010.


1.2 VALIDITY OF LETTER OF UNDERSTANDING:

The parties have met and conferred in good faith through their designated representatives concerning matters set forth in Government Code Section 3504 and have reached agreement as set forth below.

1.3 TEMPORARY/EXTRA HELP EMPLOYMENT:

In order to align the Memorandum of Understand with the rules and regulations of CalPERS , parties do hereby agree to amend section 9.5 of the Memorandum of Understanding to read "No temporary/extra help worker may be employed beyond 960 hours in a *Fiscal Year* without the concurrence of the Association."

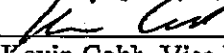
IN WITNESS WHEREOF, the parties have executed this Amendment to Memorandum of Understanding in Yreka, California, as of the day and year first above written.

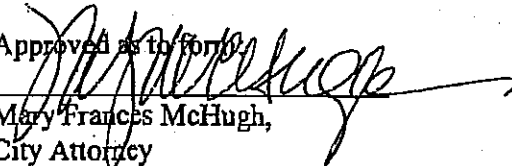
City of Yreka
By: 
Steven W. Baker, City Manager


YREKA CITY EMPLOYEES
ASSOCIATION

By: 
Mark Raffanti, President

Attest:
By: 
Liz Casson, City Clerk

By: 
Kevin Cobb, Vice President

Approved as to form:

Mary Frances McHugh,
City Attorney

United Public Employees of California Local
792
By: 
Tammi L. Lidie

CITY OF YREKA - YCEA MOU CHANGE.

will be sent to each City job site having an employee bulletin board. Each job shall have a filing period of not less than five (5) working days. Any eligible City employee may apply for any announced vacancy. Generally the City will advertise the job announcements in the local newspaper and may advertise in other publications known to attract qualified candidates. A job announcement will be sent to the Association.

9.5 Temporary/Extra Help Employment.

Upon determining there exists within the City a need to employ individuals on other than a regular basis, the City Manager, or his/her designee, may approve temporary/extra help employment in such job classifications as may be appropriate to meet the City's needs. Persons employed on a temporary/extra help basis are unrepresented and shall not be subject to this MOU. This category of "Temporary/Extra Help Employment" includes employee referred to as extra help, intermittent, fill-in, limited term, and seasonal, and employment is intended to be filled on a less than year-round basis, to cover normal vacation and sick leave relief (including workers' compensation); unanticipated workloads, and situations involving fluctuations in staffing.

No temporary/extra help worker may be employed beyond 960 hours in a calendar year without the concurrence of the Association. *Need to change to Fiscal Year to match PERS*

At the Association's request, during the window period between the twelfth and thirteenth month following adoption of this Agreement by the City Council, the parties agree to meet and confer on this provision.

It is not the intent of the City to replace Association represented employees with Temporary/extra help employees.

9.6 Contracting Out.

As allowed by law, the City retains the right to contract out services not provided by the Association represented employees without any obligation to negotiate the decision contracting out or its impacts on Association represented classifications. The City will give the Association fourteen (14) working days' prior notice of such contracting out.

Where services are, or have been, provided by the Association, the City will give the Association notice of intent to contract out services. Upon the Association's request, the parties agree to meet and confer for a period not to exceed ninety (90) days (which may be extended by mutual agreement). If no agreement is reached in ninety (90) days, then the parties agree impasse exists. At this point the parties agree to employ a State mediator and the mediation process to resolve issues at impasse.

At Association's request, during the window period between the twelfth and thirteenth month following the adoption of the Agreement by the City Council, the parties agree to meet and confer on this provision.

9/29/11 - please initial if you agree to this change 17
[Handwritten initials and signatures]