

**AMENDMENT #1 TO
THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SANTA ROSA AND SEIU 1021 FOR AND ON BEHALF OF THE
EMPLOYEES IN THE CITY'S UNIT 8—TRANSIT
FISCAL YEARS 2009/2010 THROUGH 2010/2011**

This Amendment #1 dated July 7, 2010 is between the City of Santa Rosa ("City") and Unit 8—Transit, represented by the SEIU 1021.

RECITALS

On August 18, 2009, the City Council adopted Resolution No. 27463 ratifying the Memorandum of Understanding between the City and SEIU 1021 fiscal years 2009/2010 through 2011/2012 ("Agreement").

During impact bargaining over budget reductions, the Unit and the City closely examined the seniority sections of the Unit 8 MOU. During discussions, both parties recognized Bid Seniority, as practiced, had evolved by mutual agreement in a way that is inconsistent with the contract provisions. In order to resolve inconsistencies in the fairest manner possible and address the possibility of future bumping into the Unit, representatives of the Unit and the City met and conferred and agreed to changes contained in this amendment.

Pursuant to Resolution No. 27463, the City Council authorizes the City Manager or his designee to administer any supplements or modifications to the Memorandum of Understanding for Unit 8 - Transit. Therefore the Articles 26 and 27 contained in the Unit 8 Memorandum of Understanding for Fiscal years 2009/2010 through 2010/2011 is hereby amended as follows:

**AMENDMENT #1
Effective July 1, 2010**

Article 26 – Seniority Definition and Loss of Seniority

Articles 26 through 26.2 which state:

Article 26 Seniority Definition and Loss of Seniority

26.1 Definition

For the purpose of this Agreement, the following definitions shall apply:

Seniority means uninterrupted employment with the CITY as a Bus Operator beginning with the latest date of hiring with the CITY and shall include periods of CITY employment outside the bargaining unit, layoffs and other periods of absence authorized by and consistent with this Agreement.

26.2 Statement of Principles of Seniority

In the event of any reduction in the work force, the CITY will apply the principle of seniority, and the last employee in a classification hired shall be the first laid off. In rehiring, the last person laid off shall be the first rehired. There shall be no loss of seniority for the purpose of reinstatement.

Are eliminated and Articles 26 through 26.2 are hereby amended to provide as follows:

Article 26 Seniority Definition and Use of Seniority

26.1. Definitions

For the purpose of this Agreement, the following definitions shall apply:

26.1.1 City Seniority is defined for the purposes of the City's Lay-Off Procedure as the time served in a probationary or regular status regardless of job classification. City seniority is a term commonly used in all City departments.

26.1.2 Rate/Job Class Seniority is defined for the purposes of the City's Lay-Off Procedure as the time served in a probationary or regular status within a regular full time or part time job classification. Rate Class Seniority is a term commonly used in all City departments.

26.1.3 Bid Seniority is determined by an employee's hiring date into the Bus Operator (full time) job classification and includes all time working for the City. Bid Seniority will only apply to the Quarterly Bid and Scheduled Time Off articles as identified in this MOU set forth in Article 25 and Article 46.

26.1.3.1 Effective July 1, 2010 any City employee entering or re-entering the classification of Bus Operator (full time), either through transition from the Bus Operator – PPT classification or as a result of the application of the City's Lay Off Procedure, shall have his or her Bid Seniority calculated only based on the time he or she served in the Bus Operator (full time) job classification.

26.2 Statement of Principles of Seniority

In the event of any reduction in the work force, the City's Lay-off Procedure will apply and the definitions set forth in 26.1.3 and 26.1.3.1 shall have no effect on such procedures.

Article 27 – Seniority

Articles 27 and 27.1 which state:

Article 27 Seniority

27.1 Use of Seniority

Seniority shall prevail in selection of shift assignments and days off. The CITY will give significant consideration to seniority in the choice of employees for transition or promotion. An employee's hiring date shall determine his seniority. In the event of a dispute arising when two (2) or more employees have the same hiring date, the employee's birth date will determine seniority, with the oldest first and the remaining in descending order of age.

Are hereby eliminated and amended to read as follows:

Article 27 Seniority and Loss of Seniority

27.1 Bid Seniority

Bid Seniority shall only be utilized in the Quarterly Bid and Scheduled Time Off articles contained in this MOU. In the event of a dispute arising when two (2) or more employees have the same transition date to Bus Operator (full time), the employee's birth date will determine Bid Seniority, with the oldest first and the remaining in descending order of age.

