

SIDE LETTER OF AGREEMENT

Between the City of Fort Bragg

and the

Fort Bragg Employees Organization, SEIU Local 1021

ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and the Fort Bragg Municipal Code, agreement has been reached between the City of Fort Bragg (hereinafter referred to as "CITY") and the Fort Bragg Employee Organization (FBEO) affiliated with the Service Employees International Union Local 1021 (hereinafter referred to as "ORGANIZATION").

It is the general purpose of this Memorandum of Understanding (MOU) to promote the mutual interest of the City and its employees and to establish rates of pay and certain other terms and conditions of employment.

1. The City and the Organization agree that the term of this Agreement shall be from July 1, 2025, through June 30, 2029.
2. Pursuant to the provisions of the City's Employee-Employer Organization Relations Resolution (1868-91) and applicable law, the City hereby acknowledges and recognizes the Organization as the certified representative of the employees in the following classifications:

- Administrative Assistant (Non-Confidential)
- Assistant City Engineer
- Assistant Planner
- Associate Planner
- Broadband Finance Technician I
- Code Enforcement Officer
- Engineering Technician, II, and Senior Engineering Technician
- Environmental Compliance Coordinator
- Finance Technician I, II, and III
- Government Accountant I and II
- Grants Coordinator
- Maintenance Worker I, II, III, and IV
- Maintenance Division Supervisor
- Mechanic
- Network Operator
- Permit Technician
- Planning Technician
- Public Experience Liaison
- Public Works Administrative Analyst

Systems Technician
Senior Network Administrator
Systems Technician - Broadband
Treatment Plant Operator I, II, and III
Treatment Plant Operator-in-Training
Treatment Division Supervisor

3. The term "employee" or "employees" as used herein shall refer to employees employed by the City (excluding Temporary, Part Time, and/or Seasonal) as well as such classes of employees as may be added hereafter through the provisions of the City Employee-Employer Relations Resolution or applicable state law.
4. If any article or section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the Organization agree to meet within thirty days for the purpose of renegotiating said article or section.
5. Any conflict between any article or section of this Agreement and any City or Departmental rule, regulation, ordinance, code, resolution, procedure or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.
6. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of this Agreement, except regarding the interpretation of this Agreement.
7. The foregoing shall not preclude the parties hereto from meeting and conferring at any time with respect to any subject matter within the scope of meeting and conferring.
8. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee organizations regarding matters that involve the wages, hours and other terms and conditions of employment.

ARTICLE 11 - COST OF LIVING ADJUSTMENTS AND ONE-TIME PAYMENTS

1. Cost of Living Adjustments: During the term of the Agreement, the City's Compensation Plan, attached as Exhibit A, will be modified as follows:

The Fort Bragg Employee Association entered into a multi-year MOU that included the following cost-of-living adjustments:

- A. July 1, 2025, for a 6% increase.
- B. July 1, 2026, for a 5% increase.
- C. July 1, 2027, for a 3.5% increase.
- D. July 1, 2028, for a 3.5% increase.

At the time that the MOU was adopted, the Broadband Department's full-time exempt employees and part-time employees were not part of the FBEO bargaining unit and did not receive the cost-of-living adjustment pursuant to a previously entered into MOU by FBEA. The cost-of-living adjustments and other integration issues for non-exempt, full-time classifications that are within the City's Broadband Department will be negotiated separately for each year covered by this memorandum of understanding for the duration of the contract unless otherwise mutually agreed upon at a future date.

FOR THE CITY OF FORT BRAGG

FOR THE FORT BRAGG EMPLOYEE ORGANIZATION/SEIU LOCAL 1021

DATE _____

DATE _____

Isaac Whippy, City Manager

Cody Filosi, Organization President

Justin Celeri, Organization Vice President

Attest:

Diana Paoli, City Clerk

Adriana Hernandez Moreno, Bargaining Team Member

Steven Baxman, Bargaining Team Member