

CITY OF OAKLAND

AGENDA REPORT

2010 MAY 20 PM 3: 05

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Department of Human Resources Management
DATE: June 1, 2010

RE: **Resolution Approving the Memorandum of Understanding between the City of Oakland and the Service Employees International Union, Local 1021 Part-Time Unit, Representing Employees in Representation Units S11, Covering the Period from July 1, 2008 to June 30, 2011**

SUMMARY

The City of Oakland has reached a tentative successor agreement on wages and other terms and conditions of employment with the Service Employees International Union (SEIU), Local 1021 Part-Time Unit. To ensure consistency, language changes that were agreed to in the full time contract are represented in this agreement. Cost savings are being addressed administratively because the City maintains sole discretion for assigning hours worked for part-time employees.

FISCAL IMPACT

In fiscal year 2008-09, the total cost of this representation unit, including wages and benefits was \$10.7M. This figure includes the fringe benefits rate of 10.11%. Representation Unit S11 consists of direct service employees whose work is that of a seasonal or part-time nature. Since the City has sole authority for assigning part-time employees hours, the City may administratively reduce hours of part-time employees to actualize costs savings. Part-time employees do not receive Public Employees Retirement System (PERS) benefits.

BACKGROUND

The current Memorandum of Understanding (MOU) between the City of Oakland and the Service Employees International (SEIU), Local 1021 Part-Time Unit expired June 30, 2008. This labor agreement covers approximately 1,200 part-time employees. The SEIU contract for full time employees was adopted by City Council on July 21, 2009. During those negotiations, the parties agreed that terms that were negotiated in the full-time contract would also be reflected in the part-time contract, where appropriate. At the same time, other provisions were identified that were not in alignment from 2002-08 contract negotiations. Therefore, the negotiations for a successor agreement focused on two areas: (1) aligning the full-time and part-time MOUs to reflect the recent changes to the 2008-11 full-time MOU and (2) aligning the full-time and part-time MOUs to reflect changes that were made to the 2002-08 full-time MOU.

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On January 26, 2010, SEIU, Local 1021 part-time employees ratified the tentative agreement with 100% of those voting in favor of adoption.

KEY ISSUES AND IMPACTS

The changes to the part-time MOU include recent changes to the full-time 2008-11 MOU and changes to the previous (2002-08) MOU where applicable. Most significantly, there are no scheduled wage increases during the term of the contract. Additionally, there were changes to union access to work locations, the scope and number of Stewards, employee orientation, establishment of a Labor Management Committee related to part-time employees, and updates to the grievance procedure. The parties also agreed that the City will make a good faith effort to reschedule hours lost because of jury duty and/or family death. The attached version of the part-time MOU reflects the language changes. These changes are detailed below:

Recent Changes to the full-time 2008-11 MOU incorporated into part-time MOU

Article I - General Provisions:

- Inter-Office Mail Service (I.B.5.) - During the full-time MOU negotiations, the parties agreed to allow for incidental use of the electronic media so the Union may notify its members of meetings.
- Union Access to Work Locations (I.B.6.) - The tentative agreement allows for reasonable union access to the workplace to communicate to its members. This agreement also states that if the City is unable to provide access, then the City and the Union should consult regarding alternate locations and times for the Union to communicate to represented employees.
- Number of Stewards [I.B.7(a)] – Provides for the City to receive updated lists of designated stewards January 1 and July 1 of each year.
- Scope of Stewards [I.B.7(b)] - Allows stewards to represent employees at investigations, hearings or meetings with management. In most instances, the City shall not withhold steward release time unreasonably. The agreement also includes language for stewards to represent members at investigatory interviews, a right that represented employees already have, known as “Weingarten Rights.”
- Employee Orientation [I.D.2.(a)] – Allows for the Union to utilize up to 15 minutes at group part-time employee orientations.

Article II - Direct Pay for Services: No Wage Increase (II.A.1) – Consistent with all MOUs representing miscellaneous employees, there are no scheduled wage increases for the duration of the MOU.

Article IV – Working Conditions: Jury Leave (IV.E) – The City will make a good faith effort to reschedule hours that part-time employees may have missed due to jury duty.

Article V – Personnel Provisions: TPT Committee (V.I) – The establishment of this committee was based on the Union’s concern that there are part-time employees working for the City of Oakland for many years. This committee is developing recommendations for converting long-term part-time employees into full-time, benefited positions and is convened for Fiscal Year 2009-10.

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Article VI – Grievances (VI): Allows for the Union to file at step 2, the department head level, if an alleged contract violation was caused by a decision made by the department and for the Union to file the written grievance within ten (10) days of the informal meeting with the supervisor or twenty (20) days after the unit member or Union should have reasonably have been aware of the occurrence, whichever is earlier.

Changes that were made to 2002-08 full-time MOU that were incorporated into the 2008-11 part-time MOU

Article I – General Provisions:

- Discrimination Prohibited (I.B.1.) – Provides a more comprehensive list of the bases for discrimination.
- Dues Deductions (I.C.1) – More clearly outlines the process for administering dues deductions.
- Agency Fee (I.C.2) – Allows the City to begin automatically deducting Union dues or fees within 10 days of new employees being hired.
- Request for Information (I.D.3) – Allows the Union to obtain relevant information for representation purposes.

Article II – Direct Pay for Services: Salary Deductions (II.B) – Provides the City with a process for deducting salary for overpayments and court-ordered deductions.

Article III - Indirect Pay and Allowances: City provided Uniforms (III.F) – deleted full-time classifications that were inappropriately listed.

Article IV – Working Conditions: Family Death Leave (IV.D) – Allows represented employees to reschedule hours in case of a family death. The list of qualified family members has been expanded to include parents and children of the domestic partner, a person who has raised the represented employee in lieu of a natural parent, or a person who has been raised by the unit member in lieu of a natural parent.

SUSTAINABLE OPPORTUNITIES

No sustainable opportunities have been identified.

DISABILITY AND SENIOR CITIZEN ACCESS

There are no senior citizen access issues contained in this report.

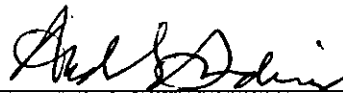
RECOMMENDATION AND RATIONALE

Staff recommends that Council approve the tentative agreement negotiated with the Service Employees International Union (SEIU), Local 1021. Represented employees from Local 1021 Part-Time Unit have ratified this agreement through a vote of the union's membership. The tentative agreement meets the interests of both parties and represents a fair and reasonable settlement.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council approve the resolution.

Respectfully submitted,



Andrea R. Gourdine, Director
Department of Human Resources Management

Prepared by:
Ian Appleyard
Principal Human Resource Analyst

Reviewed by:
Kip Walsh
Administrative Services Manager II

APPROVED AND FORWARDED TO THE
CITY COUNCIL:


Office of the City Administrator

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City Council
June 1, 2010

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL



City Attorney

2010 MAY 20 PM 3:05 **RESOLUTION No.** _____ **C.M.S.**
Introduced by Councilmember _____

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 PART TIME UNIT, REPRESENTING EMPLOYEES IN REPRESENTATION UNITS SII, COVERING THE PERIOD FROM JULY 1, 2008, THROUGH JUNE 30, 2011.

WHEREAS, the Memorandum of Understanding to be entered into between the City of Oakland and the Service Employees International Union, Local 1021 Part-Time Unit has been presented to the City Council for determination pursuant to Section 3505.1 of the Government Code of the State of California; and

WHEREAS, the key provisions of the Memorandum of Understanding are described in the Report from the City Administrator dated June 1, 2010; and

WHEREAS, the terms and conditions contained in said Memorandum of Understanding are in the best interests of the City; now, therefore, be it

RESOLVED: That said agreement be, and is, hereby approved; and, be it

FURTHER RESOLVED: That the provisions of said Memorandum of Understanding, to the extent they differ from the prior Memorandum of Understanding, are effective as of the date the City Council approves said Memorandum of Understanding, unless otherwise specified in said Memorandum of Understanding and shall not be retroactive.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT BRUNNER

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California