



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2015 SEP 25 AM 9:00

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Renée Mayne
Employee Relations
Director

SUBJECT: MOU Approval between the City of
Oakland and CMEA and Salary
Ordinance Amendment

DATE: September 14, 2015

City Administrator Approval

Date:

9/24/15

RECOMMENDATION

Staff recommends that the City Council Adopt:

A Resolution Approving the Memorandum of Understanding between the City of Oakland and the Confidential Management Employees Association Representing Employees in Representation Units U31 Covering the Period from July 1, 2015 to June 30, 2017; And Amending Salary Schedule of Ordinance 12187 C.M.S. (The Salary Ordinance) to Increase Salaries by Amounts Pursuant to the Memorandum of Understanding.

EXECUTIVE SUMMARY

The City of Oakland has reached a tentative agreement on wages and other terms and conditions of employment with the Confidential Management Employees Association (CMEA). The term of the agreement is from July 1, 2015 through June 30, 2017. The proposed amendment to the Salary Ordinance has been prepared to provide a 4% Cost of Living Adjustment (COLA) increasing the salaries of the City's members in CMEA retroactive to July 1, 2015; 2% COLA increase in November 1, 2016; and 2% COLA increase in May 1, 2017. Additionally, members will be able to receive a one-time revenue sharing payment of up to one percent (1%) of the base salary as of July 1, 2015.

BACKGROUND / LEGISLATIVE HISTORY

The current Memorandum of Understanding (MOU) between the City of Oakland and the Confidential Management Employees Association expired on June 30, 2015. Since February 2015, the City and CMEA negotiation teams have met regularly and have signed comprehensive Tentative Agreements on eleven (11) MOU Articles.

Item: _____
City Council
October 6, 2015

ANALYSIS AND POLICY ALTERNATIVES

Approval of the proposed Resolution is necessary to adopt the MOU between the City and CMEA. The Association’s ratification date was Wednesday, September 2, 2015. The report, ordinance, and resolution are being prepared for Council approval and authorization following Union ratification. Salary Ordinance amendment requires two readings, so it will be presented for its first reading October 6, 2015, for consideration and approval, and second reading on October 20, 2015. If for any reason the MOU is not finalized or approved, the Salary Ordinance amendment could be canceled or delayed if required. The following is a summary of the key provision of the tentative agreements:

Article 3: City Rights

Management rights are now detailed on the contract for easy reference.

Article 4: Association Rights

All requests for information will go directly to the Employee Relations Department.

Article 5: Compensation

The City agrees to provide CMEA members with the following COLA increases:

- July 1, 2015 – 4.0 percent salary increase
- November 1, 2016 – 2.0 percent salary increase
- May 1, 2017 – 2.0 percent salary increase

Additionally, there could be a one-time Revenue Sharing Payment of up to one thousand one hundred dollars (\$1,100) or one percent (1%) of a member’s gross salary as of July 1, 2015, whichever is higher. The payment shall be issued in the second (2nd) pay period of February 2016 or February 2017, dependent upon available funds. The Revenue Sharing Payment will be identified as part of the FY 2014-2015 Fourth Quarter Revenue and Expenditure Report and made payable after the completion of the Comprehensive Annual Financial Report (CAFR).

The City and the Association agreed to add an entire section on Salary Steps, which includes the initial salary, minimum salary increase when promoted, and salary step advancement, which mirrors the International Federation of Professional and Technical Engineers (IFPTE), Local 21 contract. Additionally, they agreed to add a mid-point calculation formula for visual reference.

For acting pay, the City and CMEA agreed to modify the current contract language and increase the acting pay from five percent (5%) to seven and one half percent (7.5%) of regular pay of employee’s own classification for acting assignments under a consecutive sixty (60) calendar days and it would increase to twelve and one half percent (12.5%) of the regular pay of the employee’s own classification beginning on the sixty-first (61) day of acting assignment.

Notary public premium pay was increased from thirty-five (\$0.35) cents per hour to seventy (\$0.70) cents, which mirrors IFPTE, Local 21 contract.

The City and Association agreed to add a miscellaneous licensing and certification premium pay of five percent (5.0%) for possession of licenses and certifications used by the represented employee in the conduct of City business, but not required for his/her classification upon approval by the City Administrator. Additionally, they added the provisions of Auto Allowance, which mirrors IFPTE, Local 21 contract.

Article 6: Professional Development Provisions

The City and the Association agreed to discontinue use of professional development for “job-related tools” in accordance with the Internal Revenue Service (IRS) tax law and increase the reimbursement amount from three hundred fifty dollars (\$350.00) to eight hundred dollars (\$800.00).

The City shall pay up to one hundred percent (100%) of the cost of membership in a professional organization, subject to department head approval. The City may consider covering the cost of more than one (1) professional membership, provided that the membership is directly related to the represented employee’s job duties. For conferences, seminars and meetings in which it may be desirable for a represented employee to attend, subject to the approval of the department head, the represented employee may be permitted with pay, with or without expenses depending on availability, to attend such conferences, seminars, or meetings.

Tuition reimbursement was increased from four hundred dollars (\$400.00) to eight hundred dollars (\$800.00) for a grade of A or B and from two hundred dollars (\$200.00) to four hundred dollars (\$400.00) for a grade of C, which mirrors IFPTE, Local 21 contract.

Article 7: Retirement

This entire article was revised to comply with the Public Employee Pension Reform Act (“PEPRA”) to list the third tier retirement plan.

Article 8: Insurance Programs

The City will now automatically enroll new employees to the Kaiser (medical plan) if they do not enroll themselves. The new employee will have an opportunity to change plans if requested within a timeframe.

The City agreed to increase the amount for “cash-in-lieu” of medical benefits from one hundred sixty dollars (\$160.00) a month to three hundred twenty-five dollars (\$325.00) per month.

Article 9: Leaves of Absence

An employee who transfers to a classification and/or bargaining unit that does not have the same leave banks will be required to use the full leave accrual balance within a period of eighteen (18) months from the job classification date that are not a benefit in the new

classification and/or bargaining unit. Any remaining leave balances shall be cashed out at the end of the eighteenth (18th) month following the transfer.

The definition of immediate family was modified to add in-laws, aunt, uncle, niece or nephew, which mirrors IFPTE, Local 21 contract.

The City proposed and CMEA agreed to update the family death leave entitlement within the MOU to match the Oakland Civil Service Rules. The current MOU contract provides five (5) days while the Civil Service Rules provides up to eight (8) days if the employee must travel a distance one way of more than 600 miles.

Article 14: Personnel Provisions

The City and the Association agreed on a new policy related to Child Safety and Endangerment and zero tolerance for child endangerment. Employees who work or interact with minors or children as part of the job duties, any instance of observed, reported, or reasonably suspected mistreatment or maltreatment of a child or minor will result in the employee being placed on paid administrative leave and subject to an investigation.

The City and the Association agreed to add an entire section on Probationary Period, which includes the entry probationary period, promotional probationary period, lateral probationary period, injury/illness during probationary period, permanent status, transfer list, preference points in examinations, residency points, and eligibility lists during a hiring freeze, which has been current practice and mirrors IFPTE, Local 21 contract.

New Article 15: Grievance and Dispute Resolution Procedure

The City and the Association agreed to add the grievance procedure to this contract; represented employees may grieve alleged violations of the contract up to Step 3; discipline is not grievable and there is no arbitration.

FISCAL IMPACT

The FY 2015-2017 Adopted Budget appropriated \$22.6 million for outstanding labor contract negotiations. Of this amount, \$0.37 million (\$0.17 million in FY 2015-2016 and \$0.20 million in FY 2016-2017) is allocated for CMEA compensation package over the term of the MOU. Total costs associated with the contract include the salary increases and other economic provisions that would be absorbed by existing department budgets. Funds for the one-time Revenue Share Payment will be identified as part of the FY 2014-2015 Fourth Quarter Revenue & Expenditure Report and made payable after the completion of the Comprehensive Annual Financial Report (CAFR).

PUBLIC OUTREACH / INTEREST

No public outreach was required.

COORDINATION

The Employee Relations Department coordinated the collection, compilation, and reporting of data with the Budget Office, Department Heads, Human Resources Department and Central Payroll.

SUSTAINABLE OPPORTUNITIES

Economic: There are no economic opportunities associated with this report.

Environmental: There are no environmental opportunities associated with this report.

Social Equity: There are no social equity opportunities associated with this report.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council Adopt A Resolution Approving the Memorandum of Understanding between the City of Oakland and the Confidential Management Employees Association Representing Employees in Representation Units U31 Covering the Period from July 1, 2015 to June 30, 2017; And Amending Salary Schedule of Ordinance 12187 C.M.S. (The Salary Ordinance) to Increase Salaries by Amounts Pursuant to the Memorandum of Understanding.

For questions regarding this report, please contact Renée Mayne, Employee Relations Director, at (510) 238-6466.

Respectfully submitted,



RENÉE MAYNE

Director, Employee Relations Department

Reviewed by: City Bargaining Team

Prepared by:

Sonia Lara, Principal Employee Relations
Analyst

CAO/Employee Relations Department

Attachments:

1. Draft Resolution
2. Draft Ordinance
3. Estimated Cost of Living Adjustment Increases


EMP ID	CLASS	TITLE	2023	2024	2025	2026	2027	2028
U31	EM109	Assist Director, Parks & Rec	11,479.76	14,095.69	11,709.36	14,377.60	11,943.54	14,665.16
U31	EM110	Assist Director, Pub Works Agency	12,054.58	14,799.51	12,295.67	15,095.50	12,541.59	15,397.41
U31	EM117	Assist to the City Administrator	8,994.37	11,044.29	9,174.26	11,265.17	9,357.75	11,490.48
U31	MA109	City Administrator Analyst	5,398.97	8,098.46	5,506.95	8,260.43	5,617.09	8,425.64
U31	MA125	Human Res Analyst, Sr Supervising	8,994.37	11,044.29	9,174.26	11,265.17	9,357.75	11,490.48

COLA INCREASES

ATTACHMENT 3

REF	CLASS NUM	DESCRIPTION	STEP	2023	2024	2025
U31	SS121	Exec Asst to Asst City Administrator	1	5,522.13	5,632.58	5,745.23
U31	SS121	Exec Asst to Asst City Administrator	2	5,812.47	5,928.72	6,047.30
U31	SS121	Exec Asst to Asst City Administrator	3	6,118.94	6,241.32	6,366.14
U31	SS121	Exec Asst to Asst City Administrator	4	6,440.05	6,568.85	6,700.23
U31	SS121	Exec Asst to Asst City Administrator	5	6,780.24	6,915.85	7,054.17
U31	SS126	Exec Asst to City Administrator	1	5,797.81	5,913.76	6,032.04
U31	SS126	Exec Asst to City Administrator	2	6,102.79	6,224.85	6,349.35
U31	SS126	Exec Asst to City Administrator	3	6,423.94	6,552.42	6,683.46
U31	SS126	Exec Asst to City Administrator	4	6,762.64	6,897.89	7,035.85
U31	SS126	Exec Asst to City Administrator	5	7,118.97	7,261.35	7,406.58
U31	SS122	Exec Asst to City Attorney	1	5,797.81	5,913.76	6,032.04
U31	SS122	Exec Asst to City Attorney	2	6,102.79	6,224.85	6,349.35
U31	SS122	Exec Asst to City Attorney	3	6,423.94	6,552.42	6,683.46
U31	SS122	Exec Asst to City Attorney	4	6,762.64	6,897.89	7,035.85
U31	SS122	Exec Asst to City Attorney	5	7,118.97	7,261.35	7,406.58
U31	SS123	Exec Asst to the City Auditor	1	5,797.81	5,913.76	6,032.04
U31	SS123	Exec Asst to the City Auditor	2	6,102.79	6,224.85	6,349.35
U31	SS123	Exec Asst to the City Auditor	3	6,423.94	6,552.42	6,683.46
U31	SS123	Exec Asst to the City Auditor	4	6,762.64	6,897.89	7,035.85
U31	SS123	Exec Asst to the City Auditor	5	7,118.97	7,261.35	7,406.58
U31	SS125	Exec Asst to the City Council	1	5,797.81	5,913.76	6,032.04
U31	SS125	Exec Asst to the City Council	2	6,102.79	6,224.85	6,349.35
U31	SS125	Exec Asst to the City Council	3	6,423.94	6,552.42	6,683.46
U31	SS125	Exec Asst to the City Council	4	6,762.64	6,897.89	7,035.85
U31	SS125	Exec Asst to the City Council	5	7,118.97	7,261.35	7,406.58
U31	AP365	Exec Dir to Public Ethics Comm	1	8,566.21	8,737.53	8,912.28
U31	AP365	Exec Dir to Public Ethics Comm	2	9,017.83	9,198.18	9,382.15
U31	AP365	Exec Dir to Public Ethics Comm	3	9,491.46	9,681.29	9,874.92
U31	AP365	Exec Dir to Public Ethics Comm	4	9,991.48	10,191.31	10,395.14
U31	AP365	Exec Dir to Public Ethics Comm	5	10,517.87	10,728.23	10,942.80
U31	MA122	Fire Department Personnel Officer	1	8,158.58	8,321.75	8,488.19
U31	MA122	Fire Department Personnel Officer	2	8,588.20	8,759.97	8,935.17
U31	MA122	Fire Department Personnel Officer	3	9,039.82	9,220.62	9,405.03
U31	MA122	Fire Department Personnel Officer	4	9,516.39	9,706.71	9,900.85
U31	MA122	Fire Department Personnel Officer	5	10,016.40	10,216.73	10,421.06
U31	MA124	Human Res Analyst, Principal, PPT	1	8,158.58	8,321.75	8,488.19
U31	MA124	Human Res Analyst, Principal, PPT	2	8,588.20	8,759.97	8,935.17
U31	MA124	Human Res Analyst, Principal, PPT	3	9,039.82	9,220.62	9,405.03
U31	MA124	Human Res Analyst, Principal, PPT	4	9,516.39	9,706.71	9,900.85
U31	MA124	Human Res Analyst, Principal, PPT	5	10,016.40	10,216.73	10,421.06
U31	SC166	Human Res Systems Analyst, Supv	1	8,566.21	8,737.53	8,912.28
U31	SC166	Human Res Systems Analyst, Supv	2	9,017.83	9,198.18	9,382.15
U31	SC166	Human Res Systems Analyst, Supv	3	9,491.46	9,681.29	9,874.92
U31	SC166	Human Res Systems Analyst, Supv	4	9,991.48	10,191.31	10,395.14
U31	SC166	Human Res Systems Analyst, Supv	5	10,517.87	10,728.23	10,942.80
U31	MA127	Human Resource Analyst, Principal	1	8,158.58	8,321.75	8,488.19
U31	MA127	Human Resource Analyst, Principal	2	8,588.20	8,759.97	8,935.17
U31	MA127	Human Resource Analyst, Principal	3	9,039.82	9,220.62	9,405.03
U31	MA127	Human Resource Analyst, Principal	4	9,516.39	9,706.71	9,900.85
U31	MA127	Human Resource Analyst, Principal	5	10,016.40	10,216.73	10,421.06

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2015 SEP 25 AM 9:00


City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE CONFIDENTIAL MANAGEMENT EMPLOYEES ASSOCIATION, REPRESENTING EMPLOYEES IN REPRESENTATION UNITS U31, COVERING THE PERIOD FROM OF JULY 1, 2015 THROUGH JUNE 30, 2017

WHEREAS, the Memorandum of Understanding to be entered into between the City of Oakland and the Confidential Management Employees Association 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 August 31, 2015; 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 are effective as of July 1, 2015.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL-WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID and PRESIDENT GIBSON MCELHANEY

NOES -

ABSENT -


ABSTENTION -

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

FILED
OFFICE OF THE CITY CLERK
INTRODUCED BY COUNCILMEMBER _____

ATTACHMENT 2

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY

2015 SEP 25 AM 9:00

OAKLAND CITY COUNCIL

ORDINANCE No. _____ C.M.S.

ORDINANCE AMENDING THE SALARY SCHEDULE OF ORDINANCE NO. 12187 C.M.S. ("SALARY ORDINANCE") TO PROVIDE COST OF LIVING ADJUSTMENTS TO THE SALARIES OF CERTAIN MISCELLANEOUS EMPLOYEES PURSUANT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE CONFIDENTIAL MANAGEMENT EMPLOYEES ASSOCIATION; THE COST OF LIVING ADJUSTMENTS SHALL BE AS FOLLOWS: INCREASE OF 4% EFFECTIVE JULY 1, 2015; INCREASE OF 2% EFFECTIVE NOVEMBER 1, 2016; AND INCREASE OF 2% EFFECTIVE MAY 1, 2017

WHEREAS, the Memorandum of Understanding between the City of Oakland and the Confidential Management Employees Association has been approved by the parties pursuant to Section 3505.1 of the Government Code of the State of California; and

WHEREAS, said agreements are approved and included increases to salaries of 4% for July 1, 2015, 2% for November 1, 2016 and 2% for May 1, 2017 for employees represented by Confidential Management Employees Association; and

WHEREAS, Oakland City Charter Section 207 requires that the Council shall fix the compensation of all City employees; now, therefore

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1. Effective July 1, 2015, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the Confidential Management Employees Association are increased by 4%.

Section 2. Effective November 1, 2016, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the Confidential Management Employees Association are increased by 2%.

Section 3. Effective May 1, 2017, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the Confidential Management Employees Association are increased by 2%.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more others section, subsection, clauses or phrases may be declared invalid or unconstitutional.

Section 3. Effective Date. This ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2015

PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, CAMPBELL-WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID and PRESIDENT GIBSON
MCELHANEY

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

DATE OF ATTESTATION: _____