



CITY OF OAKLAND

AGENDA REPORT

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: LaWanna Preston
Employee Relations
Director

SUBJECT: Adopt a Resolution Approving the Memorandum of Understanding between the City of Oakland and the Service Employees International Union Local 1021 for the period of July 1, 2013, through June 30, 2015.

DATE: July 23, 2013

City Administrator
Approval

Date

7/25/13

COUNCIL DISTRICT: City-Wide

RECOMMENDATION

Staff Recommends that Council Adopt a Resolution Approving the Memorandum of Understanding between the City of Oakland and Service Employees International Union, Local 1021, Representing Employees in Bargaining Units SB1, SCI and SD1, Covering the Period from July 1, 2013 to June 30, 2015

OUTCOME

The City of Oakland has reached a tentative agreement on wages and other terms and conditions of employment with the Service Employees International Union Local 1021. Key provisions include represented employees shall receive a cost of living adjustment of two percent (2%) effective July 1, 2013 and one percent (1%) effective July 1, 2014; and additional language updates and revisions.

BACKGROUND/LEGISLATIVE HISTORY

The current Memorandum of Understanding between the City of Oakland and the Service Employees International Union Local 1021 (SEIU) expired June 30, 2013. This labor agreement represents the culmination of negotiations that began in the spring of 2013 with representatives of SEIU, who represent approximately 1,279 employees in the City of Oakland. Items of significance include represented employees shall receive a cost of living adjustment of two percent (2%) effective July 1, 2013 and one percent (1%) effective July 1, 2014.

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City Council
July 30, 2013

OTHER SIGNIFICANT TENTATIVE AGREEMENTS

Adjustment for Overpayment

The City will provide written notice to each employee when he/she receives a wage overpayment. The notice will advise the employee of the amount of the overpayment and request that the employee either reimburse the City for the full amount of overpayment or consent the deduction of the overpayment from the employee's paychecks. The notice shall also advise employees of the right not to consent, provided however, the City may pursue appropriate legal action.

Eligibility Lists During a Hiring Freeze

The City will provide the Union written notice of the effective date of the City-declared hiring freeze. When the City ends the hiring freeze, the City Administrator shall provide the Union written notice thirty (30) days in advance of the hiring freeze end date.

Deferred Compensation Plan

The Union shall have one member on the City's Deferred Compensation Committee. The employee shall be released to attend the City committee meetings and the annual Deferred Compensation Seminar sponsored by National Association of Government Defined Contribution Administrators (NAGDCA).

Family Death Leave

The City shall grant Family Death Leave for additional immediate family members; brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew.

Committees

The City shall establish the following committees: Professional labor Management Sub-Committee, Sewer Safety Committee, Contracting Out Committee, Traumatic Incident Committee and the Bilingual Committee.

Redeployment

in the event of a Reduction in Force (RIF), in addition to the rights set for in the Personnel Manual/Civil Service Rules, the City will make reasonable efforts to "redeploy" qualified individuals who have been laid off from City employment.

Class A and B Drivers License

Employees with a valid Class B license, assigned to and operating a vehicle that requires a Class B license shall be paid an additional ninety-six cents (\$0.96) per hour. Employees with a valid Class A license, assigned to operate or drive a vehicle that requires a Class A driver's license shall be paid an additional one dollar and twenty cents (\$1.20) per hour. Employees with the proper license and certification, assigned to operate or drive a Hydro Fiusher or 10 wheel dump truck shall be paid an additional ninety-six cents (0.96) per hour.

Library Premium

Effective July 1, 2014, a Library Assistant, Librarian I or Librarian II, when assigned and in charge of a branch library, shall be paid one dollar and twenty-five cents (\$1.25) an hour. This premium pay can be received in hourly increments and only one unit member at a time can receive this premium pay.

Uniform Allowance

The City agrees to provide an initial uniform allowance of \$287.00 to Police Communications Operator. Additionally, the City will increase the replacement uniform allowance for Animal Control Officer from \$238.00 to \$288.00; Fire Communications Dispatcher from \$173.00 to \$273.00; Parking control Technician from \$279.00 to \$329.00; Parking Meter Collector from \$251.00 to \$301.00; Police Communications Dispatcher from \$173.00 to \$273.00; Police Services Technician I and II from \$208.00 to \$258.00; and Museum Security Guard from \$251.00 to \$301.00.

Professional Development Reimbursement

The City shall increase the reimbursement for professional development from \$100.00 dollars to \$150.00 dollars effective July 1, 2014.

Professional Development

The City agrees to provide the classifications of Specialty Combination Inspector, Specialty Combination Inspector Senior Professional Development funds.

Tuition Reimbursement

Effective July 1, 2013, in the event that a represented employees' receives a grade "A" or "B", the Tuition Reimbursement shall be increased from \$400.00 to \$600.00 dollars. If represented employees receive a "C" 50% of the tuition fee and books shall be increased from \$200.00 to \$300.00 dollars.

Effective July 1, 2014, Tuition Reimbursement for a grade of "A" or "B" 100% of the tuition fee and books shall be \$800.00 dollars. If an employee receives a "C" 50% of the tuition fee and books shall be increased from \$200.00 to \$400.00 dollars. In the event that the course is graded on a pass/fail basis, reimbursement shall be seventy-five percent (75%) of the tuition fee, or \$600.00 increased from \$300.00 dollars. An employee failing a course, or receiving a grade lower than a "C" shall not be reimbursed.

Tool Allowance

The City agrees to increase represented employees' annual tool allowance from \$350.00 to \$520.00 dollars to unit member in the classifications of Automotive Equipment Mechanic, Heavy Equipment Mechanic, Equipment Body Repair Worker, and Electro-Mechanical Machinist. The City agrees to provide a tool allowance increase from \$175.00 to \$250.00 dollars to unit members in the classification of Plumber, Construction and Maintenance Mechanic, Carpenter and Maintenance Mechanic.

Shoe Voucher and Crew Shoe Voucher

The City agrees to increase the annual safety shoe voucher from \$100.00 to \$150.00 dollars annually.

Heavy Pavement/Undulation Crew Show Voucher

The City agrees to increase the Heavy Pavement Crew or the Undulation Crew in the Maintenance Services Department from \$200.00 to \$300.00 dollars annually toward the cost of acquiring two (2) pairs of safety shoes and related shoe supplies.

PUBLIC OUTREACH

No public outreach was required.

COST SUMMARY/IMPLICATIONS

The economic breakdown is as follows:

	FY 2013-14	FY 2014-15
COLA	\$1,907,943	\$963,418
Other Economic Items	\$38,115	\$92,148
TOTAL	\$1,946,058	\$1,055,566

SUSTAINABLE OPPORTUNITIES

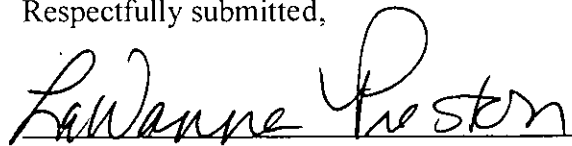
There are no economic opportunities associated with this report.

There are no environmental opportunities associated with this report.

There are no social equity opportunities associated with this report.

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

Respectfully submitted,



LaWanna Preston
Employee Relations Director

Prepared by:
Sonia Lara
Principal Human Resource Analyst
CAO/Employee Relations Department

Attachment – Council Resolution

Item: _____
Council
July 30, 2013

2013 JUL 26 AM 10:42



City Attorney

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OAKLAND AND THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1021, REPRESENTING EMPLOYEES
IN REPRESENTATION UNITS SB1, SCI AND SD1, COVERING THE
PERIOD FROM OF JULY 1, 2013 THROUGH JUNE 30, 2015**

WHEREAS, the Memorandum of Understanding to be entered into between the City of Oakland and the Service Employees International Union 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 July 30, 2013; 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, 2013.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

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