



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 International Federation of Professional And Technical Engineers Union Local 21 for the period of July 1, 2013, through June 30, 2015.

DATE: July 23, 2013

City Administrator
Approval

Deanna Santana

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 the International Federation of Professional and Technical Engineers Union Local 21, Representing Employees in Bargaining Units TA1, TF1, TM2, TW1, UH1, UM1 and UM2, 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 International Federation of Professional and Technical Engineers (IFPTE), Local 21. 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 International Federation of Professional and Technical Engineers expired June 30, 2013. This labor agreement represents the culmination of negotiations that began in the spring of 2013 with representatives of IFPTE, who represent approximately eight hundred fifty one (851) 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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OTHER SIGNIFICANT TENTATIVE AGREEMENTS

Professional Development

The City shall allow employees' to defer Professional Development reimbursement in one fiscal year and receive two years of reimbursement in the following fiscal year.

Tuition Reimbursement

The amount of reimbursement to represented employees. In the event that a represented employees receives a grade "A" or "B", he/she will be reimbursed 100% of tuition or \$800.00 whichever is less. If the grade is a "C", the represented employees will be reimbursed 100% of tuition or \$400.00 whichever is less. And finally, if the grade is on a "pass/fail" basis the reimbursement shall be 75% of the tuition fee or \$600.00 which is ever is less.

Hours of Work/Shifts and Schedules

For bargaining units TA1, TF1, TW1, and UH1 changes in work schedules shall be posted at least ten (10) working days in advance, except in cases of emergency or unusual circumstances. The Union shall also be advised of the changes at least ten (10) days in advance.

Add/Delete or Budgeted Positions

The City shall notify the Union of any additions or deletions to budgeted positions (Add/Deletes) within one (1) week of final approval. Such information shall include the Department, Organization, and classification of such positions. This provision of the MOU shall not be subject to the grievance process.

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.

Acknowledgment of City Policy

Temporary Contract Service Employees may not be hired to fill vacant classified positions, and may not be used for ongoing or repetitive use.

Voluntary Leave Without Pay (VTN)

Represented employees shall be permitted to apply for VTN at any time during the year, which is a change from only permitting employees to apply during two specified times in the year.

Call Back Pay and Shift Differential Pay

Swing shift premium pay shall be increased from eighty seven cents (\$.87) to eighty nine cents (\$.89) per hour for each hour worked in that work shift. Graveyard shift premium pay shall be increased from one dollar and three cents (\$1.03) to one dollar and five cents (\$1.05) per hour for each hour worked in such work shift.

Notary Public Pay

The City shall increase Notary Public Pay from thirty five (\$.35) to seventy cents (\$.70) per hour to qualified employees for the performance of notary public duties.

Flexible Staffing

Flexible staffing is intended to provide for promotion in place within a job series and may not be used to fill vacant positions. Flexible staffing may not be used in cases where there is a reinstatement list for the higher classification. Within 60 days of ratification of this Agreement, the City shall meet and confer with the Union and issue appropriate revisions to Administrative Instruction 592.

Acting Pay

In cases where there is a permanent vacancy or a temporary vacancy (more than 120 days as specified by the Civil Service Rules), the department head or designees shall post the acting opportunities for a minimum of 10 working days.

Medical and Dependent Care Reimbursement Plan

If a represented employee receives medical insurance coverage through their spouse or partner and elects not to receive City paid medical coverage, the represented employee shall receive either \$325.00 per month in cash or to may elect to have a portion of this payment up to the maximum amounts (DCAP \$5,000.00/MCAP \$2,500.00) paid into the employee's MCAP or DCAP. If the savings are not equal to or greater than the increased costs, than the amount of the In-Lieu contribution for Calendar Year 2015 shall be reduced to \$250.00 per month.

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.

Telecommuting Program

The City and the Union will meet and confer to develop an Administrative instruction to set policy that allows Department Heads to establish telecommuting programs in their departments, where appropriate, subject to City guidelines.

Uniform Allowance

The City agrees to provide the Emergency Medical Service Coordinator a uniform allowance of \$287.00 for the initial purchase of uniforms and \$178.00 for annual replacement.

COBRA Supplement Fund

On July 20, 2009, the City and the Union entered into a Side Letter Regarding COBRA Supplement Fund. Pursuant to that agreement, the Union agreed to suspend professional development allowances for FY09-10 and FY 10-11 in return for the establishment of a fund to provide laid off represented employees reimbursement for the cost of purchasing continuation medical coverage under the Comprehensive Omnibus Budget Reconciliation Act of 1986 (COBRA). The Side Letter was subsequently extended through June 30, 2013. Since there are still funds in this account, the City and the Union now desire to extend the Side Letter through June 30, 2015.

PUBLIC OUTREACH

No public outreach was required.

COST SUMMARY/IMPLICATIONS

The economic breakdown is as follows:

	FY 2013-14	FY 2014-15
COLA	\$1,941,254	\$980,238
Other Economic Items	\$122,179	\$122,179
TOTAL	\$2,063,433	\$992,455

SUSTAINABLE OPPORTUNITIES

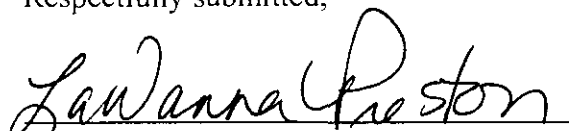
There are no economic opportunities associated with this report.

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

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2013 JUL 26 AM 10:41

Approved as to Form and Legality



City Attorney

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (IFPTE) UNION, LOCAL 21, REPRESENTING EMPLOYEES IN REPRESENTATION UNITS TA1, TF1, TM2, TW1, UH1, UM1 AND UM2, FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015

WHEREAS, the Memorandum of Understanding to be entered into between the City of Oakland and the international Federation of Professional and Technical Engineers, Local 21 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