

OAKLAND CITY COUNCIL

RESOLUTION No. 76081 C.M.S.

ASR

RESOLUTION APPROVING LETTER OF UNDERSTANDING
BETWEEN THE CITY OF OAKLAND AND SERVICE
EMPLOYEES INTERNATIONAL, LOCAL 790

WHEREAS, the Letter of Understanding to be entered into between the City of Oakland and Service Employees International, Local 790 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 terms and conditions contained in said Letter 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 Letter of Understanding are to be effective on the date of passage of this resolution.

IN COUNCIL, OAKLAND, CALIFORNIA, OCT 17 2000, 19

PASSED BY THE FOLLOWING VOTE:

AYES- BRUNNER, CHANG, MILEY, NADEL, REID, ^{WAN}RUSSO, SPEES AND
~~PRESIDENT DE LA FUENTE~~ *17*

NOES- *None*

ABSENT- *None*

ABSTENTION- *None*

Excused- *De la Fuente-1*

ATTEST: *Cela Floyd*
CEDA FLOYD
City Clerk and Clerk of the Council
of the City of Oakland, California

Letter of Agreement

The City of Oakland and SEIU, Local 790 have reached the following agreement regarding employment conditions and pay of Police Communications Dispatchers in recognition of the unusual shortage of trained, tenured dispatchers and the large number of trainees expected to be hired within the Communications Division of the Oakland Police Department.

The parties agree as follows:

1. Applicability and Duration

This agreement shall be applicable only to permanent incumbents in the classification of Police Communications Dispatcher employed as of the date of execution of this agreement between the parties.

This agreement shall be effective from the date of City Council approval and shall terminate on December 31, 2001, unless extended by mutual agreement of the parties.

2. Training Pay

The City agrees to pay employees assigned and certified by the department as trainers \$1.24 per hour in addition to the employee's hourly base rate of pay. The additional compensation shall be paid until such time that the employee is decertified by the department as a trainer. In addition, trainers shall receive one hour of overtime per week while actively assigned a trainee in order to complete paperwork attendant to training.

3. Incentive Program

The City will credit each fully trained dispatcher, off probation, with sixty (60) hours of vacation leave, effective the pay period that includes December 25th, 2000. In order to qualify for the incentive program, the employee must sign a written agreement with the City to maintain a ninety-five percent (95%) attendance rate in use of sick leave, excluding any time off for an accepted City industrial injury, and not be subject to a Performance Deficiency Notice. Should any employee fail to adhere by the above criteria between the period January 1, 2001 and June 30, 2001, the City will reduce the employee's leave balance by thirty (30) hours. Should the employee fail to adhere by the above criteria between the period July 1, 2001 and December 31, 2001, the City will reduce the leave balance by thirty (30) hours. In addition, should the employee retire or terminate during the period January 1, 2001 through December 31, 2001, the employee will forfeit a pro-rata amount of the sixty (60) hours of vacation leave. The sixty (60) hours of leave will be accounted for separately by the department and therefore will not

be subject to the January 1, 2001 vacation accrual cap, currently in effect. However, the employee must use the sixty (60) hours of vacation leave no later than January 1, 2003 or be paid off in full for the leave at that time.

Probationary employees will receive a pro-rata amount of the above benefit, once permanent, subject to the above criteria.

4. Supplement of Current Staffing Levels


City and Union agree that Police Department employees who were employed as either former Communications Sergeants or dispatchers will be allowed to work as Complaint Operators on an overtime basis. Further, the parties agree that the Department will attempt to contract with former dispatchers or retired dispatchers to supplement current staffing.

5. Job Environment Enhancements

The Department, as part of its efforts to enhance the work environment as much as possible for employees, will relax dress standards on weekends, will work with employees to draw up an acceptable list of finger foods that will be allowed to be eaten in the console area, and will install a television set in the dispatch center subject to the department's right to set reasonable rules regarding such enhancements and to remove any and all such privileges if they interfere with Department's ability to provide service to the public.


The Department further agrees review an alternate work schedule plan to be jointly developed by labor and management employees by September 30, 2000. The committee shall consist of Police management representatives and three (3) Union Police Shop Stewards, plus, one (1) member from each work shift. Notwithstanding the above, the department reserves the right to suspend or terminate any such schedules if they interfere with the Department's ability to provide service to the public.

CITY OF OAKLAND, a municipal
corporation

By 
HARRIET LEONG-HALL
Principal Human Resource Analyst

Date: 8-29-00

SEIU, Local 790

By 
STEVE BRISTOW
Chapter President

Date: 9-14-00