



Office of the City Manager

CONSENT CALENDAR

April 11, 2023

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Aram Kouyoumdjian, Director of Human Resources

Subject: Side Letter of Agreement – Service Employees International Union, Local 1021 Community Services & Part-Time Recreation Leaders Association

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute and implement a Side Letter of Agreement with Service Employees International Union, Local 1021 Community Services & Part-Time Recreation Leaders Association (PTRLA) to modify Section 15.6 of the Memorandum of Agreement regarding Hazardous Substance Special Assignment Pay. Effective July 7, 2022, employees who are regularly assigned to perform services in unhoused settings throughout the service area shall receive a three percent (3%) salary differential to their base pay for all actual hours worked in the field and performing duties in unhoused settings.

This Resolution follows Council consideration of this item in Closed Session on December 12, 2022.

FISCAL IMPACTS OF RECOMMENDATION

The Side Letter of Agreement will result in an expenditure of approximately \$60,000 this fiscal year. The cost of the additional contribution can be absorbed in the current general fund.

CURRENT SITUATION AND ITS EFFECTS

There are five (5) classifications that perform services in active encampments: Behavioral Health Clinician I (2058), Behavioral Health Clinician II (2060/2061), Social Services Specialist (2199), Code Enforcement Officer I (3015), and Code Enforcement Officer II (3014), a total of approximately 43 combined active employees who do not receive a differential for working in unhoused settings.

BACKGROUND

On July 29, 2021, Council approved Resolution No. 69,990-N.S., authorizing the City Manager to execute a new Memorandum of Agreement (MOA) for the period June 27, 2021 through June 26, 2024 with SEIU, Local 1021 Community Services & PTRLA. The MOA specified that the City would complete a review of providing hazardous pay to this unit. The City met with representatives of the Union to discuss the results of the review and reached a tentative agreement via a Side Letter of Agreement.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

The recommendation compensates, through a pay differential, select job classifications for specialized work in unhooded settings, thereby ensuring fair and equitable treatment of employees who perform assignments that carry increased risk of exposure to hazardous substances.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Aram Kouyoumdjian, Director of Human Resources, 510-981-6807
Dawud Brewer, Employee Relations Manager, 510-981-6821

Attachments:

1: Resolution

Exhibit A: Side Letter of Agreement Between the City of Berkeley and Service Employees International Union Local 1021 Community Services & Part-Time Recreation Leaders Association

RESOLUTION NO. ##,###-N.S.

SIDE LETTER OF AGREEMENT – SERVICE EMPLOYEES INTERNATIONAL UNION
COMMUNITY SERVICES & PART-TIME RECREATION LEADERS ASSOCIATION

WHEREAS, on July 29, 2021, the City Council adopted Resolution No. 69,990-N.S. that authorized the City Manager to execute and implement a three-year Memorandum of Agreement with the Service Employees International Union (SEIU) Local 1021 Community Services & Part-Time Recreation Leaders Association (PTRLA) that set forth the wages, hours, and other terms and conditions of employment for employees represented by the Union; and

WHEREAS, Section 15.6, effective July 7, 2022, provides that employees who are regularly assigned to perform services in unhoused settings throughout the service area shall receive a three percent (3%) salary differential to their base pay for all actual hours worked in the field and performing duties in unhoused settings; and

WHEREAS, representatives of the City and representatives of SEIU Local 1021 Community Services & PTRLA have met and conferred in good faith and have reached a tentative agreement on a Side Letter of Agreement to the Memorandum of Agreement attached hereto as Exhibit A and made a part hereof;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute and implement the Side Letter of Agreement (Exhibit A), which is attached hereto and made a part of hereof with SEIU Local 1021 Community Services & PTRLA pertaining to the specific sections set forth in the Side Letter of Agreement.

BE IT FURTHER RESOLVED that a copy of the executed Side Letter of Agreement be filed in the Office of the City Clerk.

Exhibit A: Side Letter of Agreement Between the City of Berkeley and Service Employees International Union Local 1021 Community Services & Part-Time Recreation Leaders Association



Human Resources Dept.

December 13, 2022

Julio Corral
Labor Representative
SEIU Local 1021
100 Oak Street
Oakland, CA 94607

Re: Letter of Understanding – 15.6 Hazardous Substance Special Assignment Pay

Dear Mr. Julio Corral:

This letter is to confirm the agreement reached between the City of Berkeley (the “City”) and Service Employees International Union, Local 1021 Community Services & PTRLA (the “Union”), regarding the above referenced matter.

1. Section 15.6 – Hazardous Substance Special Assignment Pay, of the current memorandum of understanding states:

Beginning no later than 90 days after adoption of the successor contract, the City agrees to conduct a job audit of the Behavioral Health Clinician I (24780), Behavioral Health Clinician II (24790), Social Services Specialist (24810), and Code Enforcement Officer I (33090), Code Enforcement Officer II (33100) classifications who perform services in active encampments through the city and the parties shall meet and confer over the results of the City’s review. The Union believes employees in these classifications who perform services in an active encampment should receive a salary differential to base pay for hours worked on assignment.

2. The parties agreed to modify Section 15.6 – Hazardous Substance Special Assignment Pay, as follows:

Employees who are regularly assigned to perform services in unhoued settings throughout the service area shall receive a three percent (3%) salary differential to their base pay for all actual hours worked in the field and performing duties in unhoued settings.

This differential shall be retroactively applied, to active employees who were employed and remained employed with the city effective the period containing July 7, 2022. Active employees who were hired after July 7, 2022, shall only receive retroactive compensation from the date they were employed. Payment for this retroactive payment shall occur within thirty (30) days of the signing the side letter agreement to add this differential.

This Agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Personnel Rules and Regulations, or any applicable policies and procedures of City departments or the City of Berkeley, except as expressly stated herein.

This Agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein and supersedes and replaces all prior negotiations, proposed discussion, whether written or oral.

If this is your understanding of the agreement reached, please sign as indicated below.

Sincerely,

Dawud Brewer
Employee Relations Manager

WHEREFORE, the parties by and through their authorized agents and representatives agree to the terms of this Side Letter Agreement.

AGREED TO FOR THE CITY:

Dee Williams-Ridley
City Manager

AGREED TO FOR THE UNION:

Julio Corral
Eastbay Field Supervisor

APPROVED AS TO FORM:

James Chang
Deputy City Attorney

Peter Masiak
East Bay Field Director

