




Office of the City Manager

CONSENT CALENDAR
March 11, 2014

To: Honorable Mayor and Members of the City Council
From:  Christine Daniel, City Manager
Submitted by: David Abel, Acting Director of Human Resources
Subject: Side Letter of Agreement – SEIU Local 1021 Maintenance and Clerical Chapters

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute and implement a Side Letter of Agreement with Service Employees International Union (SEIU) Local 1021 Maintenance and Clerical Chapters to modify Section 13.2 of the Memorandum Agreement regarding the compensation for Public Safety Dispatcher II during temporary assignment to the higher classification of Supervising Public Safety Dispatcher in the Police Department.

FISCAL IMPACTS OF RECOMMENDATION

The Police Department anticipates that the fiscal impact for this recommendation will be approximately \$2,000 for the remainder of the FY 2014. The additional expenditures will be paid from the Police Department’s General Fund (Budget Code 010-7104-420.11-01).

CURRENT SITUATION AND ITS EFFECTS

Section 13.2 of the City’s Memorandum Agreement with the SEIU Local 1021 Maintenance and Clerical Chapters provides that employees in the classification of Public Safety Dispatcher II assigned as a Supervising Public Safety Dispatcher for at least half a shift shall be compensated for higher class pay for the entire shift. However, the department acknowledges that in most cases, employees temporarily assigned to act in the higher class capacity are often ineligible for the higher class pay because they typically are assigned to function in the higher level capacity for less than half their shift. In most cases, the employees have willingly accepted the higher class assignment either as management directive or because they value the opportunity to learn new skills and gain experience which may enhance their current performance and/or prepare them for promotional opportunities in the future.

In order to continue to encourage Public Safety Dispatcher II employees to function in the higher classification of Supervising Public Safety Dispatcher as needed to meet the operational needs of the department, and be able to compensate employees as soon as they are assigned to function in the higher capacity, the Chief of Police is proposing that

Section 13.2 of the current Agreement be amended as set forth in the attached Side Letter of Agreement with SEIU Local 1021 Maintenance and Clerical Chapters.

BACKGROUND

On September 16, 2008, the City Council adopted Resolution No. 64,171-N.S. that authorized the City Manager to execute and implement a four-year Memorandum Agreement with SEIU Local 1021 Maintenance and Clerical Chapters that set forth the wages, hours and other terms and conditions of employment for employees represented by the Union. On June 28, 2011, the City Council adopted Resolution No. 65,375-N.S. which extended the Agreement through July 4, 2015.

The City's Human Resources Department and the Police Department staff met with representatives of SEIU Local 1021 Maintenance and Clerical Chapters on January 15 and 29, 2014 and have reached agreement on the terms and conditions set forth in the attached Side Letter of Agreement.

ENVIRONMENTAL SUSTAINABILITY

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

RATIONALE FOR RECOMMENDATION

If the proposed Side Letter of Agreement is adopted, a Public Safety Dispatcher II assigned to function as a Supervising Public Safety Dispatcher will be compensated at the Supervising Public Safety Dispatcher pay on an hour for hour basis. This recommendation allows the department to compensate staff at the onset of his/her temporary assignment to the higher level classification. Furthermore, it would continue to promote opportunities for employees to gain valuable experience and professional growth by assuming the higher level duties and responsibilities of the Supervising Public Safety Dispatcher classification.

ALTERNATIVE ACTIONS CONSIDERED

Maintain the status quo in which case Public Safety Dispatcher II employees would not be eligible for higher class pay when acting as Supervising Public Safety Dispatcher unless the assignment was for at least half a shift.

CONTACT PERSON

David Abel, Acting Director of Human Resources, 981-6807
Rebecca Chen, Associate Human Resources Analyst, 981-6822

Attachments:

1: Resolution

Exhibit A: Side Letter of Agreement between the City of Berkeley and SEIU Local 1021 Maintenance and Clerical Chapters

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

SIDE LETTER OF AGREEMENT – SEIU LOCAL 1021

WHEREAS, on September 16, 2008, the City Council adopted Resolution No. 64,171-N.S. that authorized the City Manager to execute and implement a four-year Memorandum Agreement with SEIU Local 1021 Maintenance and Clerical Chapters that set forth the wages, hours and other terms and conditions of employment for employees represented by the Union; and

WHEREAS, on June 28, 2011, the City Council adopted Resolution No. 65,375-N.S. to extend the Agreement through July 4, 2015; and

WHEREAS, under the terms of the Memorandum Agreement, an employee may be appointed to work temporarily in a higher classification; and

WHEREAS, Section 13.2 of the Memorandum Agreement states that in order for Public Safety Dispatcher II to receive higher class pay when assigned as a Supervising Public Safety Dispatcher, the employee must meet the minimum qualifications of the higher classification and perform the duties of the higher classification assignment for at least half a shift shall be compensated for higher class pay for the entire shift; and

WHEREAS, Public Safety Dispatcher II employees are often ineligible for higher classification pay because the employee has worked less than half a shift in the higher classification assignment.

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, which is attached hereto and made a part of hereof with SEIU Local 1021 Maintenance and Clerical Chapters that amends Section 13.2 of the Memorandum Agreement, to permit Public Safety Dispatcher II to be compensated at the level of Supervising Public Safety Dispatcher on an hour for hour basis when assigned to work in the capacity, effective March 23, 2014.

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

Exhibit A: Side Letter of Agreement between the City of Berkeley and SEIU Local 1021 Maintenance and Clerical Chapters

**Side Letter of Agreement
Between the
City of Berkeley and SEIU Local 1021 Maintenance and Clerical Chapters**

The City of Berkeley and SEIU Local 1021 Maintenance and Clerical Chapters have met and conferred and reached an agreement on this Side Letter of Agreement to the Memorandum Agreement to modify Section 13.2 regarding the compensation for temporary appointments to a higher classification, specifically for the Public Safety Dispatcher II when assigned to act in the higher classification of Supervising Public Safety Dispatcher. This Side Letter of Agreement is intended to memorialize the agreement reached between the parties and is not intended to supersede any of the other terms and conditions of employment contained in the same provision or in the Memorandum Agreement. This agreement does not prevent the parties from further discussions at a future date.

The language in Section 13.2 is modified to read as follows:

Departments may assign an employee to work in a higher class provided the employee meets the minimum qualifications for the assignment. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. To be eligible for higher-class pay, the employee must work a minimum of one day, meet the minimum qualifications, and perform the duties of the higher class. However, because of the immediate emergency response nature of their job function, employees in the classification of Public Safety Dispatcher II assigned as a Supervising Public Safety Dispatcher shall be compensated for higher class pay on an hour-for-hour basis. An approved annual blanket authorization must be on file for any Public Safety Dispatcher who is so assigned. Employees meeting these requirements will be compensated at the lowest step of the higher classification that provides at least a five percent (5%) differential for the days worked.

This Side Letter of Agreement is effective March 23, 2014, by the employer-employee relations representatives whose signatures appear below for their respective organizations.

FOR SEIU LOCAL 1021 M&C

FOR CITY OF BERKELEY

Ron Rhone
Field Representative SEIU Local 1021

Christine Daniel
City Manager

Gladys Gray
SEIU Local 1021 President, Maintenance

Michael Meehan
Chief of Police

Sandra Lewis
SEIU Local 1021 President, Clerical

Erik Upson
Police Captain

James Wallace
SEIU Local 1021 MC Chief Steward

Rebecca Chen
Associate Human Resources Analyst

