



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL **DATE: JANUARY 5, 2021**

FROM: HUMAN RESOURCES DEPARTMENT **WARDS: ALL**

SUBJECT: REVISIONS TO THE MEMORANDUM OF UNDERSTANDING WITH THE SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 721, GENERAL UNIT AND RELATED REVISIONS TO THE FRINGE BENEFIT AND SALARY PLAN

ISSUE:

Approval of the Memorandum of Understanding with the Service Employees' International Union Local 721, General Unit.

RECOMMENDATION:

That the City Council:

1. Approve the attached Memorandum of Understanding with the Service Employees' International Union Local 721, General Unit effective July 1, 2020 through June 30, 2021, which incorporates the negotiated revisions;
2. Authorize the City Manager, or his designee, to execute the Memorandum of Understanding on behalf of the City, including making minor and non-substantive changes; and
3. Adopt the attached Resolution amending the Master Fringe Benefits and Salary Plan to reflect the revised Memorandum of Understanding provisions as outlined in Exhibit A attached thereto.

BACKGROUND:

The City entered into, and successfully concluded, labor negotiations with the Service Employees' International Union (SEIU) Local 721, General Unit.

The specific MOU changes were ratified and approved by the SEIU General Unit, its members and their legal counsel in December 2020. The fundamental terms of the Memorandum of Understanding (MOU) have been agreed upon by the parties and are reflected in the attached Tentative Agreement and the redline MOU reflecting all changes agreed.

DISCUSSION

Provisions of the tentative agreements were ratified by the union in December 2020 and are herein presented for the City Council's approval:

1. Article 1 - Labor Contract Period:

July 1, 2020 through June 30, 2021 (1-year contract).

2. Article 4 - Union Security and Union Representation:

Section 1 - Dues:

- The City will send the Union a list of employees in the bargaining unit and other information concerning such employees for dues deduction purposes;
- Employees may make voluntary contributions to the Union's political action committees, but are not obligated to do so; and
- The Union would indemnify the City for any claims related to the deduction of Union dues.

Section 3 - Union Orientation - During new employee orientation, the Union will be permitted 30 minutes to present information and provide written materials about the Union to new employees and City management will not be permitted to attend this portion of the orientation.

Section 5 – Seniority – Where seniority applies, employees with more seniority have preference over employees with less seniority.

Deleted Agency Shop provisions in light of *Janus* decision.

3. Article 5 – Wages:

Removed outdated language in order to maintain status quo in terms of compensation.

4. Article 6 - Benefit Provisions:

Section 1 - Health Insurance – Removed outdated language in order to maintain status quo in terms of health benefits, and updated language to reflect new MOU term dates.

5. Article 7 – Retirement:

Section A – Tier 1 – Removed outdated language in order to maintain status quo in terms of retirement benefits and employee contributions.

Section B – Tier 1 Safety Retirement Members – Removed outdated and inapplicable section concerning safety retirement members.

6. Article 8 – Overtime and Premium:

Section 3 - Salary Differential – The City will provide Public Safety Dispatchers and Public Safety Dispatch Supervisors who possess an Emergency Medical Dispatching (EMD) certificate one (1) additional salary step.

Section 6 - Overtime Calculation – Employees may elect to receive comp time for overtime worked in lieu of cash payments, but limited the accrual of such comp time to 120 hours and provided that the change is only operative through June 30, 2021. Thereafter, employees may request, not elect, to receive comp time for overtime worked in lieu of cash payments.

Section 7 - Standby Pay – Employees may elect to receive comp time for standby time in lieu of cash payments up to 18 hours per month, but only through June 30, 2021. For standby time in excess of 18 hours, the employee must request to receive comp time in lieu of cash payments.

7. Article 9 – Reclassification:

Section 1 - Reclassification/Salary Studies - The City commits to complete its review of the classification and compensation study by December 31, 2020, and that the City will use compensation survey data that is current as of July 1, 2020. Furthermore, provided that the City will meet with SEIU to discuss the study findings within 30 days of SEIU's request to do so.

8. Article 13 – Holidays:

Section G – Clarified compensation for Public Safety Dispatchers who work shifts when holidays fall on weekend days.

9. Article 20 – Reduction in Force:

Section 3 - Layoff and Recall – Employees who are laid off by the City will be treated as internal recruitment for 18 months as opposed to 12 months following the layoff.

The final approved MOU will be approved by City Attorney once it is signed and approved by SEIU.

FISCAL IMPACT:

The revisions to the MOU predominantly result in non-financial changes. There is no material financial impact to the General Fund.

Prepared by:	Rene Goldman, Human Resources Director
Certified as to availability of funds:	Edward Enriquez, Chief Financial Officer/City Treasurer
Approved by:	Rafael Guzman, Assistant City Manager
Approved as to form:	Kristi J. Smith, Interim City Attorney

Attachments:

1. Comprehensive Memorandum of Understanding for SEIU Local 721 General Unit
2. Resolution Amending the Fringe Benefits and Salary Plan
 - a. Exhibit A – Amended Fringe Benefits and Salary Plan