

DATE: March 18, 2008

TO: Mayor and City Council

FROM: Human Resources Director

SUBJECT: Adoption of Resolution to Approve Contract with Professional and Technical Engineers, IFPTE - Local 21

RECOMMENDATION

That Council adopts the attached resolution approving a new four-year agreement with the IFPTE - Local 21 effective October 1, 2007, pertaining to wages, hours, benefits, and other terms and conditions of employment.

BACKGROUND

In 2004, the City and Local 21 agreed to a two-year extension of the then existing MOU, which was set to expire in October 2005. As part of the extension, the Union agreed to forgo salary increases for two years. It is the City Council's policy to pay employees at the average of the surveyed rate. The City agreed to make every effort to implement 100% of the equity increases that resulted from the salary survey. In addition, the City and Local 21 agreed on benchmark positions to survey and the method to provide equity increases to Local 21 classifications. The equity increases are those salary increases necessary, by classification, to bring City of Hayward salaries up to the average of the survey cities. The cities surveyed were Alameda, Berkeley, Daly City, Fremont, Livermore, Palo Alto, Richmond, San Leandro, San Mateo, Santa Clara, and Vallejo.

The two-year extension expired September 30, 2007. In June 2007, City negotiators began meeting with members of Local 21 to negotiate wages, hours, benefits, and other terms and conditions of employment. City negotiators and members of Local 21 reached agreement on a new four-year contract with general wage increases occurring over four years and equity adjustments to occur over three years. Other major adjustments to the contract are attached.

DISCUSSION

City negotiators have reached an agreement on a new four-year agreement with the IFPTE - Local 21 (Local 21). Local 21 represents Professional and Technical classifications throughout the organization including but not limited to Engineers, Planners, Building Inspectors, Technology Services Staff, and Librarians. On March 13, 2008, Local 21 members ratified the proposed contract. The principle economic components include Cost of Living adjustments (COLA's) of 3% in 2007, 3% in 2008, 4% in 2009, and 4% in 2010. Additional equity increases are provided over

three years for the fifty-one job classifications within the unit. A full summary of changes to the current Memorandum of Understanding is attached.

FISCAL IMPACT

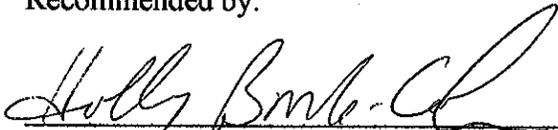
The Fiscal Impact of Salary Adjustments over four years is as follows:

	FY 2008	FY 2009	FY 2010	FY 2011
Equity Adj.	\$219,277	\$233,156	\$235,194	\$0
COLA	\$237,430 (3%)	\$251,548 (3%)	\$354,866 (4%)	\$369,061 (4%)
Total Salaries	\$8,151,761	\$8,636,465	\$9,226,525	\$9,595,586

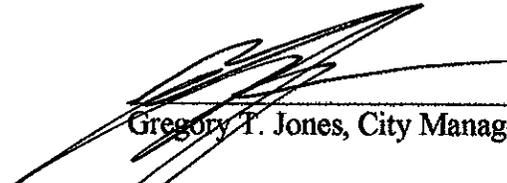
The contract negotiated is within the cost parameters contained in the currently adopted Budget.

Due to the length of the documents, the agreements are not attached, but are available for review in the City Clerk's office.

Recommended by:


Holly Brock-Cohn, Human Resources Director

Approved by:


Gregory T. Jones, City Manager

Attachment: Attachment A
Draft Resolution (1)

**CITY OF HAYWARD
2007-2008 LOCAL 21 NEGOTIATIONS
SUMMARY OF PROVISIONS AND AMENDMENTS**

This summarizes changes in the Memorandum of Understanding with PROFESSIONAL AND TECHNICAL ENGINEERS, IFPTE-LOCAL 21, covering the period October 1, 2007 through September 30, 2011.

1. TERM OF AGREEMENT

Four (4) years, from October 1, 2007 through September 30, 2011.

2. SALARY ADJUSTMENTS - COLA

- October 1, 2007 3.0 %
- October 1, 2008 3.0 %
- October 1, 2009 4.0%
- October 1, 2010 4.0%

3. SPECIAL SALARY ADJUSTMENTS – MARKET ADJUSTMENTS

In addition to cost-of-living wage adjustments, market adjustments shall be applied to benchmark classifications and classifications linked to benchmarks over the term of the Agreement, as follows (See Attachment 1 for List of Classifications in each group):

GROUP	10/1/2007	10/1/2008	10/1/2009	TOTAL
1. Eng'g & Dev. Services	2.91 %	2.91 %	2.92 %	8.74 %
2. Community Services	5.11 %	5.11 %	5.12 %	15.34 %
3. Inspection & Lab Services	2.00 %	2.00 %	1.62 %	5.62 %
4. Technology Services	2.70 %	2.71 %	2.71 %	8.12 %
5. Library Services	2.52 %	2.53 %	2.53 %	7.58 %

4. SAFETY EQUIPMENT

Increase allowance for safety shoes to \$200.00 per year; increase allowance for prescription safety glasses to \$125.00 per year; and add Recycling Specialist and Police ID Specialist classifications to the list of employees eligible for safety equipment allowance.

5. MEAL ALLOWANCE

Increase meal allowance to \$10.00 for employees required to attend an evening meeting or required to work at least two (2) hours overtime at the end or prior to the start of a shift or as a result of an unscheduled call back on scheduled days off. For each additional four (4) hours worked, the employee shall receive an additional \$10.00 meal allowance.

6. BILINGUAL PAY

Employees who agree, in the performance of their duties, to utilize their bi-lingual skills (including American Sign Language) to converse with the public and who have passed

the City's competency requirements, shall receive bilingual pay in the amount of \$30 per pay period.

In addition, employees who agree, in the performance of their duties, to utilize their bilingual skills in a manner that exceeds basic conversational skills such as creating written documents, and who have passed the City's competency requirements, shall receive bilingual pay in the amount of \$40.00 per pay period. The City will determine the language(s) other than English eligible for the pay.

7. SUPPLEMENTAL BENEFITS

For employees who decline enrollment because of medical coverage from another source, the City shall contribute for alternate benefits as follows:

- Single-party coverage \$150.00 per month
- Two-party coverage \$270.00 per month
- Two-party plus coverage \$350.00 per month

8. PLAN CHECKING ENGINEER

Adjust salary of Plan Checking Engineer by 2.01 %, retroactive to the date the incumbent was hired into the position, to make up for exclusion from the 2002 and 2003 adjustments given the Engineer series.

9. SURVEYOR

Five percent (5%) pay differential for Surveyor classification who obtains a Land Surveyor License, effective the first full pay period following Union ratification and City Council Approval.

10. HAZARDOUS MATERIALS INVESTIGATOR

Effective 10/1/2006, the City will roll five percent (5%) into the base pay of the position and add UST Inspector Certification as a minimum requirement in the job description.

11. ENVIRONMENTAL SPECIALIST

Upon certification of the incumbent, the City will roll five percent (5%) into the base pay of the position and add UST Inspector Certification as a minimum requirement in the job description.

12. ASSISTANT ENGINEER / ASSOCIATE ENGINEER

Effective the first full pay period following Union ratification and City Council approval, the parties agree to meet and revise the job specifications of Assistant Civil Engineer and Assistant Transportation Engineer to restructure the positions into flexibly staffed classifications. The intent is that upon finalization of the flexible staffing criteria, employees who have or who subsequently attain their professional Engineer License and meet the established criteria will be flexibly staffed to the Associate Engineer level.

13. SENIOR COMMUNITY PRESERVATION INSPECTOR – SALARY SCALE

Adjust salary steps for Sr. Community Preservation Inspector classification to make them a uniform 5% between steps utilizing the current top step.

14. 10% DIFFERENTIAL: SENIOR AND JOURNEY LEVEL POSITIONS

Effective 10/1/2007, 10 % differential between Sr. Plan Checker and Plan Checker; and between Sr. Property Rehabilitation Specialist and Property Rehabilitation Specialist.

15. PARITY

Effective 10/1/2007, establish parity between Sr. Housing Inspector and Sr. Community Preservation Inspector; and between Sr. Building Inspector and Sr. Plan Checker.

16. INDUSTRIAL DISABILITY

Amend provision and limit additional compensation provided by the City during industrial disability leave to twelve (12) months during any three-year period.

17. RETIREE MEDICAL BENEFIT

Employees who retire after December 31, 2007 who have ten (10) years of service with the City are eligible for a City contribution of \$274.72 per month toward retiree medical costs.

Employees employed by the City on July 1, 2008 and who have at least five (5) years of service with the City will be eligible for a City contribution of \$274.72 per month toward retiree medical costs.

For those employees employed by the City on July 1, 2008 and who have less than five (5) years of service with the City, the issue of eligibility for City contribution toward retiree medical benefits is subject to further review. The parties agree to study the issue and the City will provide a response no later than sixty (60) days after Union ratification and City Council approval of this MOU. The parties agree to meet and discuss and resolve eligibility standing of these employees. In the event the City and the Union are unable to resolve the issue of eligibility standing, neither party relinquishes or concedes any issues pertaining to the merits of the dispute.

18. ACTING PAY

Amend language in "Section 8.10 Acting Pay" to define one work-week as qualifying period for Acting Pay; and to clarify compensation at acting-pay rate during periods of approved leave with pay during the "acting" period.

19. WORK-OUT-OF-CLASS PAY

Add a new provision for employees who may be assigned to perform the duties of a higher classification when the incumbent is not available. An out-of-class assignment shall only be made by the supervisor or department head or his/her designee. An employee assigned out-of-class work shall receive five percent (5%) differential pay for all hours worked in the higher classification.

20. CHANGE IN PAY UPON PROMOTION

When employees are promoted, they shall receive the first step in the salary range for their new position or be placed on a step that represents a minimum salary increase of 5% added to base salary, whichever is greater. However, in no case shall the increase result in a salary greater than the fifth step of the classification to which the employee is promoted.

21. CHANGE IN PAY UPON RECLASSIFICATION

When a position is reallocated to a classification with a higher pay range, and the incumbent employee retains the position, he or she shall receive the first step in the new range, or a salary increase of a minimum of 5% added to base salary, whichever is greater. However, in no case shall the increase result in a salary greater than the fifth step of the new classification to which the employee is reclassified.

22. ELIGIBILITY FOR ADVANCEMENT IN PAY

Amended language to read: Employees shall be advanced from Step A to Step B and from Step B to Step C in accordance with the time in step requirements outlined below. Thereafter, eligibility for advancement to Steps D and E will be based upon overall satisfactory performance evaluations. (Time in step will not change.)

Section 8.04 (Attaining Advancement) and Section 8.05 (Use of Performance Ratings in Determining Whether Step Advancement is Merited) are deleted.

23. HOLIDAYS

Observe Saturday holidays on the Friday preceding the holiday; and make Christmas Eve a full-day holiday and delete the floating 4-hour leave available for Christmas or New Year's Eve.

24. ALTERNATE WORK SCHEDULES

Revise application process for AWS so that only employees applying for new or revised schedules need to submit applications in July.

25. EDUCATIONAL REIMBURSEMENT

Revise procedure for applying for educational reimbursement from this account so that applications are submitted directly to the Human Resources Department.

The fund remains at \$7,500 per fiscal year, but is now subject to annual review at the end of the fiscal year to discuss funding adjustments based upon how much was spent in the prior year.

26. P.E.R.S. RETIREMENT PROGRAM

Actuarial data relating to 2.7@55 formula will be made available to the Union in the fall of 2010. The City agrees to meet as early as April 2011 to begin negotiations for a successor MOU.

27. LEAVE CONVERSION PLAN FOR POST-RETIREMENT BENEFIT (VEBA) - NEW SECTION

Union and City agree to discuss the leave conversion plan for post-retirement benefits not later than April 30, 2008.

28. DEFERRAL OF CERTAIN PAYMENTS DUE ON RETIREMENT – SEC. 7.11

Union and City agree to discuss Section 7.11 within six (6) months of ratification of new MOU.

29. FLEXIBLE SPENDING ACCOUNT – NEW SECTION

This is an existing benefit that is not in the Union's MOU. A new section will be added, on Medical and Dependent Care Spending Account.

30. STATE DISABILITY INSURANCE

This is an existing benefit that is not in the Union's MOU. A new section will be added, on State Disability Insurance.

31. GRIEVANCE PROCEDURE

To increase various time periods specified in Sections 14.02 and 14.05 from “seven (7) working days” to “ten (10) working days.”

32. PERSONNEL FILES

Reduce waiting period from three (3) years to two (2) years before employees can request for removal of disciplinary materials from their files.

33. WORK WEEK

Define work week, for payroll purposes, to accommodate forty (40) hours in a seven-day work period.

34. COMPREHENSIVE LEAVE AMENDMENTS

Sections 11.0, 12.0 and 13.0 on vacation, sick leave, and miscellaneous leaves will be amended for clarification and to conform to current statutory requirements. Changes that are as follows:

- a. 11.01 – Vacation Leave Policy; approved leave without pay; unauthorized leave without pay; and counting leaves towards state or federal leave entitlement;
- b. 11.02 – Vacation Leave Allowance for Full-Time Employees; defines accrual of vacation leave allowance for full-time employees; and not crediting service time to former employees who return after an absence of more than one year or to temporary, provisional or contractual employees appointed to regular appointments; and some language changes.
- c. 11.03 – Vacation Leave Allowance for Part-Time Employees; defines accrual of vacation leave allowance for part-time employees; applies six-month-of-service rule to part-time employees;
- d. 11.04 – Payment for Unused Vacation Leave; new section for provision moved from 11.02 on vacation leave used or owed at the time the employee separates from the City;
- e. 11.05 – Vacation Leave Records; new section for maintenance of leave records through the payroll system;
- f. 12.01 – Sick Leave Policy; provision on medical and dental appointments not to exceed 4 hours moved here from 12.05; family sick leave up to half of annual accrual; counting sick leave toward state or federal entitlement;
- g. 12.02 – Sick Leave Allowance for Full-Time Employees ... at 3.7 hours per payroll period;
- h. 12.03 – Sick Leave Allowance for Part-Time Employees ... proportionate to the hours worked; applies three-month-of-service rule to part-time employees on use of earned sick leave;
- i. 12.04 – Sick Leave Notice and Certification; supervisor can require physician’s certificate for five (5) consecutive days; defines what information should be included in certificate; adds language to allow sick leave usage for treatment of alcoholism or substance addiction;
- j. 12.05 – Sick Leave Records ... shall be maintained through the payroll system; original text of 12.05 moved to become part of 12.01

- k. 12.06 – Payment for Unused Sick Leave; defines hourly rate of pay to include City-paid PERS contribution;
- l. 12.07 – Family and Medical Leave; moved to 13.09
- m. 12.08 – Catastrophic Injuries/Illness Timebank; moved to 13.12
- n. 13.01 – Funeral Leave renamed Bereavement Leave;
- o. 13.02 – Bereavement Leave for Part-Time Employees ... on a pro-rated basis;
- p. 13.03 – Jury Leave; defines instances when employees shall report to work before or after jury duty;
- q. 13.04 – Military Leave; defers to Hayward City Council resolution;
- r. 13.05 – Industrial Disability leave; amended to reflect SEIU language on 12 months of supplementary compensation for every 36-month period;
- s. 13.06 – Leave without Pay; allowable up to 80 hours per calendar year with Department Head approval; no benefits accrue while on approved leave without pay;
- t. 13.07 – Leaves of Absence; makes part-time employees eligible on a pro-rata basis; paid medical and life insurance of up to four months moved to this section; defines when leave of absence can be taken;
- u. 13.08 – Absence Without Leave; new section on notification requirement when going on leave;
- v. 13.09 – Family and Medical Leave / California Family Rights Act; new section on leaves being in compliance with state and federal laws and governed by Admin Rule 2.45;
- w. 13.10 – Pregnancy Disability Leave; new section on leaves being in compliance with state and federal laws and governed by Admin Rule 2.45;
- x. 13.11 – Parental Leave; defines when parental leave may be taken; counts parental leave towards FMLA/CFRA leaves; and
- y. 13.12 – Catastrophic Injury/Illness Time Bank; moved here from 12.08 without changes.

35. OTHER M.O.U. CHANGES and SIDE LETTER AGREEMENTS

- a. Add Geographic Information Systems (GIS) Coordinator to list of classification in Local 21; rename “Computer Operator” classification to “Technology Services Support Technician.”
- b. SURVEY METHODOLOGY – For succeeding contracts, the parties agree to include the following components in the survey: EPMC, health, dental, vision, life insurance, deferred compensation, and LTD.
- c. Side Letter Agreement on retiree medical benefit for employees with less than five years of service to the City on July 1, 2008.
- d. Side Letter Agreement on flexible staffing for Engineer/Assistant Engineer classifications.

- e. Medical and Life Insurance for Employees on Leave of Absence -- City will include information on group life insurance in its COBRA notice to employees on extended unpaid leaves of absence. (Section 7.07 deleted.)
- f. Mutually acceptable non-substantive editorial/typographical changes may be made on the MOU.

36. OTHER AGREEMENTS NOT REFLECTED IN MOU

- a. City will not maintain a call-back list of WPSC employees and WPSC employees will be informed of this;
- b. Add Geographic Information Systems (GIS) Coordinator to Group 4 of salary survey groupings; add Collections Officer classification to Group 2 of salary survey groupings.
- c. City to inform new employees of Local 21 by presenting them with information packet provided by the Union;
- d. Classification reviews and job audits now underway for the following classifications: Collections Officer; Community Programs Specialist; Construction Inspector; Development Review Specialist; Environmental Specialist; Hazardous Materials Investigator; Police ID Specialist; Sr. WPSC Inspector; T.S. Support Technician; and WPSC Inspector.
- e. City will inform Department Heads of changes in the approval process for Educational Reimbursement, as well as on the nature of the Educational Reimbursement fund itself.
- f. City payroll system has been programmed to accept voluntary contributions for the Union's COPE fund to accommodate periodic contributions such as a flat amount deducted from an employee's pay per pay period.

CITY OF HAYWARD
2007-2008 LOCAL 21 NEGOTIATIONS
SUMMARY OF PROVISIONS AND AMENDMENTS

ATTACHMENT 1
GROUPS OF LOCAL 21 CLASSIFICATIONS
(Used in 2007 Salary Survey)

NOTE: This grouping reflects the agreement to include the Collections Officer in the Community Services group and the GIS Coordinator in the Technology Services Group. The benchmark classification for each group is indicated as the underlined classification.

GROUP 1: ENGINEERING AND DEVELOPMENT SERVICES

1. Assistant Civil Engineer
2. Assistant Planner
3. Assistant Transportation Engineer
4. Associate Civil Engineer
5. Associate Planner
6. Associate Transportation Engineer
7. Associate Transportation Planner
8. Engineering Technician
9. Junior Civil Engineer
10. Plan Checking Engineer
11. Real Property Associate
12. Surveyor

GROUP 2: COMMUNITY SERVICES

1. Collections Officer
2. Community Development Specialist
3. Community Programs Specialist
4. Development Review Specialist
5. Economic Development Specialist
6. Family Counselor
7. Sr. Property Rehabilitation Specialist
8. Homeownership Coordinator
9. Housing Development Specialist
10. Housing Rehabilitation Coordinator
11. Paratransit Program Coordinator
12. Property Rehabilitation Specialist
13. Redevelopment Specialist

GROUP 3: INSPECTION AND LABORATORY SERVICES

1. Building Inspector
2. Community Preservation Inspector
3. Construction Inspector
4. Environmental Specialist
5. Hazardous Materials Investigator
6. Housing Inspector
7. Laboratory Technician
8. Plan Checker
9. Police ID Specialist
10. Recycling Specialist
11. Sr. Building Inspector
12. Sr. Community Preservation Insp.
13. Sr. Housing Inspector
14. Sr. Plan Checker
15. Sr. WPC Inspector
16. WPC Inspector

GROUP 4: INFORMATION TECHNOLOGY SERVICES

1. Computer Operator Analyst
2. GIS Coordinator
3. Graphics/Planning Illustrator
4. Network/Microcomputer Specialist
5. Programmer Analyst
6. T. S. Support Technician
7. Web Specialist

GROUP 5: LIBRARY SERVICES

1. Librarian I
2. Librarian II
3. Literacy Program Coordinator

HAYWARD CITY COUNCIL

DRAFT

RESOLUTION NO. 08-

Introduced by Council Member _____

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAYWARD AND THE PROFESSIONAL AND TECHNICAL ENGINEERS, IFPTE - LOCAL 21

BE IT RESOLVED by the City Council of the City of Hayward that the Council does hereby approve that certain Memorandum of Understanding for the period October 1, 2007 through June 30, 2011, between the City of Hayward and the Professional and Technical Engineers, IFPTE - Local 21, a copy of which is on file in the office of the City Clerk.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2008

ADOPTED BY THE FOLLOWING VOTE:

**AYES: COUNCIL MEMBERS:
MAYOR:**

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

**ATTEST: _____
City Clerk of the City of Hayward**

APPROVED AS TO FORM:

City Attorney of the City of Hayward