

RESOLUTION NO. 68-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND,
CALIFORNIA APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE
CITY OF RICHMOND AND IFPTE LOCAL 21 MID-MANAGERS ASSOCIATION**

WHEREAS, the City has negotiated in good faith with IFPTE Local 21 Mid-Managers Association regarding terms of a new Memorandum of Understanding (MOU); and

WHEREAS, the parties reached a Tentative Agreement on terms for a new MOU on May 29, 2020, replacing the current MOU which expired on June 30, 2019; and

WHEREAS, the Tentative Agreement shall not bind the parties until it is ratified by a majority of IFPTE Local 21 Mid-Managers Association and ratified by the City Council; and

WHEREAS, on June 12, 2020, a majority of the membership of IFPTE Local 21 Mid-Managers Association voted to approve the Tentative Agreement; and

WHEREAS, the Tentative Agreement will establish a new MOU, effective July 1, 2019 through June 30, 2021; and

WHEREAS, the adoption of this agreement will support a stable and amicable labor relations environment in the City; and

WHEREAS, there is a positive impact of a short term contract with a financial incentive to employees, which will allow the parties time to negotiate for a longer term MOU when this MOU expires on June 30, 2021;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Richmond authorizes the approval of the parties' May 29, 2020 Tentative Agreement, terms of which are set forth and marked as Exhibit A of this resolution.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held June 30, 2020, by the following vote:

AYES: Councilmembers Choi, Johnson, Martinez, Myrick, Willis,
Vice Mayor Bates, and Mayor Butt.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

TOM BUTT
Mayor

Approved as to form:

RACHEL SOMMOVILLA
Interim City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 68-20**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on June 30, 2020.


Pamela Christian
Pamela Christian, Clerk of the City of Richmond

**City of Richmond and IFPTE Local 21 Mid-Managers Association
2019 Successor MOU Negotiation
Tentative Agreement
(May 29, 2020)**

In consideration of the Coronavirus (COVID-19) pandemic and the economic impacts on Richmond residents, businesses, and employees, as well as the need for stability in the City of Richmond workforce, IFPTE Local 21 and City of Richmond tentatively agree to this LAST, BEST, FINAL package for a successor MOU.

Term:

July 1, 2019 to June 30, 2021.

Salary / Lump Sum Payment:

Base wages for all represented classifications will not be increased during the term of this Agreement.

On April 30, 2020, employees in the SEIU Local 1021 General Employees Bargaining Unit received a one-time, lump-sum payment in the amount of \$1,000.00 per person minus applicable deductions. On April 30, 2020, employees in the Richmond Police Officers' Association bargaining unit, the Richmond Police Management Association bargaining unit and the I.A.F.F. Local 188 bargaining unit received the same, one-time, lump-sum payment in the amount of \$1,000.00 per person minus applicable deductions to comply with "Additional Compensation" provisions in their respective Memoranda of Understanding with the City. No later than June 30, 2020, all employees in the I.F.P.T.E. Local 21 bargaining unit will receive this same, one-time, lump-sum payment in the amount of \$1,000.00 per person minus applicable deductions to provide internal equity with these other four City bargaining units.

Additional Compensation:

Employees will receive additional compensation in the amount equal to any new compensation provided to the employees in the SEIU Local 1021 full-time employees bargaining unit negotiated during the term of this MOU. This provision does not apply to any compensation received by the employees in the SEIU Local 1021 full-time employees bargaining unit that is different than that provided to employees subject to this MOU which existed on the date the City Council adopted this Agreement. This Additional Compensation provision shall automatically expire on June 30, 2021 if there are no Additional Compensation ("Me Too") provisions in effect in any MOU between the City and any other bargaining unit on that date.

Insurance – Medical Plans / Active Employees Monthly Medical Contribution:

IFPTE Local 21 classification employees' monthly contribution to active employee healthcare of \$125 per month **will continue** until such time as SEIU Local 1021 full-time employee members begin making a monthly contribution to active employee healthcare, at which time Local 21 members' monthly contribution to active employee healthcare will match that of SEIU Local 1021 full-time employee members' monthly contribution.

OPEB Retiree Medical Contribution:

Local 21 members' monthly OPEB contributions (past and prospective) shall not be used to offset the cost to the City of retiree medical insurance for any other bargaining unit employees. If at some future date the City's other miscellaneous non-public safety full-time employees begin contributing an equal or greater monthly amount than Local 21-represented employees toward the City's OPEB costs, the City may from that date forward blend Local 21 members' prospective monthly OPEB contributions with the contributions of the City's other employees to be used to offset the cost to the City of retiree medical insurance for all City miscellaneous employees.

Safety Shoes:

Annual reimbursement increased from \$125.00 to \$300.00.

Bilingual Pay:

Positions certified by the Human Resources Department as bilingual in Spanish and other City-approved languages will receive \$200.00 per month bilingual pay.

Tentative Agreements:

The successor MOU will include changes required by all prior tentative agreements concerning specific sections of the MOU signed by the Parties thus far during their 2019 successor MOU negotiation, with the sole exception of the prior tentatively agreed to Re-opener clause which shall be replaced with the following:

MOU Re-opener:

A reopener may be conducted only once during the term of the MOU at the request of Local 21, at any time prior to the expiration of the MOU, to discuss two non-economic matters of Local 21's choosing.

FY 2020-21 Budget Gap Re-opener:

It is understood at the time of this agreement that City of Richmond is working collaboratively with the City's labor partners including IFPTE Local 21 to close a sizeable projected Budget gap for FY 2020-21. In the event the parties are unable to reach a mutually acceptable outcome for closing the projected FY 2020-21 Budget gap by June 16, 2020, Local 21 agrees to immediately re-open negotiations with the City over economic terms of this MOU to discuss possible solutions for the remaining portion of the FY 2020-21 Budget Gap.

Balance of MOU:

All other provisions will carry-over from the prior MOU except as where necessary to remove out-of-date information such as changes to compensation that have already occurred.

Date: 6/3/20

For the City:

Alison Beard
Interim HR Director

For IFPTE Local 21:

N. Kay, President L21
Jim King, Vice President L21

**IFPTE LOCAL 21
2019 MOU Negotiations**

Union Proposal MOU NEW SECTION Presented: 10/3/2019

Union Proposal

NEW SECTION –COMMUNICATIONS SHIFT SUPERVISOR ADMINISTRATIVE LEAVE

NEW SECTION – Communications Shift Supervisors will be granted two (2) administrative leave days each fiscal year beginning July 1. The two (2) days must be used by the end of each fiscal year, June 30, or the employee will forfeit them.

This section will go into event upon adoption by the City Council of a new Memorandum of Understanding (MOU) that expired June 30, 2019.

Date: 2/21/2020

FOR IFPTE LOCAL 21:

Sean Stalbaum
Al Kaur
Jill Perry
an moun
[Signature]
Spencer Skater
Mom

FOR CITY OF RICHMOND:

[Signature]
[Signature]
Ben C. Laurent
Kenneth J
[Signature]
[Signature]

IFPTE LOCAL 21
2019 MOU Negotiations

Union Proposal MOU NEW SECTION Presented: 10/3/2019

Union Proposal

SECTION 217 – NOTICE OF INTENT TO CONTRACT OUT BARGAINING UNIT WORK

217 The City will notify the Union at least ~~thirty (30)~~ **forty-five (45)** days in advance of any action proposed by the City to contract or subcontract work where such work is currently or customarily performed by any of the classifications represented herein. As used herein, the term "action" includes contracting with temporary agencies. Notification shall be accompanied by a list of the affected positions, if any. If the Union wishes to meet with the City over the City's proposed action, the Union will notify the City in writing within ten (10) days of receipt of the City's notice. The Union will forward a copy of its notice to the appropriate Department Head.

Date: 2/21/2020

FOR IFPTE LOCAL 21:

Dean Stallman
N. Karp
Jill Perry
Michelle
[Signature]

Yolanda Smith
[Signature]

FOR CITY OF RICHMOND:

[Signature]
[Signature]
James C. [Signature]
[Signature]

**IFPTE LOCAL 21
2019 MOU Negotiations**

Union Proposal MOU NEW SECTION Presented: 10/3/2019

Union Proposal

NEW SECTION-REASSIGNMENT

A department head shall have the right to reassign any employee from one position to any other position in the same class in his/her department. Factors to be considered when determining respective job assignments for permanent employees will include seniority as well as training, past performance and experience. However, no employee shall be reassigned from one position to another position in the same class in a different department unless both department heads consent and the employee so requests in writing; providing that, in the best interests of the service and upon the recommendation of the Director of Human Resources Management, the City Manager may so reassign an employee whether or not he/she requests it. An employee shall be given at least ten (10) working days advance notice of a reassignment, except in event of an emergency.

If the employee to be reassigned as defined in any of the situations above and the employee so desires, the employee can request mediation between themselves and their supervisor (the person who was responsible for making the decision to reassign the employee) and the Human Resources Director. The mediation must occur within seven (7) days of the employee's request but said request must occur during the ten (10) business day period outlined above and is not intended to be used as a mechanism to extend the ten (10) business days that an employee can be reassigned by.

Reassignment shall not be used to bring about promotion, demotion, advancement, reduction, or for disciplinary reasons without having an opportunity to go through the necessary appeal process, e.g. Skelly meeting and grievance.

Date: 2/21/20

FOR IFPTE LOCAL 21:

Devin Stallbam
nl Kay
Jill Perry
Ava [unclear]
[unclear]
[unclear]
[unclear]

FOR CITY OF RICHMOND:

[unclear]
[unclear]
Brian G. [unclear]
[unclear]

**IFPTE LOCAL 21
2019 MOU Negotiations**

**Side Letter Regarding Special Provisions for Systems Administrator, Network and Systems Specialist I/II and Public Safety Technology Supervisor
(Assigned to the Police Department)**

The following provisions apply solely to employees in the classifications listed below whom are regularly assigned to the Police Department:

The City and Local 21 have agreed that the following special provisions, consecutively numbered 1-8, will apply to the classifications of Systems Administrator, Network and Systems Specialist II, Network Systems Manager and Public Safety Technology Supervisor ~~for a trial period commencing January 1, 2014 and ending June 30, 2014.~~

~~The City and Local 21 have further agreed that the continuation of any or all of these special provisions after June 30, 2014, will be at the sole discretion of the City Manager and that discontinuation of any or all of these special provisions after June 30, 2014 will not be subject to further collective bargaining, and cannot form the basis of a grievance, PERB unfair practice charge, or any other administrative, judicial or quasi-judicial proceeding.~~

Special Provisions applicable to the classifications of Systems Administrator, Network and Systems Specialist I/II and Public Safety Technology Supervisor: ~~for a trial period commencing January 1, 2014 and ending June 30, 2014:~~

Sick Leave

1. As hourly employees, employees in these classifications will charge their sick leave on their time sheets as each hour or portion of an hour is used.

Vacation Leave

2. As hourly employees, employees in these classifications will charge their vacation leave on their time sheets as each hour or portion of an hour is used.

Administrative Leave

3. Due to their hourly status and eligibility for overtime, employees in these classifications will not be eligible for Administrative Leave as described in paragraphs 152 and 153 of the Memorandum of Understanding. ~~However, during the trial period (January 1, 2014 through June 30, 2014), employees in~~

~~these classification will be able to maintain and use any Administrative Leave accruals they currently possess.~~

Overtime

4. Rate of Compensation for Overtime Worked. As hourly employees, employees in these classifications who are required to work, during any one calendar week, in excess of either his/her normally scheduled work day or work week shall be compensated by cash at the rate of one and one-half (1 ½) times the amount of time worked as overtime.
5. Effect of Termination on Overtime. Each employee who resigns or is otherwise terminated shall be entitled to compensation for his/her accumulated overtime of record.
6. All overtime work shall be subject to prior approval of the Chief of Police or his/her designee.

Call Back Time

7. An employee called back to work shall be credited with a minimum amount of three hours' time at the overtime rate. "Call back" generally shall be based upon either a proper request by an authorized person to an employee prior to the time that employee normally would leave home for reporting to duty on that work day, or a proper request to an employee after that employee has completed the normally assigned duty hours of that work day and has left his/her job with the anticipation of being off duty until the next work day. Time which is worked as overtime within the provisions of this section and which exceeds the three hours shall be compensated under the general overtime provisions. Call back time shall not be credited to any employee for time worked during the normal workday for that employee.
8. The Police Department may assign duties to employees called back for an entire three hour period.

Date: 2/21/20

FOR IFPTE LOCAL 21:

Al Kary
Sean Stalbaum
Jill Perry
Walter Herron
[Signature]
Yaela Falt
[Signature]

FOR CITY OF RICHMOND:

[Signature]
[Signature]
Sean A. Account
Kennedy

**IFPTE LOCAL 21
2019 MOU Negotiations**

Union Proposal MOU Article 7 Section 20 Presented: 10/3/2019

Union Proposal

MOU ARTICLE 7 SECTION 20

20 — Employees covered by this agreement who are required as part of their job responsibilities to utilize shorthand, will receive a two percent (2%) salary differential over base pay.

Date: 2/21/20

FOR IFPTE LOCAL 21:

Sean Stalham

N. Kaim

Jill Perry

W. Wagoner

[Signature]

Yulanda Shute

Mass

FOR CITY OF RICHMOND:

[Signature]

[Signature]

Ben A. [Signature]

Kenneth J. [Signature]

**IFPTE LOCAL 21
2019 MOU Negotiations**

Union Proposal MOU NEW SECTION Presented: 10/3/2019

Union Proposal

NEW SECTION - MOU REOPENER

A reopener may be conducted only once during the term of the MOU at the request of Local 21, at any time prior to the expiration of the MOU, to discuss Across the Board (ATB) salary adjustments (increases only), equity pay adjustments (increases only), and two other matters of Local 21's choosing.

Date: 2/21/20

FOR IFPTE LOCAL 21:

Leon Stallman
Al Kaurz
Jill Perry
Ma W. Brown
[Signature]
Yvonne Shetter
Manuel

FOR CITY OF RICHMOND:

[Signature]
[Signature]
Benjamin A. Sweeney
Kenneth J. [Signature]