



# SEIU 1021 members at the City of Berkeley have a tentative agreement!

**After months of negotiating in the midst of a global pandemic, we are thrilled to announce that we've reached a tentative agreement (TA) with management at the City of Berkeley. CSU, Maintenance, and Clerical worked jointly over recent months to accomplish this victory, and the Chapter Presidents and bargaining team members are unanimously recommending a YES vote on this TA.**

## Upcoming TA Information Meetings

Before our TA goes into effect, members of our union must vote to ratify the agreement. We'll be holding video informational meetings via Zoom to explain what is in our TA at the times below, where we'll also be announcing details for the ratification vote. Please read the TA summary below and join us at one of the times listed to ask questions and learn about next steps. Meeting invites will be sent in the coming days.

**Thursday, July 9: 12 - 1 pm, 1 - 2 pm, 7 - 8 pm**

**Term Duration:** Parties agree to a one-year term ending on June 26, 2021.

**Limited Reopener:** If during the fiscal year 2020 -2021 the City reaches agreement with another bargaining unit or extends to unrepresented employees to confer an across the board Cost of Living Adjustment (COLA) increase and/or an additional City contribution towards medical premiums, the City agrees to a limited reopener to meet and confer with SEIU on these increases.

**Additional Language on Layoffs for the Term of the MOU:** The City recognizes the important role that the employee workforce plays in delivering public services; therefore, during the term of this Agreement the City agrees to not layoff any represented career employees. However should the City determine that its expenditures exceed its revenues during the term of this Agreement, the City may notice the Union in writing and the Union shall meet and confer over one-time cost savings and alternatives such as furloughs, union-directed VTO, etc. Nothing in this section requires the City to retain positions (filled or vacant) where state, federal or grant funding has been reduced or eliminated and would require the City to backfill such positions. All other MOU provisions on Layoffs remain unchanged.

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**Additional City Emergency Paid Sick Leave Allocation:** The City shall provide an additional 80 hours of emergency paid sick leave to be used for COVID-19 related reasons as listed in the Emergency Paid Sick Leave Act. Part-time employees receive a prorated number of hours. In order to use this additional City emergency paid sick leave, the employee must first exhaust all hours that they received under the Emergency Paid Sick Leave Act. The City will use a specific pay code for this additional emergency paid sick leave and these additional hours will be available until June 30, 2021. These additional 80 emergency paid sick leave hours shall have no cash value and may not be used towards any CalPERS retirement service credit as outline in section 43.7.5 of the Maintenance and Clerical MOU and 47.8.5 of the Community Services MOU.

**Additional Floating Holidays:** For employees who were required to remain in the workplace from March 17, 2020 - June 1, 2020, the City will provide 8 hours of floating holidays for every 40 hours of regularly scheduled hours worked in the workplace up to a maximum of 32 hours of floating holiday. The City will credit these floating holiday hours in the first full pay period after adoption of the MOU. The following classifications which, due to the nature of the assignment, require backfill, employees will be paid a stipend in the amount of the earned floating holiday hours up to a maximum of 32 hours the first full pay period in August 2020:

Solid Waste Drivers, Solid Waste Workers, Long Haul Drivers, Community Services Officer, Public Safety Dispatchers 1/11, and Supervising Public Safety Dispatchers.

City will use a specific pay code for these additional floating holiday hours will be available until June 30, 2021. These additional 32 hours of floating holiday shall have no cash value and may not be used towards CalPERS retirement service credit as outlined in section 43.7.5 of the Maintenance and Clerical MOU and 47.8.5 of the Community Services MOU.

### For Maintenance and Clerical Members

**Provisional Employee:** No employees shall hold a provisional appointment in the same position for more than 12 months. The City Manager may extend the provisional appointment beyond this 12- month limitation with the mutual agreement of the parties.

### For CSU Members

**Living Wage:** The City agrees to pay each of its direct employees an hourly wage of no less than \$18.33 effective the first full pay period in January 2021. The City agrees to pay each of its direct employees an hourly wage of no less than \$19.33 effective the first full pay period in June 2021. If the Living Wage increases beyond \$19.33, as outlined in the Berkeley Municipal Code effective July 2021, the City shall implement the increases the first full pay period in September 2021 and July 1st of each year thereafter.

*"We are proud of the entire SEIU 1021 team for their work at the bargaining table and of every member of our union working for the City of Berkeley. COVID-19 has introduced new challenges to the negotiation process, but by standing strong in our union, we've been able to secure an agreement that will protect the health, safety, and financial wellbeing of all of our members during these difficult times."*

-Presidents Danny Walker (Maintenance), Jenny Seay (Clerical), and Khin Chin (CSU)