



Office of the City Manager

CONSENT CALENDAR  
March 30, 2021

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: LaTanya Bellow, Director of Human Resources

Subject: Side-Letter Agreement: Additional Emergency Paid Sick Leave and Layoff Protection for Employees in the Public Employee Union, Local 1/AFSCME Council 57

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a side-letter agreement to provide 80 hours of additional Emergency Paid Sick Leave (EPSL) and layoff protection through June 30, 2021 for Employees represented by the Public Employee Union, Local 1/AFSCME Council 57 (“Local 1”).

FISCAL IMPACTS OF RECOMMENDATION

The 80 additional EPSL hours for Local 1 will result in a fiscal impact of approximately \$833,152, if all employees use all 80 hours of additional EPSL prior to June 30, 2021. The cost may be absorbed in the current General Fund.

CURRENT SITUATION AND ITS EFFECTS

The City’s labor contract with Local 1 expired and was fully terminated on June 27, 2020. On March 3, 2020, the Director of Emergency Services declared a local state of emergency and on March 11, 2020, the World Health Organization announced that it was characterizing the outbreak of Coronavirus Disease 2019 (COVID-19) as a pandemic. As of the date hereof, this public health crisis is continuing.

The impact of Health Office Orders and the associated restrictions on business and other activities has had a significant impact on the City and its fiscal condition. Despite this, the City and Local One have a shared interest in offering stability to staff in the form of additional EPSL for use by employees for COVID-19 related reasons and a commitment that the City will not lay off any employees in positions represented by Local 1 during the current fiscal year.

BACKGROUND

The City’s and Local 1 have been in negotiations for a successor contract since May of 2020 and have had 10 bargaining sessions and have begun pre-impasse mediation. The

City has already entered into a successor MOU with both chapters of the Service Employees International Union, Local 1021 (“SEIU”) providing them with 80 hours of additional EPSL and layoff protection for the term of their one year agreement, expiring on June 30, 2021.

Additionally, and pursuant to the Berkeley Municipal Code, under the emergency powers as Director of Emergency Services, Local 1 employees were granted the ability to take additional hours of EPSL, effective 3/7/2021, as providing additional sick leave to essential government employees for COVID-related illness is “reasonably related” to the declared local emergency.

ENVIRONMENTAL SUSTAINABILITY

Not applicable.

RATIONALE FOR RECOMMENDATION

In the interest of promoting harmonious labor relations between the parties and to provide parity with other bargaining units in providing additional EPSL and layoff protection during the COVID-19 pandemic, the City and Local 1 have agreed to enter in to a side-letter agreement and to continue to negotiate the terms of a successor MOU.

ALTERNATIVE ACTIONS CONSIDERED

Not applicable.

CONTACT PERSON

LaTanya Bellow, Human Resources Director, [lbellow@cityofberkeley.info](mailto:lbellow@cityofberkeley.info) or (510) 981-6807.

Attachments:

1: Resolution

Exhibit A: Side-Letter Agreement

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

SIDE-LETTER AGREEMENT TO PROVIDE 80 HOURS OF ADDITIONAL EMERGENCY PAID SICK LEAVE AND LAYOFF PROTECTION FOR EMPLOYEES REPRESENTED BY THE PUBLIC EMPLOYEE UNION, LOCAL 1/AFSCME COUNCIL 57 (“LOCAL 1”)

WHEREAS, Public Employees Union, Local 1/ASCFME Council 57 (“Local 1”) represents a number of classifications at the City of Berkeley (“City”); and

WHEREAS, Local 1 and the City entered into a Memorandum of Understanding dated October 21, 2018 to June 27, 2020 (“MOU”) which set forth the wages, hours and other terms and conditions of employment for Local 1 members; and

WHEREAS, due to the COVID-19 pandemic the parties have a shared interest offering stability to staff in the form of additional Emergency Paid Sick Leave (EPSL) and layoff protection; and

WHEREAS, the City and Local 1 agreed that Local 1 employees will be provided an additional 80 hours of EPSL to be used for COVID-19 related reasons as listed in the EPSL Act. Part-time employees receive a prorated number of hours based on the number of regular hours worked in a pay period. 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 EPSL hours shall have no cash value and may not be used towards any CalPERS retirement service credit as outlined in section 59.7 of the MOU; and

WHEREAS, the City recognizes the important role that the employee workforce plays in delivering public services; therefore, during the term of this agreement effective upon City Council adoption of this agreement through June 30, 2021, the City agrees to not layoff any bargaining unit represented career employees. However, should the City determine that its expenditures exceed its revenues during the term of this contract prior to June 30, 2021, the City may notice Local 1/AFSCME Council 57 in writing and they shall be provided an opportunity to meet and discuss one-time cost savings and alternatives such as furloughs, 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.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Berkeley that the City Manager is authorized to execute a side-letter agreement (Exhibit A) providing 80 hours of EPSL be available to Local 1 employees effective March 7, 2021, and layoff protection for the term of their one year agreement, expiring on June 30, 2021.

Exhibits:

1. Agreed Upon Side Letter

**LETTER OF AGREEMENT BETWEEN THE CITY OF BERKELEY AND LOCAL ONE/AFSCME COUNCIL 57 REGARDING  
IMPLEMENTATION OF BENEFITS MODIFICATIONS RELATED TO COVID-19**

The City of Berkeley, California (the "City") and Local One/AFSCME Council 57 ("Local One" and together with the City, the "Parties") are parties to a memorandum of understanding (the "MOU") that expired on June 30, 2020

On March 11, 2020, the World Health Organization announced that it was characterizing the outbreak of Coronavirus Disease 2019 (COVID-19) as a pandemic. As of the date hereof, this public health crisis is continuing.

The impact of the restrictions on business and other activity on the City's revenues as a result of the "shelter at home" order is unknown at this time. Despite this, the Parties have a shared interest in offering stability to staff in the form of additional sick leave for use by employees for COVID-19 related reasons and a commitment that the City will not lay off any employees in positions represented by Local One during the current fiscal year. In support of this interest, the Parties agree as follows:

- 1) 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 **based on the number of regular hours worked in pay period.** ~~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 outlined in section 59.7 of the MOU.
- 2) The City recognizes the important role that the employee workforce plays in delivering public services; therefore, during the term of this agreement effective upon City Council adoption of this agreement through June 26, 2021, the City agrees to not layoff any bargaining unit represented career employees. However, should the City determine that its expenditures exceed its revenues during the term of this contract prior to June 26, 2021, the City may notice Local 1/AFSCME Council 57 in writing and they shall be provided an opportunity to meet and discuss one-time cost savings and alternatives such as furloughs, 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.
- 3) All other contract terms shall remain unchanged unless otherwise negotiated by the Parties.

**LETTER OF AGREEMENT BETWEEN THE CITY OF BERKELEY AND LOCAL ONE/AFSCME COUNCIL 57 REGARDING  
IMPLEMENTATION OF BENEFITS MODIFICATIONS RELATED TO COVID-19**

These changes shall be effective following ratification by the membership of Local One and adoption by the City Council.

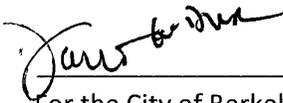
Date: 2/1/2021 Date: 2/1/2021



For the City of Berkeley



Local One/AFSCME Council 57



For the City of Berkeley

3/17/21  
Date

