



AGENDA REPORT

Meeting Date: January 25, 2011
Item Number: C-1
To: Honorable Mayor & City Council
From: Sandra Olivencia-Curtis, Assistant Director of Administrative Services-
Human Resources

Subject:

IMPASSE HEARING REGARDING THE CITY'S PROPOSAL TO THE MUNICIPAL EMPLOYEE ASSOCIATION FOR REVISED COMPENSATION RANGE ASSOCIATED WITH THE CHANGE IN THE JOB DESCRIPTION FOR THE STREET MAINTENANCE WORKER II POSITION IN THE DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION.

Attachments: Impasse Letter

RECOMMENDATION

City Council approval of the revised job description for the Street Maintenance Worker II, a Public Works position, which address the current requirements of the job with a salary adjustment of 5%.

INTRODUCTION

The City's negotiators have not been able to reach an agreement with the Municipal Employees Association (MEA) on the appropriate salary increase in the compensation range for the Street Maintenance Worker II position as a result of added duties and responsibilities associated with certain reorganized functions in the Department.

DISCUSSION

The classification of Traffic Sign and Paint Technician, a higher paid classification, in the Public Works Department was eliminated. The original intent of the deletion of this classification dated back to the Public Works Department audit conducted by Matrix Consulting Group. The Matrix report recommended eliminating the classification and have all of the duties performed by the other street maintenance classifications, the Street Maintenance Worker II. The result of this recommendation promoted a highly cross-trained, and hence versatile, work force in this group. The Street Maintenance Worker II's classification, being in the same division, often performed some of the duties of the Traffic Sign and Paint Technician as well as other duties that were not included in their job description. When these duties were performed, employees received a 10% salary adjustment for the hours they worked while performing work of a higher paid classification. (MEA / Memorandum of Understanding/ Section I. Filling Position out of Classification /FPOC).

The Matrix report predated the budget cuts of the last two years. In the last two years, the Department first eliminated one of the Traffic Sign and Paint Technician positions and then two more of these positions were eliminated in FY 2009-2010 and 2010-2011, respectively to meet departmental budget reduction targets. As of the current fiscal year, there are no longer any Traffic Sign and Paint positions in the Public Works budget.

As part of the Department's reorganization, the Street Maintenance Worker II job description was then updated to include some of the duties of the eliminated Traffic Sign and Paint Technician job description as well as other duties that had become the responsibility of the Street Maintenance Worker II. A salary adjustment of 5% was proposed for the added duties and responsibilities.

Per the MEA Memorandum of Understanding, new and updated job descriptions are required to be sent to MEA 12 calendars days in advance of the new job description becoming effective. The Association, within the 12 day period, has the right to request to meet and confer over the title of the classification (if it is changing or is new) as well as the compensation, hours and other terms and conditions of employment (Job Descriptions /Section 21). MEA requested to meet and confer. The City Negotiators and MEA could not reach agreement on the proposed 5% salary adjustment; since, MEA requested a salary adjustment of 10% for the added duties and responsibilities.

Consistent with the Employer/Employee Relations Resolution, after the City was unsuccessful in reaching an agreement with the MEA, the City declared impasse. This was followed by an impasse meeting with Assistant City Manager, Mahdi Aluzri (as the Employee Relations Officer) in November. The meeting did not cause the parties to re-consider their positions or reach an agreement. After hearing from both sides and having not resolved the impasse, Assistant City Manager, Mahdi Aluzri responded in writing that the matter had not been resolved through Article IV, Section 1. MEA was then offered the opportunity to

use the process in Article IV, Section 2, (a public hearing with the City Council). The City Council, after holding a public hearing, shall take such action regarding the impasse as it, in its discretion, deems appropriate in the public interest. Any legislative action by the City Council on the impasse shall be final and binding.

FISCAL IMPACT

The budget for FY 2010-11 assumes savings from the elimination of two Traffic, Sign and Paint Technician classification of \$132,130 (salary and benefits). In addition, the added duties that required special pay (10% for performing duties of a higher classification/FPOC) will no longer be necessary and an estimated ~~total~~ FPOC savings of \$28,526. A combined total savings of \$160,656 for the FY 2010-11. The estimated annual cost to the City of the 5% increase, due to the added duties in the job description, is \$12,973.93 for six Street Maintenance Worker II's.



Approved By



Finance Approval

Attachment 1



Mahdi Aluzri, Assistant City Manager
Policy and Management

December 8, 2010

Robert Wexler
Silver, Hadden, Silver, Wexler & Levine
1428 Second Street
Santa Monica, CA 90401

Peter Brown
Liebert Cassidy Whitmore
6033 W. Century Boulevard, Suite 500
Los Angeles, CA 90045

Re: *November 17, 2010 Meeting*
Impasse Re Street Maintenance Worker II

Dear Mr. Wexler and Mr. Brown

On November 17, 2010, per Article IV "Impasse Procedures" of the Employer/Employee Relations Resolution (EER) of the City of Beverly Hills (Resolution No. 83-R-6687) the City and the Association agreed to conduct a telephonic meeting with me to set forth both the City and the Association's positions' regarding their impasse on the subject of the Street Maintenance Worker II job description and appropriate compensation for the classification. The City Manager, as the Employee Relations Officer, has the authority to delegate a duly authorized representative to preside over such meeting. In this particular case, the City Manager chose me as his duly authorized representative.

As I read the Impasse Procedures of the EER, my responsibility was to identify the issues, review both sides' positions and to see if the impasse or the disputes causing the impasse could be resolved. I carefully listened to both of your presentations and I understand your differences. Although it is not my role to issue a decision, below are thoughts about these issues.

Given that the Association agrees to the changes to the job description, the only substantive issue which was discussed by the parties was the appropriate compensation for the position given the newly added duties, including the sign and paint technician duties and concrete

finishing. The Association's position, that these duties merit an increase is valid and the City recognized that by offering an increase. However, the Association believes that the increase should be at a level which would pay the Street Maintenance Worker II very close to what a Sign and Paint Technician was earning and what a Street Maintenance Worker III currently earns. I do not necessarily agree with that assessment.

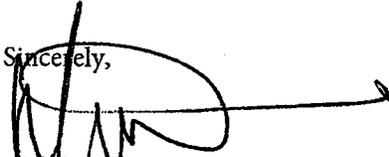
The position asserted by the City was that the majority of the duties will remain as currently performed by the Street Maintenance Worker II's. The classification will indeed be responsible for the additional duties, as agreed to by the parties, can be assigned to the existing Street Maintenance Worker II's, however, the additional duties do not make these employees Sign and Paint Technicians or Street Maintenance Worker III's. Rather, these employees will remain as Street Maintenance Worker II's with additional responsibilities which will take up some of their time. A Street Maintenance Worker II primary work responsibilities will still remain as previously performed and paid at the level to which the parties have previously agreed to.

The parties' MOU states that the parties will negotiate over those items related to changes to a job description which are within the scope of bargaining. Certainly, compensation is one of those items. The City has a need to make changes to job descriptions throughout the MOU and to bring those changes to the Association for resolution. I find persuasive, the position asserted by the City, that a 5% increase is warranted with these particular changes.

I recognize that the Association has the right to assert what it believes to be the appropriate compensation for the positions in its bargaining unit when the City proposes to add responsibilities to the job descriptions of its bargaining unit. Under the circumstances of this particular classification, I believe the offer of a 5% increase to be appropriate. If indeed the marketplace demands a greater increase, I understand from the MOU that the parties will be negotiating a salary survey which will compare the duties of the Street Maintenance Worker II position to comparable positions in the cities chosen by the Association. Thus, I assume that if the City's offer of 5% does not satisfy the marketplace comparison, the marketplace or the internal relationship within the unit will determine the appropriate placement on the salary schedule.

The impasse meeting has not resolved the impasse. Please let me know if you wish to pursue this matter further.

Sincerely,



Mandi Alzri
Assistant City Manager
City of Beverly Hills

cc: Jeff Kolin
Sandra Olivencia-Curtis