



Meeting Date: 05/13/08

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Gary L. Gillig, City Attorney *GG* Agenda Item No. I-10

Reviewed By: City Manager *geb* City Attorney *GG* Finance *del* - Other (Specify) _____

DATE: May 5, 2008

TO: City Council

FROM: Lino Corona, Acting Human Resources Director
Human Resources Department

SUBJECT: Recognition of Service Employees International Union (SEIU) Local 721;
Agreement with SEIU Local 721 Establishing Conditions of Recognition

RECOMMENDATION

That City Council:

1. Recognize Service Employees International Union (SEIU) Local 721 as the exclusive employee organization for employees occupying classifications in the Professional, Technical and Administrative Support Unit for matters concerning wages, hours and terms and conditions of employment.
2. Approve and authorize the City Manager to execute an agreement between the City and SEIU Local 721 (A-7050) establishing conditions of recognition.

DISCUSSION

On November 7, 1979, the City Council formally recognized the Public Employees Association of Ventura County (PEAVC) as the exclusive employee organization representing employees occupying classifications in various so called "Blue Collar and White Collar" units as designated in the Oxnard City Code. On December 23, 1986, the City Council acknowledged that PEAVC was the exclusive employee organization representing employees occupying classifications in the Professional, Technical and Administrative Support Unit (Unit).

On October 17, 1989, City Council approved a Memorandum of Understanding (MOU) between the City and PEAVC and SEIU AFL-CIO CLC Local 998. Thereafter, the City Council subsequently approved several MOUs with SEIU Local 998, including an MOU approved December 4, 2007. By these past actions, City Council formally recognized SEIU Local 998, CLC as the exclusive employee organization representing employees in the Unit.

During 2006 SEIU announced an intent to consolidate more than twenty California local employee organizations into four newly chartered regional local employee organizations. These four are Local 1021 in northern California, Local 521 in the central northern area of the state, Local 221 in the southern region and Local 721 in the central southern part of the state.

SEIU Local 998 is one of those employee organizations which would be consolidated into the new Local 721. Local 721 would be formed from the merger of seven local employee organizations, hence the name "721" representing "seven into one." The seven locals comprising Local 721 will be from seven counties (San Luis Obispo, Santa Barbara, Ventura, Los Angeles, Orange, San Bernardino and Riverside).

The new consolidated employee organization would have a membership of 85,000 public service employees. Local 1021 apparently will be headquartered in the San Francisco Bay area. Local 521 will have offices stretching from San Jose and Redwood City in the north to Bakersfield in the south. Local 221 will be headquartered in the San Diego area. Local 721 will have its headquarters in Los Angeles.

SEIU apparently intends that this consolidation will provide additional economic strength to achieve its goals. The name given to this reorganization is "Unite to Win."

SEIU states that it conducted a hearing officer process and that, in the summer of 2006, SEIU facilitated town hall type meetings around the state to discuss the hearing officer's report on the reorganization and the Unite to Win effort. SEIU indicates that a vote occurred of all members whose local employee organizations were subject to this change and whose members were in good standing.

Representatives of Local 721 have requested that Oxnard voluntarily recognize Local 721 as a replacement for Local 998. Without voluntary recognition by Oxnard, SEIU would have to petition the Public Employee Relations Board (PERB) for recognition of Local 721. That process involves payment of attorneys' fees and costs and consumes several months. To date, PERB has granted all of SEIU's petitions for recognition.

To protect the City's interests and as a condition for voluntary recognition, staff requested that Local 721 representatives execute the agreement on tonight's agenda. Given that Local 721 representatives have executed the agreement, City staff recommends that City Council formally recognize SEIU Local 721 as the exclusive employee organization for the employees occupying classifications in the Unit.

FINANCIAL IMPACT

There is no financial impact associated with this City Council action.

GLG:ld

Attachment #1 - Agreement with SEIU Local 721

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**AGREEMENT BETWEEN THE CITY OF OXNARD AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

This Agreement is made by and between the City of Oxnard ("City") and Service Employees International Union, Local 721 ("Local 721") on the 3rd day of May, 2008.

Whereas, the City has previously certified SEIU Local 998 as the exclusive recognized employee organization for employees working in classifications in the City's Professional, Technical and Administrative Support Unit; and

Whereas, SEIU represents that, in June 2006, the International Executive Board of SEIU decided to charter four new public sector local employee organizations, and proposed that existing public sector local employee organizations be merged into the new locals, based upon geographical relationships; and

Whereas, SEIU represents that, on January 2, 2007, SEIU President issued charters to the newly established local employee organizations, including Local 721, and directed that Local 998 be consolidated into Local 721; and

Whereas, the City Manager has been notified that Local 721 was assuming the duties and responsibilities of Local 998 and that Local 998 had transferred representation of employees in the City's Professional, Technical and Administrative Support Unit to Local 721; and

Whereas, the City's employee-employer relations ordinance does not provide for amendment of certification because of merger, amalgamation, affiliation or transfer of jurisdiction, and the City Manager concludes that Local 721 and Local 998 should petition the Public Employee Relations Board (PERB) under PERB regulations 61300 and following to amend the Local 998 certification to Local 721; and

Whereas, SEIU has informed the City Manager that SEIU does not believe the PERB petition process is necessary; that SEIU would review SEIU's legal obligations with regards to the City Manager's request; and that all dues payable should be sent to Local 998 until the matter was decided; and

Whereas, SEIU represents that there is a substantial continuity of representation between Local 998 and Local 721 because, under the SEIU reorganization plan, Local 721 has assumed all of the rights and obligations pursuant to the memorandum of understanding between Local 998 and the City, and will maintain the current representational structure, stewards, and paid professional representatives; and

Whereas, employees previously represented by Local 998 will forthwith be represented by Local 721, will be granted full membership in Local 721, and will continue their prior membership status without the need of any initiation fee or preliminary requirements; and

Whereas, SEIU represents that Local 998's members have received full due process rights as to the reorganization and that Local 721 has preserved substantial continuity of representation with Local 998; and

Whereas, the City's interests are: a) ensuring that its employees receive all rights due them under the law; and b) fully complying with its responsibilities under the Meyers-Milias-Brown Act (Gov. Code §§ 3500 and *et seq.*)

NOW THEREFORE, CITY AND LOCAL 721 AGREE AS FOLLOWS:

1. All of the recitals set forth above are material provisions of this Agreement and incorporated in full herein by this reference.
2. Local 721 hereby agrees to defend, indemnify and hold the City and its officers and employees harmless from any unfair practice charge, claim, loss, legal action, liability or cause of action or administrative proceeding, liability, damages, costs, expenses, actual attorneys' fees, consultant fees, expert fees, losses or liability, in law or in equity, suit, or judgment of any nature whatsoever (hereafter "claim") arising out of the City's recognition of Local 721 as the successor exclusive employee organization to Local 998 with respect to public sector employees, as described in this Agreement. Local 721's indemnity and liability obligation is more fully set forth as follows:
 - A. Local 721 shall defend, indemnify and hold the City and its City Council members, officers, agents, attorneys, and employees harmless from any claim, arising out of the operation of the City's amendment of the Local 998 certification of exclusive employee organization to Local 721. Upon commencement of any such claim, Local 721 shall have the right to decide and determine whether any claim made or brought against the City or City affiliated persons identified above shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of Local 721 shall not diminish Local 721's defense and indemnification obligations under this Agreement.
 - B. The City, immediately upon receipt of notice of such claim against it or any of its City affiliated persons, shall inform Local 721 of such claim, provide Local 721 with all information, documents, and assistance necessary for Local 721's defense or settlement of such claim and fully cooperate with Local 721 in providing all necessary employee witnesses and assistance. Local 721 shall pay for the cost of any such assistance or legal defense.
 - C. Local 721, upon its compromise or settlement of such claim shall timely and directly pay the parties to such claim all such sums due under such settlement or compromise, without any contribution from the City. Local 721, upon final order and judgment of a court of competent jurisdiction awarding damages or costs, shall pay all sums owing under such order and judgment, without any contribution from the City.

3. In exchange for its promises under this Agreement to defend and indemnify the City, the City Manager agrees to the request of Local 721 to be recognized as the successor to Local 998 with respect to the employees presently represented by Local 998, effective as of the date this Agreement is fully executed.
4. This Agreement constitutes a single integrated agreement expressing the entire agreement of the parties hereto. This Agreement shall supersede, and render null and void, any and all prior agreements between the parties hereto, concerning the subject matter thereof.
5. The Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based upon attribution of drafting to any party.
6. This Agreement may be executed in counterparts. All executed copies are duplicate originals and are equally admissible in evidence in any proceedings to enforce this Agreement or to defend against any other proceedings related to the terms of this Agreement.
7. The undersigned represent, warrant, and affirm that each has authority to bind its principals to this Agreement.
8. This Agreement will remain in full force and effect for the duration of the applicable statutes of limitation, and for the full period of time allowed by law, whichever is longer.

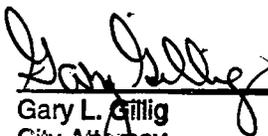
SEIU, LOCAL 721

CITY OF OXNARD


Anelle Grajeda
President, SEIU Local 721

Edmund F. Sotelo
City Manager

APPROVED AS TO FORM:

 05-01-08

Gary L. Gillig
City Attorney

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ATTACHMENT NO. 1
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