

# Memorandum

**TO:** HONORABLE MAYOR  
AND CITY COUNCIL

**FROM:** Jennifer Schembri

**SUBJECT:** SEE BELOW

**DATE:** January 21, 2020

Approved

Date

1-22-20

**SUBJECT: TERMS OF SIDE LETTER AGREEMENTS BETWEEN THE CITY OF SAN JOSE AND THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF) AND CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE, LOCAL 21 (CAMP)**

## RECOMMENDATION

Adopt a resolution to:

A. Approve the terms of a Side Letter Agreement with the Municipal Employees' Federation, AFSCME, Local 101 (MEF) to provide the following:

1. Provide employees in the Public Safety Communications Specialist (FT/PT) classification with an approximate 6.0% base pay increase effective the beginning of the pay period after City Council approval;
2. Provide employees in the Public Safety Radio Dispatcher Trainee classification with an approximate 6.0% base pay increase effective the beginning of the pay period after City Council approval;
3. Provide employees in the Public Safety Radio Dispatcher (FT/PT) classification with an approximate 6.0% base pay increase effective the beginning of the pay period after City Council approval;
4. Provide employees in the Senior Public Safety Dispatcher classification with an approximate 6.0% base pay increase effective the beginning of the pay period after City Council approval; and
5. Provide employees in the Supervising Public Safety Dispatcher classification with an approximate 6.0% base pay increase effective the beginning of the pay period after City Council approval.

B. Approve the terms of a Side Letter Agreement with the Municipal Employees' Federation, AFSCME, Local 101 (MEF) to provide the following:

1. Create a Hiring Incentive Pilot Program for the Public Safety Communication Specialist FT (8515) and Public Safety Radio Dispatcher FT (8514) classifications, effective the

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- beginning of the pay period after City Council approval which will expire on or before June 30, 2021; and
2. Create an MEF Referral Bonus Pilot Program, effective the beginning of the pay period after City Council approval which will expire on or before June 30, 2021.
- C. Approve the terms of a Side Letter Agreement with the City Association of Management Personnel, IFPTE, Local 21 (CAMP) to provide the following:
1. Provide employees in the Assistant Communications Manager classification with an approximate 2.5% base pay increase effective the beginning of the pay period after City Council approval.

### **OUTCOME**

Adoption of the resolution will approve Side Letter Agreements between the City and MEF and the City and CAMP, to allow for a pensionable base pay increase for the Public Safety Communications Specialist FT/PT (8515/8535), Public Safety Radio Dispatcher Trainee (8532), Public Safety Radio Dispatcher FT/PT (8514/8534), Senior Public Safety Dispatcher FT/PT (8513/8533), Supervising Public Safety Dispatcher (8512) and Assistant Communications Manager (8522) classifications as provided in the table below:

<b>Classification</b>	<b>Pensionable Increase</b>
Public Safety Communications Specialist FT/PT (8515/8535) (MEF)	6.0%
Public Safety Radio Dispatcher Trainee (8532) (MEF)	6.0%
Public Safety Radio Dispatcher FT/PT (8514/8534) (MEF)	6.0%
Senior Public Safety Dispatcher FT/PT (8513/8533) (MEF)	6.0%
Supervising Public Safety Dispatcher (8512) (MEF)	6.0%
Assistant Communications Manager (8522) (CAMP)	2.5%

Further, the City of San Jose's Pay Plan will be amended to change the salary ranges for the classifications noted above to reflect these changes.

Adoption of this resolution will also approve a Side Letter Agreement between the City and MEF, to create a Hiring Incentive Pilot Program, and a MEF Referral Bonus Pilot Program as described, below.

## **BACKGROUND**

Classifications in the Public Safety Dispatcher class series are responsible for various tasks, including, but not limited to, handling the full range of telephone answering and dispatch functions and under general supervision, performing work of moderate difficulty in dispatching Police, Fire, and emergency medical personnel and equipment, and performing related work as required.

Due to the high vacancy rates, the training requirements, and the length of the recruitment process for employees in the Public Safety Dispatcher class series, there has been a need to maintain staffing levels while new staff are hired and trained. As such, the City has made several efforts to improve the recruitment and retention of employees in the Public Safety Dispatcher class series in recent years:

- On March 25, 2014, the City Council approved a Side Letter Agreement to allow for the implementation of a Pilot Program regarding the calculation of overtime for classifications in the Public Safety Dispatcher class series, roll the Holiday-In-Lieu premium pay of approximately six and one-half percent (6.5%) of regular salary into base pay, and provide employees in the classifications in the Public Safety Dispatcher class series with an approximately three percent (3%) special base pay increase.
- On December 1, 2015, the City Council approved a Side Letter Agreement, to authorize a one-time, non-pensionable lump sum retention bonus to employees in classifications in the Public Safety Radio Dispatcher class series of approximately three percent (3%) of the employee's base pay as of June 21, 2015. Additionally, the City Council approved an Agreement to allow employees in classifications in the Public Safety Radio Dispatcher class series to be compensated for overtime or compensatory time at 2.0 times the hourly rate for all hours worked past twelve (12) hours in a single shift for a period of twenty-six (26) consecutive pay periods. This Agreement was extended in 2016 and 2017, and was incorporated into the Memorandum of Agreement (MOA) between the City and MEF during contract negotiations in 2018.

The above Agreements assisted in ensuring the reliable operations of the Communications Division of the Police and Fire Departments at that time. Additionally, the overtime provision described above provided an incentive to employees in the Public Safety Radio Dispatcher classifications who have been experiencing recruitment and retention issues, and are often required to work mandatory overtime shifts due to the workload demands and the twenty-four hour operations of the Police and Fire Departments, to continue their service while new hires are provided with the necessary training to bolster Communications staffing.

While the City did experience a decrease in the vacancy rates of the Public Safety Radio Dispatcher class series in 2016 and 2017, the vacancy rate for the Public Safety Radio Dispatcher classification has again risen to approximately 21% as of January 2020, which has resulted in a significant workload for current staff. As noted above, in addition to the existing vacancies in the Public

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Safety Radio Dispatcher class series, a contributing factor in the retention of employees in the Public Safety Radio Dispatcher classification is the amount of mandatory overtime shifts that are required. The average incumbent in the Public Safety Radio Dispatcher classification worked approximately 304 hours of mandatory overtime hours in payroll calendar year 2019. As of the date of this memorandum, there are currently sixteen (16) employees at varying stages of the Public Safety Radio Dispatcher training process, but who are not yet able to work independently.

As part of a multi-pronged approach to address the retention and recruitment issues noted above, the Police Department has significantly increased their recruiting efforts for the Public Safety Radio Dispatcher class series by advertising the positions on various websites, promoting the positions at community events, colleges, junior colleges, high schools, via various social media, marketing, and advertising outlets, and by offering workshop development. In an effort to improve the retention of employees in the Communication Division, the Police Department is also working on implementing a number of the recommendations that resulted from the audit report that City Auditor released in February 2019, *Audit of 9-1-1 and 3-1-1: Changes to Call Handling and Increased Hiring Efforts Could Improve Call Answering Times*. Further, the Police Department is continuing to look for non-monetary ways to recruit and retain Communications staff.

The increases noted in the Side Letter Agreements are intended to assist with efforts to address concerns related to the recruitment and retention of specific classifications in the Public Safety Dispatcher series, and to make changes needed to address compaction issues. The increases to the Public Safety Dispatcher classification are also intended to further incentivize employees in the Public Safety Communication Specialist classification to apply for available Public Safety Radio Dispatcher positions, to assist with hiring efforts for that classification, as the Public Safety Radio Dispatcher classification has historically experienced the highest vacancy rate in the class series and has historically experienced hiring challenges.

## **ANALYSIS**

The following is a summary of the key provisions contained in the Side Letter Agreements:

**Base Pay Increase** Effective the first pay period after the agreements have been signed by all parties and have been approved by the City Council, employees in the classifications listed above shall receive a pensionable base pay increase in the amounts specified above. This will result in an increase to the top and bottom of the salary range in the Pay Plan for the Public Safety Communications Specialist FT/PT (8515/8535), Public Safety Radio Dispatcher Trainee (8532), Public Safety Radio Dispatcher FT/PT (8514/8534), Senior Public Safety Dispatcher FT/PT (8513/8533), Supervising Public Safety Dispatcher (8512) and Assistant Communications Manager (8522) classifications.

**Hiring Incentive Pilot Program**

Employees hired on or after the first full pay period after this agreement has been signed by all parties below and approved by City Council shall be eligible to receive a hiring incentive through the program outlined below. The Hiring Incentive shall be paid based on the classification that the new employee is initially hired into.

<b>Public Safety Communications Specialist FT</b>	
<b>Timing</b>	<b>Hiring Incentive</b>
Upon Hire	\$1,500.00
Passing Probation as a Public Safety Communications Specialist	\$1,500.00
<b>Total</b>	<b>\$3,000.00</b>

<b>Public Safety Radio Dispatcher FT</b>	
<b>Timing</b>	<b>Hiring Incentive</b>
Upon entering the Public Safety Radio Dispatcher Trainee classification	\$2,000.00
Upon entering the Public Safety Radio Dispatcher classification	\$2,000.00
Upon passing probation as a Public Safety Radio Dispatcher	\$2,000.00
<b>Total</b>	<b>\$6,000.00</b>

The payment of the one-time, non-pensionable lump sum hiring incentive to new full-time Public Safety Communications Specialist and new full-time Public Safety Radio Dispatcher hires is contingent on the employee being continuously employed in the full-time Public Safety Communications Specialist and full-time Public Safety Radio Dispatcher classifications through their one (1) year anniversary of passing probation.

If an employee receives any portion or all of the one-time, non-pensionable lump sum hiring incentive, and separates from City employment or accepts another position within the City that is not within the Dispatcher class series prior to their one (1) year anniversary of passing probation in the above classifications, the employee forfeits the one-time, non-pensionable lump sum hiring incentive and, to the extent permitted by law, will be required to reimburse the City for the entire amount of the hiring incentive they have received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such

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**Hiring Incentive  
Pilot Program  
(Cont'd)**

agreement, the City shall deduct the hiring incentive amount from the employee's sick leave payout, if applicable, and the employee's vacation leave payout. If the employee's leave amounts are not adequate to cover the entire amount of the hiring incentive, the City shall pursue reimbursement of the bonus through any other lawful means, including the collection process.

This pilot program shall become effective on the first full pay period after this agreement has been signed by all parties below and approved by the City Council and will expire on June 30, 2021. The City retains the ability to end the Hiring Incentive Pilot Program at its sole discretion prior to June 30, 2021.

**MEF Referral  
Bonus Pilot  
Program**

Employees in classifications that are represented by MEF shall be eligible for a referral bonus under the MEF Referral Bonus Pilot Program. Employees must be currently employed in an MEF-represented position at the time of payment to receive the Referral Bonus.

Effective the first full pay period after this agreement has been signed by all parties below and approved by City Council, current MEF-represented employees will receive a one-time, non-pensionable lump sum Referral Bonus of \$3,750 for referring a new full-time Public Safety Communication Specialist (8515) hire, or \$7,500 for referring a new full-time Public Safety Radio Dispatcher (8514) hire. The MEF Referral Bonus shall be paid once the new employee passes probation in the above classifications.

An individual who is newly hired shall be allowed to disclose a maximum of one (1) referral. The applicant must provide the referrer's name on his or her application prior to submitting the application for consideration and certify that the referrer referred and/or assisted in recruiting them, and that the applicant will not receive any portion of the MEF Referral Bonus provided to them.

Employees involved in the recruiting and/or hiring of new full-time Public Safety Communication Specialists or full-time Public Safety Radio Dispatchers are not eligible to receive the MEF Referral Bonus.

The MEF Referral Bonus shall be in lieu of the existing Citywide referral bonus of \$500 per referral. Further, the City and MEF agree that this will suspend the current referral program in place whereby employees are

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**MEF Referral Bonus Pilot Program (Cont'd)** awarded up to 40 hours of compensatory time for referring new hires and up to 60 hours for lateral or direct entry hires, until the expiration of this agreement.

This pilot program shall become effective on the first full pay period after this agreement has been signed by all parties below and approved by the City Council and will expire on June 30, 2021. The City retains the ability to end the MEF Referral Bonus Pilot Program at its sole discretion prior to June 30, 2021.

### **CONCLUSION**

Due to the recruitment and retention issues that the Public Safety Dispatcher series has experienced in recent years, it is recommended that the City Council adopt the Administration's recommendation outlined in this memorandum which would provide a pensionable base pay increase to the Public Safety Communications Specialist FT/PT (8515/8535), Public Safety Radio Dispatcher Trainee (8532), Public Safety Radio Dispatcher FT/PT (8514/8534), Senior Public Safety Dispatcher FT/PT (8513/8533), Supervising Public Safety Dispatcher (8512) and Assistant Communications Manager (8522) classifications, as indicated above.

It is further recommended that the City Council adopt the Administration's recommendation outlined in this memorandum which would create a Hiring Bonus Pilot Program for new hires into the Public Safety Communications Specialist FT (8515) and Public Safety Radio Dispatcher FT (8514) classifications, and a MEF Referral Bonus Pilot Program, as indicated above.

### **EVALUATION AND FOLLOW-UP**

No further follow-up with the City Council related to this action is anticipated at this time.

### **CLIMATE SMART SAN JOSE**

The recommendation in this memo has no effect on Climate Smart San José energy, water, or mobility goals.

### **COORDINATION**

This memorandum was coordinated with the City Manager's Budget Office, and the City Attorney's Office.

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### **COMMISSION RECOMMENDATION/INPUT**

No commission recommendation or input is associated with this action.

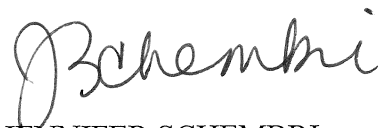
### **COST SUMMARY/IMPLICATIONS**

The additional ongoing costs pertaining to the base pay increase for the Public Safety Communications Specialist FT/PT (8515/8535), Public Safety Radio Dispatcher Trainee (8532), Public Safety Radio Dispatcher FT/PT (8514/8534), Senior Public Safety Dispatcher FT/PT (8513/8533), Supervising Public Safety Dispatcher (8512), and Assistant Communications Manager (8522) classifications is approximately \$1.94 million which is funded by the General Fund. With City Council approval of the recommended actions, these increased costs will be factored into the development of the 2020-2021 Base Budget. Given the current level of vacancies, the increased costs for the remainder of 2019-2020 are anticipated to be absorbed within existing budgets in the Police Department and Fire Department. As necessary, the Administration will bring forward any increases to existing appropriations in 2019-2020 as part of a future budget process.

The maximum one-time costs pertaining to the Hiring Incentive Pilot Program and the MEF Referral Bonus Pilot Program is approximately \$264,000, which is funded by the General Fund. As this cost will be spread over both the current year and next fiscal year, and that the actual costs could be lower depending on the pace of hiring and number of referrals, these costs are also anticipated to be absorbed within existing budgets in the Police Department and Fire Department.

### **CEQA**

Not a Project, File No. PP17 008, General Procedure & Policy Making resulting in no changes to the physical environment.



JENNIFER SCHEMBRI  
Director of Employee Relations  
Director of Human Resources

For questions please contact Jennifer Schembri, Director of Employee Relations and Director of Human Resources, at (408) 535-8150.

Attachments



**SIDE LETTER AGREEMENT**

BETWEEN

THE CITY OF SAN JOSE

AND

THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP)

**BASE PAY INCREASE  
ASSISTANT COMMUNICATIONS MANAGER (8522)**

Effective the first pay period after this Agreement is signed by all parties below and approved by City Council, the top and bottom of the salary range of employees in the Assistant Communications Manager classification represented by CAMP will be increased by approximately 2.5%.

This Side Letter Agreement shall become effective on the first pay period after this Agreement has been signed by all parties below and approved by the City Council.

For Employer:  
City of San Jose

For Union:  
CAMP



10/8/19

Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

Date



10/7/2019

Matt Mason  
Business Representative, CAMP

Date

**SIDE LETTER AGREEMENT**

BETWEEN

THE CITY OF SAN JOSE

AND

THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)

**BASE PAY INCREASE  
PUBLIC SAFETY COMMUNICATIONS SPECIALIST FT/PT  
PUBLIC SAFETY RADIO DISPATCHER TRAINEE  
PUBLIC SAFETY RADIO DISPATCHER FT/PT  
SENIOR PUBLIC SAFETY DISPATCHER  
SUPERVISING PUBLIC SAFETY DISPATCHER**

Effective the first full pay period after this agreement is signed by all parties below and approved by City Council, employees in the classifications listed below shall receive the following special pensionable base pay increase:

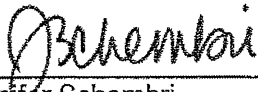
Classification	Pensionable Increase
Public Safety Communications Specialist FT/PT (8515/8535)	6.0%
Public Safety Radio Dispatcher Trainee (8532)	6.0%
Public Safety Radio Dispatcher FT/PT (8514/8534)	6.0%
Senior Public Safety Dispatcher FT/PT (8513/8533)	6.0%
Supervising Public Safety Dispatcher (8512)	6.0%


This will result in an increase to the top and bottom of the salary range of employees in the classifications noted above.

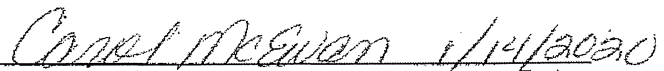
This side letter agreement shall become effective on the first full pay period after this agreement has been signed by all parties below and approved by the City Council.

For Employer:  
City of San Jose

For Union:  
MEF

  
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Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources  
1/15/2020  
Date

  
\_\_\_\_\_  
Steven Solorio  
President, MEF  
1/15/2020  
Date

  
\_\_\_\_\_  
Carol McEwan  
Business Agent, AFSCME, Local 101  
1/14/2020  
Date

**SIDE LETTER AGREEMENT**

BETWEEN

THE CITY OF SAN JOSE

AND

THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)

**HIRING INCENTIVE AND REFERRAL BONUS PILOT PROGRAMS**

The City and MEF agree to implement the following Hiring Incentive and Referral Bonus Pilot Programs:

- (a) **Hiring Incentive Pilot Program** – Employees hired on or after the first full pay period after this agreement has been signed by all parties below and approved by City Council shall be eligible to receive a hiring incentive through the program outlined below. The Hiring Incentive shall be paid based on the classification that the new employee is initially hired into.

The lump sum non-pensionable Hiring Incentive will be paid as follows:

<b>Public Safety Communications Specialist FT</b>	
<b>Timing</b>	<b>Hiring Incentive</b>
Upon Hire	\$1,500.00
Passing Probation as a Public Safety Communications Specialist	\$1,500.00
<b>Total</b>	<b>\$3,000.00</b>

<b>Public Safety Radio Dispatcher FT</b>	
<b>Timing</b>	<b>Hiring Incentive</b>
Upon entering the Public Safety Radio Dispatcher Trainee classification	\$2,000.00
Upon entering the Public Safety Radio Dispatcher classification	\$2,000.00
Upon passing probation as a Public Safety Radio Dispatcher	\$2,000.00
<b>Total</b>	<b>\$6,000.00</b>

The payment of the one-time, non-pensionable lump sum hiring incentive to new full-time Public Safety Communications Specialist and new full-time Public Safety Radio Dispatcher hires is contingent on the employee being continuously employed in the full-time Public Safety Communications Specialist and full-time Public Safety Radio Dispatcher classifications through their one (1) year anniversary of passing probation.

If an employee receives any portion or all of the one-time, non-pensionable lump sum hiring incentive, and separates from City employment or accepts another position within the City that is not within the Dispatcher class series prior to their one (1) year anniversary of passing probation in the above classifications, the employee forfeits the one-time, non-pensionable lump sum hiring incentive and, to the extent permitted by law, will be required to reimburse the City for the entire amount of the hiring incentive they have received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such agreement, the City shall deduct the hiring incentive amount from the employee's sick leave payout, if applicable, and the employee's vacation leave payout. If the employee's leave amounts are not adequate to cover the entire amount of the hiring incentive,

the City shall pursue reimbursement of the bonus through any other lawful means, including the collection process.

**MEF Referral Bonus Pilot Program** – Employees in classifications that are represented by MEF shall be eligible for a referral bonus under the MEF Referral Bonus Pilot Program. Employees must be currently employed in an MEF-represented position at the time of payment to receive the Referral Bonus.

Effective the first full pay period after this agreement has been signed by all parties below and approved by City Council, current MEF-represented employees will receive a one-time, non-pensionable lump sum Referral Bonus of \$3,750 for referring a new full-time Public Safety Communication Specialist (8515) hire, or \$7,500 for referring a new full-time Public Safety Radio Dispatcher (8514) hire. The MEF Referral Bonus shall be paid once the new employee passes probation in the above classifications.

An individual who is newly hired shall be allowed to disclose a maximum of one (1) referral. The applicant must provide the referrer's name on his or her application prior to submitting the application for consideration and certify that the referrer referred and/or assisted in recruiting them, and that the applicant will not receive any portion of the MEF Referral Bonus provided to them.

Employees involved in the recruiting and/or hiring of new full-time Public Safety Communication Specialists or full-time Public Safety Radio Dispatchers are not eligible to receive the MEF Referral Bonus.

The MEF Referral Bonus shall be in lieu of the existing Citywide referral bonus of \$500 per referral. Further, the City and MEF agree that this will suspend the current referral program in place whereby employees are awarded up to 40 hours of compensatory time for referring new hires and up to 60 hours for lateral or direct entry hires, until the expiration of this agreement.

This side letter agreement shall become effective on the first full pay period after this agreement has been signed by all parties below and approved by the City Council and will expire on June 30, 2021. The City retains the ability to end the Hiring Incentive Pilot Program and/or the MEF Referral Bonus Pilot Program at its sole discretion prior to June 30, 2021.


For Employer:  
City of San Jose

  
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Jennifer Schembri

Director of Employee Relations  
Director of Human Resources

1/15/2020  
\_\_\_\_\_  
Date

For Union:  
MEF

  
\_\_\_\_\_  
Steven Solorio  
President, MEF

1/15/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Carol McEwan  
Business Agent, AFSCME Local 101

1/14/2020  
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Date