



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Jennifer Schembri

SUBJECT: SEE BELOW

DATE: January 11, 2021

Approved

Date

1/13/2021

SUBJECT: TERMS OF A SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)

RECOMMENDATION

Adopt a resolution to approve the terms of a Side Letter Agreement with the Municipal Employees' Federation, AFSCME, Local 101 (MEF) to provide a temporary, 2.5% to the Communications Dispatcher Training Pay described in Article 12.15 of the MEF Memorandum of Agreement (MOA), to a total of 7.5%.

OUTCOME

Adoption of the resolution will approve a Side Letter Agreement between the City and MEF that will provide a temporary increase of 2.5% to the Communications Dispatcher Training Pay described in Article 12.15 of the MEF MOA, from a current 5% to a new temporary total of 7.5%. The temporary increase to the Dispatcher Training Pay shall become effective the first full pay period after approval by the City Council, and shall expire two years after the effective date.

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 in the Public Safety Dispatcher class series in recent years, the City has made several efforts to improve the recruitment and retention of employees in the Public Safety Dispatcher class series:

- 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 6.5% of regular salary into base pay, and provide employees in the classifications in the Public Safety Dispatcher class series with an approximately 3.0% 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 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 12 hours in a single shift for a period of 26 consecutive pay periods. This Agreement was extended in 2016 and 2017, and was incorporated into the MOA) between the City and MEF during contract negotiations in 2018.
- On February 4, 2020, the City Council approved Side Letter Agreements to provide:
 - A 6.0% pensionable wage adjustment to the following classifications: Public Safety Communications Specialist, Public Safety Radio Dispatcher Trainee, Public Safety Radio Dispatcher, Senior Public Safety Radio Dispatcher, and Supervising Public Safety Radio Dispatcher;
 - A 2.5% pensionable wage adjustment to the Assistant Communications Manager classification;
 - The creation of a Hiring Incentive Pilot Program for new hires into the Public Safety Communications Specialist (FT) and Public Safety Radio Dispatcher (FT) classifications that will expire on June 30, 2021; and
 - The creation of a MEF Referral Bonus Pilot Program that will expire on June 30, 2021.

Since the Council actions above, the Police and Fire Departments have seen approximately seven new hires into the Public Safety Communications Specialist and 19 Public Safety Radio Dispatcher classifications, in addition to the employees in these classifications who were already in training prior to the February 4, 2020, Council action described above. These new hires require extensive and rigorous training over many months to become capable of performing their duties independently, and this training is performed by experienced Public Safety Radio Dispatchers. The large number of staff who continue to require training has placed a uniquely high workload upon trainers in the Police and Fire Departments.

Article 12.15 of the MEF MOA states:

12.15 Communications Dispatcher Training Pay. Public Safety Communication Specialists or Public Safety Radio Dispatchers shall be eligible for additional pay equal to approximately five percent (5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of a Dispatcher trainee.

In recognition of the unique circumstances described above, and with the goal of helping the Police and Fire Departments reach full staffing in the Public Safety Dispatcher class series by further incentivizing experienced employees to voluntarily become trainers, the City has entered into a side letter agreement with MEF to temporarily increase the Communications Dispatcher Training Pay described in Article 12.15 of the MEF MOA by 2.5%, to a total of 7.5% for a period of two years. After these two years have elapsed, the Communications Dispatcher Training Pay described in Article 12.15 of the MEF MOA will revert to the contractual rate described in the MOA.

ANALYSIS

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

Temporary Increase to Dispatcher Training Pay

Effective the first pay period after the agreements have been signed by all parties and have been approved by the City Council, the Communications Dispatcher Training Pay described in Article 12.15 of the MEF MOA shall be temporarily increased by two-and-one-half percent (2.5%), to a total of seven-and-one-half percent (7.5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of a Dispatcher trainee. This temporary increase to the Communications Dispatcher Training Pay shall expire and revert to the rate described in the MEF MOA two years after the effective date of this increase.

CONCLUSION

Due to the current circumstances of a large number of new hires into the Public Safety Communications Specialist and Public Safety Radio Dispatcher classifications who require extensive training in order to be signed off to work independently, it is recommended that the City Council adopt the Administration's recommendation outlined in this memorandum which would provide a temporary increase to the Communications Dispatcher Training Pay in the MEF MOA. This would be a 2.5% increase, to a total of 7.5%, for a period of two years.

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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.

COMMISSION RECOMMENDATION/INPUT

No commission recommendation or input is associated with this action.

COST SUMMARY/IMPLICATIONS

The additional one-time costs pertaining to the temporary, two-year, increase of the Communications Dispatcher Training Pay is approximately \$15,250 in FY 2020-2021, \$30,200 in FY 2021-2022, and \$16,800 in FY 2022-2023. Please note that the side letter will expire half way through FY 2022-2023. With City Council approval of the recommended actions, these increased costs will be factored into the development of the 2021-2022 Base Budget. The increased costs for the remainder of 2020-2021 are anticipated, to the extent possible, 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 2020-2021 as part of a future budget process.

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CEQA

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



JENNIFER SCHEMBRI

Director of the City Manager's
Office of Employee Relations &
Director of Human Resources

For questions, please contact Jennifer Schembri, Director of the City Manager's Office of Employee Relations and Director of Human Resources, at (408) 535-8150.

Attachment

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)

Dispatcher Training Pay

The City and MEF recognize that the 2018-2021 MEF Memorandum of Agreement (MOA) states:

12.15 Communications Dispatcher Training Pay. Public Safety Communication Specialists or Public Safety Radio Dispatchers shall be eligible for additional pay equal to approximately five percent (5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of a Dispatcher trainee.

In recognition of the challenges in training a large number of new Public Safety Communications Specialists (PSCS) and Public Safety Radio Dispatchers (PSRD), effective the first full pay period after this agreement is signed by all parties below and approved by City Council, the Communications Dispatcher Training Pay described in Article 12.15 of the MEF MOA shall be temporarily increased by two-and-one-half percent (2.5%), to a total of seven-and-one-half percent (7.5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of a Dispatcher trainee during the term of this side letter 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 shall expire two years after the effective date.

For Employer:
City of San Jose



Jennifer Schembri
Director of Employee Relations
Director of Human Resources

12/11/2020

Date

For Union:
MEF



Steven Solorio
President, MEF

12-9-20

Date



Carol McEwan
Business Agent, AFSCME, Local 101

Date