



## Agenda Report

19-1108

Agenda Date: 10/29/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on Approval of Four Separate Side Letter Agreements Between the City of Santa Clara and the Santa Clara Police Officers' Association, International Brotherhood of Electrical Workers Local 1245, American Federation of State, County and Municipal Employees Local 101, and International Association of Fire Fighters Local 1171, and Authorization for the City Manager to Execute the Necessary Third-Party Agreement and Documents to Provide Psychologist or Psychiatrist Benefit Services for Stress Counseling, for Members of IAFF Local 1171.

#### BACKGROUND

The Administration has completed the meet and confer process with the Santa Clara Police Officers' Association (POA), International Brotherhood of Electrical Workers Local 1245 (IBEW), American Federation of State, County and Municipal Employees Local 101 (AFSCME), and International Association of Fire Fighters Local 1171 (IAFF) on various matters. A Side Letter was executed with each bargaining group that outlines the terms of each agreement.

#### DISCUSSION

The recommended action is approval of the terms of each Side Letter Agreement between the City of Santa Clara and Santa Clara POA, IBEW, AFSCME, and IAFF.

#### Side Letter between the City of Santa Clara and the Santa Clara POA (Unit 2)

On May 21, 2019, the City Council approved a successor Memorandum of Understanding (MOU) between the City of Santa Clara and the Santa Clara POA for a term of December 23, 2018 through and including December 18, 2021. The new MOU included a provision that provides an additional two and one-half percent (2.5%) of base special assignment premium pay to employees assigned as a Crime Investigator or Field Evidence Technician effective June 2, 2019. When this was implemented, the 2.5% was applied to regular scheduled hours and was not included when the employee worked MOU overtime.

The parties reached a Side Letter agreement that provides the additional two and one-half percent (2.5%) of base pay as CSI premium pay to all paid hours while assigned as a Crime Scene Investigator or Field Evidence Technician, whether worked or taken as paid leave, and shall be included in both the MOU overtime rate and FLSA overtime rate (not to be compounded with any other premium pay). This will be effective June 2, 2019.

In addition, when finalizing the successor MOU, the parties inadvertently deleted in its entirety a section from the prior MOU rather than only deleting reference to the former Specialized Crimes Action Team. To correct this oversight, the parties agreed, under the terms of the Side Letter, the reinstate the Narcotics Task Force provision.

All employees in the classification of Police Officer who are assigned to the Narcotics Task Force will be compensated an additional 5% salary differential for all time spent in such assignments. The 5% salary differential for time spent assigned to the Narcotic Task Force shall be compensated in the same manner as Motorcycle Officers. It shall be the responsibility of the Department timekeeper to mark the biweekly payroll sheets for the time spent in the Narcotics Task Force to indicate the amount of time spent performing this particular type of duty.

“Narcotics Task Force” is synonymous with successor narcotics assignments in which the officer is assigned to work singly or with a group composed of single agency personnel or with multi-agency personnel, as long as the assignment is full-time narcotics investigation.

Employees who are assigned to the Narcotics Task Force have not received the 5% salary differential after the successor MOU was approved by City Council on May 21, 2019. The reinstatement of this provision will be made effective May 21, 2019. This premium shall not be compounded with any other premium pay.

#### Side Letter between the City of Santa Clara and AFSCME (Unit 6)

The City and Unit 6 met and conferred regarding Crane Operator Certification Pay and the parties agreed that employees in the classification of Equipment Operator assigned to the Water and Sewer Department shall receive a premium pay of 2.5% of base pay, applicable to all hours in a paid status, including regularly scheduled hours worked, paid leave hours used and MOU overtime hours, if an employee attains and maintains the State required National Commission for the Certification of Crane Operators certification for operating cranes. This premium pay shall not be compounded with any other premium pay. This will be effective May 19, 2019.

The Side Letter Agreement also includes a provision that provides that the classification specification for Equipment Operator shall be updated to include as a job requirement that an employee hired or promoted or transferred into an Equipment Operator position assigned to the Water and Sewer Department must possess the Crane Operator Certification within 12 months of such employment/assignment and thereafter maintain the Crane Operator Certification. Failure of an Equipment Operator assigned to the Water and Sewer Department to attain, possess, or maintain the Crane Operator certification shall constitute good cause for discipline up to and including termination. The revisions to the classification specification will be brought forward at a later date, after it has been approved by the Civil Service Commission.

#### Side Letter between the City of Santa Clara and IBEW (Unit 3)

On or about January 3, 2018, the City and IBEW agreed on a Side Letter that provided a certification premium of 2.0% into the base hourly rate when assigned by the City to be trained and certified to work with asbestos-containing materials (Class III level training and certification). On May 23, 2019, IBEW represented employees filed a grievance alleging that the City had not been paying the 2.0% premium pay consistent with the Side Letter; specifically, that it was not applied to MOU overtime.

In resolution of the grievance, the parties agreed to prospectively apply the 2.0% premium pay to the overtime rate for all MOU overtime hours worked; in addition, the City will calculate and retroactively

pay employees the additional amounts that would have been paid since January 1, 2018 if the 2.0% premium pay had been included in the overtime rate for all MOU overtime hours worked. IBEW will withdraw with prejudice the May 23, 2019 grievance. This premium pay will not be compounded with any other premium pay.

#### Side Letter between the City of Santa Clara and IAFF (Unit 1)

The City and IAFF met and conferred and reached an agreement to provide a City designated psychologist or psychiatrist for stress counseling services. Counseling sessions will be confidential on a patient/doctor relationship with the following exception. If, in the opinion of the psychologist/psychiatrist, the employee being counseled represents a hazard to him/herself in the performance of his/her duties, or to others, such information will be provided to the Fire Chief or designee on a confidential basis. Such information may be the basis for the Fire Chief or designee to alter the assignment of the affected employee or to remove the employee from active duty, either on a temporary basis or on a permanent basis. Any removal from active duty will be in compliance with the rights and obligations of the City with full compliance with the rights of the affected employee.

Funding for this program shall be from the total compensation allocation on the salary adjustment form, in accordance with the MOU, and will be determined by dividing the actual billed cost for the service for the prior fiscal year by the number of budgeted represented positions divided by 12.

The cost of the psychological counseling will be borne by the City, with the following exceptions:

- A. For each visit, the employee will pay \$10.00.
- B. For all visits, the employee will submit a claim to any medical insurance carrier available to him/her that provides such coverage.
- C. The uninsured costs of all visits will be borne by the City.
- D. Prior to the 21<sup>st</sup> visit to the provider in any calendar year, the provider shall advise the City that a represented employee has used the service 20 times in that calendar year. The represented employee will not be identified. However, the City will have the right to assure itself that the represented employee is not placing the City or others at risk by being permitted to continue working.
- E. The amount paid by the employee and any insurance payments will be made directly to the psychologist/psychiatrist and, upon proof of payment by either or both the employee and the insurance carrier (if appropriate) to the psychologist/psychiatrist, the City will bear the cost of the remaining expense.

The effective date of the stress counseling services will be effective upon City Council approval of the Side Letter and execution of an agreement between the City and a psychologist/psychiatrist, the City will bear the cost of the remaining expense.

No modifications to the City's Salary Plan are required as a result of these Side Letters.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a government organizational or administrative activity that will not result in direct or indirect changes in the environment.

**FISCAL IMPACT****Side Letter between the City of Santa Clara and POA (Unit 2)**

There are approximately nine employees assigned to the CSI team. The additional cost to apply the 2.5% premium pay to overtime hours retroactive to June 2, 2019 is approximately \$3,000 and will be absorbed in the Police Department's premium pay budget.

Additionally, the cost to apply the 5% salary differential for employees who are assigned to the Narcotics Task Force is approximately \$8,000 and will be absorbed in the Police Department's premium pay budget.

**Side Letter between the City of Santa Clara and AFSCME (Unit 6)**

There are currently four employees in the classification of Equipment Operator in the Water and Sewer Department that have received the State required National Commission for the Certification of Crane Operators. The additional cost associated with the premium pay of 2.5% for the Crane Operator Certification retroactive to May 19, 2019 is approximately \$5,000 and will be absorbed in the Water and Sewer Department's premium pay budget.

**Side Letter between the City of Santa Clara and IBEW (Unit 3)**

There are approximately fifteen employees in the Silicon Valley Power Department that are trained and certified to work with asbestos-containing materials (Class III level training and certification). The additional cost to apply the 2.0% premium pay to overtime hours retroactive to January 1, 2018 is approximately \$15,000 and will be absorbed in the Silicon Valley Group Department's overtime budget.

**Side Letter between the City of Santa Clara and IAFF (Unit 1)**

Upon approval by City Council, the City will execute an agreement with a psychologist/psychiatrist that will provide these services. The agreement will be for an amount not to exceed \$99,000. Actual expenditures will be dependent on utilization of these services. The Fire Department's budget will be monitored during the year and a budget adjustment may be brought forward during the City's budget process if necessary.

**COORDINATION**

This report was coordinated with the City Attorney's Office and the Finance Department.

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

1. Approve and authorize the City Manager to execute the Side Letter between the City of Santa

Clara and the Santa Clara Police Officers Association (Unit 2) on amendments to the Crime Scene Investigator premium pay effective June 2, 2019, and reinstate the Narcotics Task Force premium pay effective May 21, 2019;

2. Approve and authorize the City Manager to execute the Side Letter between the City of Santa Clara and American Federation of State, County and Municipal Employees Local 101 (Unit 6) to provide a Crane Certification premium pay for employees in the classification of Equipment Operator in the Water and Sewer Department who attain and maintain the State required National Commission for the Certification of Crane Operators certification for operating cranes effective May 19, 2019;

3. Approve and authorize the City Manager to execute the Side Letter between the City of Santa Clara and International Brotherhood of Electrical Workers Local 1245 (Unit 3) on amendments to the asbestos-containing certification premium pay effective January 1, 2018;

4. Approve and authorize the City Manager to execute the Side Letter between the City of Santa Clara and International Association of Fire Fighters Local 1171 (Unit 1) to provide a psychologist or psychiatrist services for stress counseling services; and

5. Authorize the City Manager to Execute the Necessary Third-Party Agreement and Documents to effectuate the psychologist or psychiatrist services for stress counseling benefit terms in the Side Letter with IAFF Local 1171.

Reviewed by: Teresia Zadroga-Haase, Director of Human Resources

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Side Letter between the City of Santa Clara and the Santa Clara Police Officers Association (Unit 2)
2. Side Letter between the City of Santa Clara and the American Federation of State, County and Municipal Employees Local 101 (Unit 6)
3. Side Letter between the City of Santa Clara and the International Brotherhood of Electrical Workers Local 1245 (Unit 3)
4. Side Letter between the City of Santa Clara and the International Association of Fire Fighters Local 1171 (Unit 1)