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Agenda Date: 1/24/2017

Agenda Placement: 6S

## NAPA COUNTY BOARD OF SUPERVISORS Board Agenda Letter

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**TO:** Board of Supervisors

**FROM:** Heather Ruiz - Director  
Human Resources

**REPORT BY:** Faye Newton Shannon, Senior Human Resources Analyst - 707-299-1728

**SUBJECT:** Resolution Approving Side Letter Agreement with Napa Association of Public Employees/SEIU 1021 for Shift Coverage of the Health and Human Services Agency's Emergency Response Unit

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### **RECOMMENDATION**

Director of Human Resources requests adoption of a resolution approving a Side Letter Agreement with the Napa Association of Public Employees/SEIU 1021 Public Service Employee (PSE) and PSE Supervisory Units effective December 31, 2016, regarding shift coverage for the Health and Human Services Agency's Emergency Response Unit.

### **EXECUTIVE SUMMARY**

In order to meet emergency staffing needs in the Health and Human Service Agency's Emergency Response Unit, Napa County and Napa Association of Public Employees/SEIU 1021 Public Service Employee (PSE) and PSE Supervisory Units met and conferred in good faith on October 3, 2016. The meet and confer session discussed sections 21.7 (d) - Overtime, 31.1 - Night Shift and 58.4 - Work Schedules of the current Memorandum of Understandings. The attached Side Letter outlines the proposed solutions mutually created by the County and the Union. The proposed solutions will help ensure that staffing is kept at appropriate and sufficient levels for the Emergency Response Unit operation, which is a mandated service to the community.

### **FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
What is the revenue source?	The costs associated with the Side Letter agreement are funded by Medi-Cal

	Billing (15%), Realignment (65%) and HHSA General Fund (20%).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The recommended Side Letter agreement will help ensure proper employee coverage of the mandated Health and Human Services Agency's Emergency Response Unit.
Is the general fund affected?	No
Future fiscal impact:	It is difficult to anticipate the number of times, if at all, the language of the Side Letter agreement will need to be utilized for coverage. There is a cost implication in potential overtime and night shift differential; however, it is the department's intent to keep this to a minimum. It is also time limited by the opening of the contracted Crisis Stabilization Unit, which is scheduled to be opened in May 2017. Impact to the general fund will be absorbed into the current Health and Human Services Agency's general fund allocation.
Consequences if not approved:	If not approved, the County will be required to mandate overtime for Mental Health employees in the Emergency Response Unit, which is not a practice that is commonly used nor it is preferred.

Additional Information:

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

### **BACKGROUND AND DISCUSSION**

The attached Side Letter outlines the proposed solution created by the County and Napa Association of Public Employees/ SEIU 1021 Public Service Employee (PSE) and PSE Supervisory Units in a meet and confer session, held in good faith, on October 3, 2016, regarding sections 27.1 (d) Overtime, 31.1 Night Shift and 58.4 Work Schedules in the Memorandum of Understanding (MOU).

The County of Napa Health and Human Services Agency's Mental Health Division is in the process of establishing a Crisis Stabilization Unit (CSU) that will replace Napa County's Emergency Response Unit. The CSU will be operated and staffed by a contracted agency. The contracted agency will provide enhanced emergency response services and the purpose of this is to allow more robust services to the community. During this transitional period, the Emergency Response Unit's staffing levels have declined. In order to keep the mandated services open to the community, qualified Mental Health staff, in other programs, have offered to cover necessary shifts in Emergency Response. The County and SEIU 1021 PSE representatives mutually agreed to initiate a volunteer on call list to cover shifts within the Emergency Response Unit, which operates 24 hours a day, 7 days a week. In order to accomplish the volunteer on call list, certain sections of the MOU have to be temporarily suspended or waived. There is a possibility that Mental Health employees who volunteer for the on call list will be asked to work an extra or double shift in order to cover the Emergency Response team. The extra or double shift would be necessary, as the Mental Health employee will be expected continue to perform their daily duties typically assigned to them, as well as cover a shift at the Emergency Response Unit. When asked to work the extra

or double shift, employees will receive time and one half for the time actually worked during the extra or double shift as dictated in our current contract. The following proposed changes to the MOU will only impact those employees in the classifications of Supervising Mental Health Counselor and Mental Health Counselor and who voluntarily work in the Emergency Response Unit:

### **Overtime**

The County and SEIU 1021 agree to waive section 27.1 (d) which states employees receive overtime compensation provided that employees were not absent from work for more than one normal work day in that workweek due to vacation, compensatory time, holiday, sick leave, and other paid leave, or a combination thereof. The Side Letter agreement states that employees covered under this agreement will receive overtime compensation by working a double shift whether or not they had taken any additional leave off during the same workweek they worked the double shift. Employees will also receive overtime if they decide to work their normally scheduled shift after their double shift, after at least eight (8) hours of rest.

### **Night Shift**

It is recommended that employees covered under this agreement receive an additional two dollars (\$2.00) per hour on top of the existing one dollar and fifty cents (\$1.50) per hour for night shift in section 31.1 of the MOU, when working 6:00 p.m. to 6:00 a.m. or any shift that is designated as "graveyard".

### **Work Schedules**

The Union agrees to waive section 58.4(a), which states employees shall be scheduled to work on specifically named days of the week having regular starting and quitting times. The work schedule shall normally be five (5) consecutive workdays and two (2) days of rest in each seven consecutive day timeframe. The Union is willing to waive this section to accommodate employees that will have worked an extra or double shift and may not have two full days of rest between shifts.

The Side Letter agreement is not intended to modify any other sections of the current MOUs, any other employee not covered under the Side Letter agreement or any other Department within the County. It is requested that the terms of the Side Letter be effective retroactively to the first pay period of the calendar year 2017 and the agreement will expire on June 30, 2017. The County and the Union agree to meet in good faith should extending the side letter be mutually agreeable.

Therefore, the Director of Human Resources recommends the adoption a resolution and Side Letter agreement, effective December 31, 2016 through June 30, 2017.

### **SUPPORTING DOCUMENTS**

- A . Resolution
- B . Side Letter Agreement

CEO Recommendation: Approve

Reviewed By: Molly Rattigan