



Office of the City Manager

CONSENT CALENDAR  
December 18, 2007

To: Honorable Mayor and Members of the City Council  
 From: *PK* Phil Kamlarz, City Manager  
 Submitted by: David W. Hodgkins, Director of Human Resources Department  
 Subject: Side Letter of Agreement with SEIU Local 1021

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute and implement a Side Letter of Agreement with Service Employees International Union (SEIU) Local 1021 (formerly 535) to implement After-Hours Telephone Response, a component of the Full Service Partnership, as required by the Mental Health Services Act.

FISCAL IMPACTS OF RECOMMENDATION

At current rates, the cost of After-Hours Telephone Response for three full service partnership teams will be approximately \$45,000 per fiscal year. The total estimated cost for fiscal year 2008 is \$25,500. These funds have been appropriated in the fiscal year 2008 budget.

These new costs will be covered by a combination of funds: Mental Health Services Act, Community Services and Supports – City of Berkeley (063-4401-440.1101); Mental Health Services Act Community Services and Supports – Alameda County (061-4431-440-1101), and State Mental Health Realignment (065-4426-440-1101 and 065-4455-440.1101).

CURRENT SITUATION AND ITS EFFECTS

The State Department of Mental Health developed regulations for Mental Health Services Act programs. Full Service Partnerships (FSP) are designed to provide comprehensive case management for the highest risk individuals served by the mental health system. These regulations include staff availability for urgent after hours client calls 24 hours a day, 7 days a week. Responding to clients' urgent concerns in a timely manner has been shown to reduce hospitalization, incarceration and homelessness.

Staff providing After-Hours Telephone Response will be expected to provide crisis response by telephone only and will not be required to return to work as a part of this agreement. Should State regulations in the future require a face-to-face response, a "Callback" component will be added to this agreement.

The Mental Health Division has three teams designed as full service partnerships. The Transitions to Independence Program (TIP) for Transition Age Youth is funded by a

contract with Alameda County's MHS Community Services and Supports (CSS) Plan; Berkeley's CSS Plan places consumers in two adult FSP teams.

The Side Letter of Agreement (Exhibit A) defines compensation, hours of operation, staffing, service and documentation requirements of SEIU Local 1021 staff in the Mental Health Division who will provide After-Hours Telephone Response.

Operational procedures are nearly complete and assuming Council adoption of this Agreement, training and implementation are expected to begin in January 2008.

### BACKGROUND

The current Memorandum Agreement with SEIU Local 1021 provides for "Standby Pay." Mental Health staff has not historically been required to provide this service and consequently the City and the Union meet and conferred from November 2006 through June 2007 to develop this Side Letter of Agreement. Union and Management have agreed to review implementation after ninety days to assess progress and to identify and correct any problems that may emerge in early implementation.

Mental health programs offering intensive case management have provided After-Hours Telephone Response or 24/7 face-to-face contact for many years. The Mental Health Division has provided intensive services for over eight years but has elected not to implement After-Hours Telephone Response until the present due to other funding priorities and a series of budget reductions in recent years.

### RATIONALE FOR RECOMMENDATION

After-Hours Telephone Response is a requirement of Mental Health Services Act funding and an important element in providing effective services for Berkeley's most severely mentally disabled individuals.

### ALTERNATIVE ACTIONS CONSIDERED

No alternative actions were considered. Most of the Bay Area counties have contracted out Full Service Partnerships, in part because of the complexities and cost of providing these services by public employees. Berkeley has successfully completed the meet and confer process with a goal of City personnel providing these needed services.

### CONTACT PERSON

David W. Hodgkins, Director of Human Resources Department, 981-6821

Harvey Tureck, Manager of Mental Health, 981-5213

Margarita Zamora, Senior Human Resources Analyst, 981-6821

### Attachments:

1: Resolution

Exhibit A: Side Letter of Agreement

RESOLUTION NO. ##,###-N.S.

SIDE LETTER OF AGREEMENT WITH SEIU LOCAL 1021 FOR AFTERHOURS  
TELEPHONE RESPONSE

WHEREAS, the City Council on November 12, 2002, adopted Resolution 61,804-N.S. which authorized the City Manager to execute and implement the wages, hours and other terms and conditions of employment contained in the new Memorandum Agreement; and

WHEREAS, representatives of the City and Service Employees International Union (SEIU) Local 1021 met and conferred in good faith and reached agreement on a Side Letter of Agreement to provide mental health clients with After-Hours Telephone Response effective January 1, 2008 as defined by the Full Service Partnership guidelines of the Mental Health Services Act Community Services and Supports Three Year Program and Expenditure Plan Requirements.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute and implement the attached Side Letter of Agreement with SEIU Local 1021 to implement the After-Hours Telephone Response, a component of the Full Service Partnership, as required by the Mental Health Services Act. A record signature copy of said Side Letter of Agreement to be on file in the Office of the City Clerk.

Exhibits

A: Side Letter of Agreement

**Side Letter of Agreement  
Between the City of Berkeley and SEIU Local 1021**

The City of Berkeley and Service Employees International Union/SEIU Local 1021 have met and conferred and reached agreement on this Side Letter of Agreement to implement the Full Service Partnership, as required by the Mental Health Services Act. Responding to clients' urgent concerns in a timely manner has been shown to prevent hospitalization, incarceration and homelessness.

This Side Letter of Agreement is intended to memorialize the agreement reached between the parties and is not intended to supersede any other of the terms and conditions of employment contained in the Memorandum Agreement between the City and SEIU Local 1021 (formerly 535).

The parties agree as follows:

**1. After-Hours Telephone Response**

After discussion between the parties, it was agreed that it is in the interest of the City and the Union to successfully implement the Full Service Partnership, as required by the Mental Health Services Act. Responding to clients' urgent concerns in a timely manner has been shown to prevent hospitalization, incarceration and homelessness.

After-Hours Telephone Response shall apply to all Full Service Partnership programs so designated by the Mental Health Division, following execution of this agreement. Currently this applies to the Assertive Community Treatment Team and the Transitions to Independence program.

In order to provide mental health clients with After-Hours Telephone Response Services, as defined by the Full Service Partnership guidelines of the Mental Health Services Act Community Services and Supports Three Year Program and Expenditure Plan Requirements, August 1, 2005, the City of Berkeley and SEIU Local 1021 agree to the following:

**2. Standby Service for After-Hours Telephone Response**

Clinical staff assigned to work in a team or work unit providing After-Hours Telephone Response will be placed in "Standby Service." Standby service shall have the same definition as set forth in Section 14.6 of the Memorandum Agreement between the City of Berkeley and SEIU 1021 in effect from July 7, 2002 through June 28, 2008.

**3. Compensation**

Payment due employees for providing the Standby Service and After-Hours Telephone Response, including all time spent on the telephone with clients or conducting client-related activity, is as follows:

<b>Days of the Week</b>	<b>Hourly Rate of Pay</b>
Monday, Tuesday, Wednesday, Thursday, Friday	\$3.63*
Saturday, Sunday, or any Holiday named in the SEIU Local 1021 Agreement, Sections 19.1.1 through 19.1.13, regardless of the day of the week.	\$4.84*

\*Effective July 2, 2007

**4. After-Hours Telephone Response Time Period**

Clinical staff will provide After-Hours Telephone Response Sunday through Thursday from 11:00 p.m. to 8:00 a.m.; Friday, Saturday, and City Holidays from 11:00 p.m. to 11:00 a.m. Management reserves the right to change the After-Hours Telephone Response time period after giving staff thirty (30) calendar days notice.

Implementation shall commence on or after January 1, 2008, and upon completion of training for staff performing After Hours Telephone Response duties.

The Mobile Crisis Team may provide After-Hours Telephone Response coverage from 5:00 p.m. to 11:00 p.m., Monday through Friday; and 11:00 a.m. to 11:00 p.m., Saturday, Sunday, and City Holidays.

**5. Leave**

An employee who, after he or she completes his or her After-Hours Telephone Response shift, is unable to report to work as scheduled due to significant phone contact through the night, may verbally request to use accrued leave (Compensatory Time, Vacation, or Floating Holiday). Approval is at the sole discretion of the Program Supervisor.

**6. Covered Classifications**

The classifications covered by the terms of this Side Letter of Agreement include Mental Health Clinician I/II, Psychiatric Social Worker I/II, Registered Nurse, Assistant Mental Health Clinician, Community Health Worker, Clinical Psychologist, Senior Mental Health Clinician, Senior Psychiatric Social Worker, and any other classifications represented by SEIU Local 1021 that may be employed to provide direct mental health services.

**7. Response Requirements**

All employees assigned to Standby Service to provide After-Hours Telephone Response, shall carry a pager or similar electronic device provided by the City during all hours assigned to Standby Service. Within 10 minutes of receiving a page, employees assigned to After-Hours Telephone Response shall respond, i.e., return the phone call to the client or other party that is paging.

**8. Documentation**

No later than the end of the next business day following the telephone call as referenced in #7 above, employees shall document the telephone call in clients' medical records and on the Daily Service Report form. All calls shall be logged by staff and documented in order to meet federal and state regulations and City Mental Health Division medical records policy. Clinical staff will work with program supervisors to develop standardized, written procedures to manage After-Hours Telephone Response.

**9. Training for After-Hours Telephone Response and Documentation**

Prior to implementing After-Hours Telephone Response, management will train staff that will provide the service in all required procedures.

**10. Return to Worksite**

Employees on Standby Service for After-Hours Telephone Response shall not return to a City worksite or restrict their personal activities in any way while on Standby Service, other than being available to respond promptly and professionally by telephone as set forth above.

**11. After-Hours Telephone Response Schedule**

Team Leaders (Senior Psychiatric Social Worker, Senior Mental Health Clinician or Clinical Psychologist) shall maintain Standby Service schedules. Clinical staff assigned to a team that provides After-Hours Telephone Response is permitted to trade schedules. Clinical staff team members expecting to participate in a religious observance must be available to respond to a page within the required ten (10) minute time frame. For religious observances longer than one (1) hour, staff must trade shifts. Team members shall notify the Mental Health Program Supervisor of After-Hours Telephone Response schedule changes at least 30 days in advance, and of shift trades in advance of the shift. Standby Service

schedules will be assigned on a one-week rotational basis, with staff not assigned to After-Hours Telephone Response for more than two (2) consecutive weeks.

**12. Voluntary Participation Requirements**

City staff that work in Full Service Partnership Teams will provide After-Hours Telephone Response for that Team's clients with the following exception:

The assignment of staff to After-Hours Telephone Response will be made first from employees who volunteer within each Full Service Partnership Team. If the Division Manager determines that there are insufficient employees who have volunteered to provide After-Hours Telephone Response, the Division Manager shall assign staff by inverse seniority to the After-Hours Telephone Response assignment. It is the employees' responsibility to ensure that all scheduled After-Hours Telephone Response shifts are properly covered according to the terms defined herein.

**13. Implementation Review**

City and Union agree to jointly review progress and identify problems that may be encountered in implementation of After-Hours Telephone Response. Review will be conducted four months following the implementation of After-Hours Telephone Response.

The terms and conditions of this Side Letter of Agreement will become effective January 1, 2008.

This Side Letter of Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the employer-employee relations representatives whose signatures appear below for their respective organizations.

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Andre Spearman, Business Representative  
SEIU Local 1021

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Phil Kamlarz, City Manager

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Leland Johnson  
President  
SEIU Local 1021

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David W. Hodgkins  
Director of Human Resources

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Harvey Tureck  
Manager of Mental Health Services

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Tomie Kratz  
Mental Health Program Supervisor

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Margarita Zamora  
Senior Human Resources Analyst