

A G E N D A
REGULAR JOINT MEETING OF
THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE
TUESDAY, SEPTEMBER 18, 2018, 2:00 PM
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
SECOND FLOOR CONFERENCE ROOM
4440 W. BROADWAY, HAWTHORNE, CA

1. **CALL TO ORDER**

2. **PUBLIC DISCUSSION**

Members of the public will be given the opportunity to directly address the Executive Committee and the User Committee on any item listed on the agenda.

3. **ACTION ITEMS**

3a. Minutes of the Special Joint Meeting of the Executive Committee and the User Committee – August 21, 2018

3b. Check Register for August 2018

3c. Resolution No. 317 of the Executive Committee of the South Bay Regional Public Communications Authority Amending Resolution No. 41 Revising the Job Description for Technical Services Manager and Changing the Position Title to Administrative Services Manager, Revising the Job Description for Finance Administrator and Changing the Position Title to Finance & Performance Audit Manager, and Adding the Position of Accountant to the Position Classification Plan

3d. Authorize the Executive Director to Execute a Side Letter of Agreement between the Management and Confidential Bargaining Group and the South Bay Regional Public Communications Authority

3e. Resolution No. 318 of the Executive Committee of the South Bay Regional Public Communications Authority Authorizing Investment of Monies in the Local Agency Investment Fund and Repealing Resolutions No. 239 and No. 279 and Any and All Amendments and Revisions Thereto

4. **INFORMATION ITEMS**

5. **EXECUTIVE DIRECTOR'S REPORT**

6. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

7. **CLOSED SESSION**

Conference Re: Labor Negotiations
Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy
Whitmore Re: Communications Workers of America)

Conference Re: Labor Negotiations
Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy
Whitmore Re: Teamsters Local 9-1-1)

Conference Re: Labor Negotiations
Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy
Whitmore Re: Management & Confidential Employees)

8. **ADJOURNMENT**

Posting Place: 4440 W. Broadway, Hawthorne, CA 90250 and
www.rcc911.org
Posting Date/Time: September 13, 2018/3:00 PM
Signature:



Erick B. Lee, Executive Director

August 21, 2018

**MINUTES OF A SPECIAL JOINT MEETING
OF THE EXECUTIVE COMMITTEE
AND THE USER COMMITTEE**

1. **CALL TO ORDER**

The Board of Directors, Executive Committee and User Committee convened in a special joint session at 2:20 PM on Tuesday, August 21, 2018, in the second floor conference room of the South Bay Regional Public communications Authority.

ROLL CALL

Present: City Manager Edward Medrano
City Manager Bruce Moe
Interim City Manager Arnie Shadbeh
Chief Derrick Abell, Manhattan Beach Police Department
Captain Uiki Niko, Gardena Police Department

Absent: Chief Bob Fager, Hawthorne Police Department
Chief Sharon Papa, Hermosa Beach Police Department

Also Present: Executive Director Erick Lee
Operations Manager Shannon Kauffman
Administration Manager John Krok
Finance Manager Scott Arbuckle
Laura Kalty, Liebert, Cassidy, Whitmore
Executive Secretary Wendy Weeks

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Agenda Item No. 7, Closed Session, was considered out of order at this time.

7. **CLOSED SESSION**

At 2:25 PM, the Executive Committee entered into a closed session pursuant to the Government code sections and conference matters as shown below:

Conference Re: Labor Negotiations
Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy
Whitmore Re: Communications Workers of America)

Conference Re: Labor Negotiations
Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy
Whitmore Re: Teamsters Local 9-1-1)

Special Joint Meeting
of the Executive Committee
and the User Committee

Conference Re: Labor Negotiations
Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy
Whitmore Re: Management & Confidential Employees)

At 2:53 PM, the meeting returned to open session, with no action taken in closed session.
The Board of Directors departed the meeting.

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Discussion returned to regular agenda order at this time.

2. **PUBLIC DISCUSSION**

None.

3. **ACTION ITEMS**

- 3a. Minutes of the Regular Joint Meeting of the Executive Committee
and the User Committee - July 17, 2018

MOTION: City Manager Moe moved to approve the minutes of the regular joint
meeting of the Executive and User Committee on July 17, 2018. The motion was
seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

- 3b. Check Register for July 2018

Executive Director Lee clarified for City Manager Moe that the Authority's credit
card charges are shown by vendor.

MOTION: City Manager Moe moved to approve the check register for July 2018.
The motion was seconded by Interim City Manager Shadbehr and passed by unanimous
voice vote.

- 3c. Authorize the Executive Director to Execute an Agreement between with Hydrex
Pest Control Company for Pest Control Services

MOTION: City Manager Moe moved to authorize the Executive Director to execute
an agreement with Hydrex Pest Control Company for pest control services. The motion
was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

- 3d. Authorize the Executive Director to Execute an Agreement with Liebert Cassidy
Whitmore for Special Services Relating to the South Bay Employment Relations
Consortium

At the request of City Manager Medrano, Administration Manager Krok and
Operations Manager Kauffman provided input on Authority staff's utilization of the vendor's
services.

Special Joint Meeting
of the Executive Committee
and the User Committee

MOTION: City Manager Moe moved to authorize the Executive Director to execute an agreement with Liebert Cassidy Whitmore for special services relating to the South Bay Employment Relations Consortium. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

- 3e. Resolution No. 315 of the Executive Committee of the South Bay Regional Public Communications Authority Amending Resolution No. 41 Revising the Job Description for Executive Secretary and Changing the Position Title to Executive Assistant

MOTION: City Manager Moe moved to approve the revision to the Executive Secretary job description and adopt Resolution No. 315 amending Resolution No. 41 to revise the position title to Executive Assistant. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

RESOLUTION NO. 315

RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AMENDING RESOLUTION NO. 41 REVISING THE JOB DESCRIPTION FOR EXECUTIVE SECRETARY AND CHANGING THE POSITION TITLE TO EXECUTIVE ASSISTANT

- 3f. Resolution No. 316 of the Executive Committee of the South Bay Regional Public Communications Authority Establishing a Purchasing Policy and Repealing Resolution No. 259

MOTION: Interim City Manager Shadbehr moved to approve the establishment of a purchasing policy, repeal Resolution No. 259, and adopt Resolution No. 316. The motion was seconded by City Manager Moe and passed by unanimous voice vote.

RESOLUTION NO. 316

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A PURCHASING POLICY AND REPEALING RESOLUTION NO. 259

- 3g. Resolution No. 314 of the Executive Committee of the South Bay Regional Public Communications Authority Clarifying Its Acceptance of a Subaward under the FY 2016 Urban Area Security Initiative (UASI) Grant Program from the City of Los Angeles for the Interoperability Network of the South Bay Project

Executive Director Lee presented the staff report. He explained that Resolution No. 314 clarifies the Authority's acceptance of a subaward under the FY 2016 Urban Area Security Initiative (UASI) Grant Program from the City of Los Angeles for the Interoperability Network of the South Bay (INSB) Project.

Special Joint Meeting
of the Executive Committee
and the User Committee

MOTION: City Manager Medrano moved to accept a subaward under the FY 2016 Urban Area Security Initiative (UASI) Grant Program from the City of Los Angeles for the Interoperability Network of the South Bay (INSB) Project and adopt Resolution No. 314. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

3h. Scope of Work for Comprehensive Cost of Service and Allocation Study

Executive Director Lee presented the staff report.

MOTION: City Manager Moe moved to approve the scope of work for the comprehensive cost of service and allocation study. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

3i. Determination of Need to Take Action on an Item Not Appearing on the Posted Agenda Relating to the Authority's Finance Department; and

Authorize the Executive Director to Execute an Agreement with a Financial Management Consulting Firm, or Temporary Employment or Staffing Agency, for Finance and Accounting Services in an Amount Not to Exceed \$50,000 and Approve a Purchase Order for These Services; and

Authorize the Executive Director to Execute an Operating Budget Transfer in an Amount Not to Exceed \$50,000 from the Salaries & Benefits Category to the Supplies and Services Category of the Adopted Fiscal Year 2018/2019 Budget to Fund These Services

City Manager Medrano read aloud the title of Agenda Item No. 3i. He advised that, per Government Code Section 54954.2(b)(2), it was added to the agenda at the last minute due to the need to take immediate action on an item related to the Authority's Finance Department and that the need for this action came to the attention of the Authority subsequent to the agenda of this meeting being posted, as specified in Government Code Section 54954.2(a).

FIRST MOTION: City Manager Moe moved to determine that there is a need to take immediate action on an item related to the Authority's Finance Department and that the need for this action came to the attention of the Authority subsequent to the agenda of this meeting being posted as specified in Government Code Section 54954.2 (a). The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

Executive Director Lee presented the staff report. He explained that Finance Manager Scott Arbuckle tendered his resignation on August 19, 2018. His last day of employment with the Authority will be on September 7, 2018. He further advised that the Authority will attempt to hire a qualified interim Finance Manager. However, if that is not feasible within the next 1-2 weeks, Executive Director Lee recommended that the Executive Committee authorize him to enter into an agreement with a financial

management consulting firm or temporary employment or staffing agency for finance and accounting services in order to ensure the continuity of Authority operations.

SECOND MOTION: City Manager Moe moved to (1) authorize the Executive Director to execute an agreement with a financial management consulting firm or temporary employment or staffing agency for finance and accounting services in an amount not to exceed \$50,000 and approve a purchase order for these services; and (2) authorize the Executive Director to execute an Operating Budget transfer in an amount not to exceed \$50,000 from the Salaries and Benefits category to the Supplies and Services category of the adopted Fiscal Year 2018/2019 Budget to fund these services. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

4. **INFORMATION ITEMS**

None.

5. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee shared information on the following topics: the status of filling the vacant Communications Operator positions; the success of the Outreach at National Night Out events; and the tour by agencies considering the SBRPCA's model.

6. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

None.

7. **CLOSED SESSION**

Agenda Item No. 7, Closed Session, was considered earlier in the meeting (see Page Nos. 1 -2).

8. **ADJOURNMENT**

The meeting was adjourned at 3:10 PM.

Final Check List
South Bay Regional PCA

apChkLst
08/16/2018 5:07:22PM

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1647	8/17/2018	00069	SOUTHERN CALIFORNIA EDISON3-020-1732-98	8/10/2018	ELEC SERV HQ/07-11-18 TO 08-0	11,019.19	
			3-035-4150-32	8/10/2018	ELEC SERV MBWT/07-03-18 TO C	269.97	
			3-014-5379-55	8/2/2018	ELEC SERV GRANDVIEW/07-02-1	182.62	11,471.78
1648	8/17/2018	00621	FIRST BANKCARD				
		00466	AMAZON MARKETPLACE	7/14/2018	AIR CONDITIONERS/TECH SHOF	4,749.30	
		00014	CDW GOVERNMENT, INC.	6/28/2018	COMPUTERS & MONITORS/EXEC	3,998.48	
		00479	MICROSOFSTORE	6/29/2018	MICROSOFT SURFACE/FRAUDU	1,773.40	
		00510	LIND ELECTRONICS	7/12/2018	OUTPUT CABLE	489.50	
		00466	AMAZON MARKETPLACE	6/29/2018	ANTI-FATIGUE MATS/OPERATOR	396.00	
		00770	ALL MAKES VAC & SEW	7/20/2018	VACUUM REPAIRS	232.29	
		00610	DIRECTV	7/5/2018	DIRECTV SERVICE/JUL 2018	207.70	
		00466	AMAZON MARKETPLACE	6/29/2018	OFFICE SAFES/ADMIN MGR & FI	175.18	
		00793	BK RADIO	7/23/2018	CABLE FOR KNG RADIO	174.12	
		00466	AMAZON MARKETPLACE	7/10/2018	COFFEE MACHINE/BREAKROOM	160.61	
		00087	LIEBERT CASSIDY & WHITMORE	7/2/2018	LEGAL SEMINAR REG/JUL 2018	100.00	
		00761	BOX	7/26/2018	BOX SUBSCRIPTION/AUG 2018	90.00	
		00466	AMAZON MARKETPLACE	7/10/2018	TECH SHOP SUPPLIES	77.08	
		00311	APCO, AFC INC.	7/9/2018	APCO MEMBERSHIP/J. KROK	70.00	
		00466	AMAZON MARKETPLACE	7/26/2018	STAFF DEVELOPMENT BOOKS	69.10	
		00466	AMAZON MARKETPLACE	7/24/2018	STAFF DEVELOPMENT BOOKS	69.00	
		00795	MEDIA TEMPLE	7/23/2018	WEB HOSTING SERVICES/JUL 20	55.00	
		00466	AMAZON MARKETPLACE	7/17/2018	SOUND BAR FOR PC/EXEC DIRE	44.09	
		00480	OFFICE DEPOT	7/6/2018	CABLE, PORT, HDM	43.78	
		00467	LOWES BUSINESS ACCT/SYNCB	7/26/2018	BOTTLE WATER	34.95	
		00796	OUTDOOR COMFORT	7/25/2018	PICNIC BENCH CUSHIONS	34.53	
		00625	VON'S STORE #1623	7/17/2018	REFRESHMENTS/EC-BOD	28.46	
		00794	MARSHALLS	7/16/2018	OFFICE DECORATIONS/BREAKR	26.43	
		00446	SOUTH BAY FORD	7/18/2018	FORD HANDLE	19.76	
		00792	RITE AID	7/18/2018	COPIER PAPER	14.21	
		00466	AMAZON MARKETPLACE	7/14/2018	PHONE CORD/SUPERVISORS	10.99	
		00466	AMAZON MARKETPLACE	7/3/2018	TECH SHOP SUPPLIES	9.99	
		00466	AMAZON MARKETPLACE	7/8/2018	TECH SHOP SUPPLIES	6.99	
		00311	APCO, AFC INC.	7/9/2018	APCO CONF REG/J. KROK	470.00	
		00466	AMAZON MARKETPLACE	7/10/2018	TECH SHOP SUPPLIES	443.72	14,074.66

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Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1649	8/17/2018	00035	HOME DEPOT CREDIT SERVICES4072349	7/27/2018	TECH SHOP SUPPLIES	99.58	99.58
1650	8/17/2018	00046	UNITED PARCEL SERVICE W1328	8/11/2018	SHIPPING SERV/AUG 02, 2018	77.36	
				8/4/2018	LATE FEE	4.79	82.15
1651	8/17/2018	00058	CALPERS 15399437	8/17/2018	MEDICAL INS PREM/SEP 2018		
1652	8/17/2018	00058	CALPERS 15380044	8/1/2018	UNFUNDED LIAB PMT-PLAN 267	48,952.83	48,952.83
				8/1/2018	UNFUNDED LIAB PMT-PLAN 200	44.29	
				8/1/2018	UNFUNDED LIAB PMT-PLAN 123	56.30	
5424	8/17/2018	00219	INTERNAL REVENUE SERVICE Ben25989	8/17/2018	UNFUNDED LIAB PMT-PLAN 123	28,194.98	28,295.57
5425	8/17/2018	00058	CALPERS	8/17/2018	FEDERAL WITHHOLDING TAX: P	37,436.02	37,436.02
5426	8/17/2018	00223	EMPLOYMENT DEVEL DEPT Ben25993	8/17/2018	PERS RETIREMENT: PAYMENT	32,122.03	32,122.03
5427	8/17/2018	00222	STATE DISBURSEMENT UNIT Ben25995	8/17/2018	STATE DISABILITY INSURANCE:	14,991.50	14,991.50
53611	8/17/2018	00004	AGEE, BONNIE 81718	8/17/2018	SUPPORT: PAYMENT	184.62	184.62
53612	8/17/2018	00064	ATT PAYMENT CENTER 960 461-1623	8/17/2018	RETIREE MED PREM/SEP 2018	581.48	581.48
53613	8/17/2018	00217	CALIFORNIA TEAMSTERS UNION Ben25981	8/17/2018	PHONE SERV/7-2 TO 08-01-18	2,454.12	2,454.12
53614	8/17/2018	00012	CALIFORNIA WATER SERVICE CC5550731926	7/31/2018	UNION DUES TEAMSTERS: PAYM	2,161.50	2,161.50
53615	8/17/2018	00080	CARTER, ALLENE 81718	8/17/2018	FIRE PROTECTION SERV/AUG 2	72.58	72.58
53616	8/17/2018	00019	CINTAS CORPORATION #427 427303218	8/17/2018	RETIREE MED PREM/SEP 2018	178.84	178.84
				7/27/2018	FLOOR MAT CLEANING/07-27-18	93.27	
				8/10/2018	FLOOR MAT CLEANING/08-10-18	93.27	186.54
53617	8/17/2018	00225	COMMLINE INC 0106358-IN	7/2/2018	MONTHLY SERVICES/JULY 2018	12,500.00	
				7/31/2018	MONTHLY SERVICES/AUGUST 2	12,500.00	25,000.00
53618	8/17/2018	00078	COX, CHRISTOPHER 81718	8/17/2018	RETIREE MED PREM/SEP 2018	822.50	822.50
53619	8/17/2018	00102	CURRY, REBECCA 81718	8/17/2018	RETIREE MED PREM/SEP 2018	595.50	595.50
53620	8/17/2018	00218	CWA LOCAL 9400 Ben25987	8/17/2018	UNION DUES CWA: PAYMENT	249.52	249.52
53621	8/17/2018	00449	DIGI-KEY ELECTRONICS 246546C64143782	8/7/2018	INSTALL PARTS	188.52	188.52
53622	8/17/2018	00785	EXPERIAN CD1904002900	7/27/2018	CREDIT CHECK	8.40	8.40
53623	8/17/2018	00008	FEDERAL SIGNAL CORP 6955594	7/27/2018	LIGHTBARS & LED'S/PO 7012041	2,716.97	2,716.97

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South Bay Regional PCA

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Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
53624	8/17/2018	00651	3103752741011111	8/1/2018	PHONE SERV 375-2741/08-01 TO	224.42	
			209051870106030	8/1/2018	PHONE SERV 051-8701/08-01 TO	92.62	
			70022664-S-1821	8/5/2018	PHONE SERV/08-05 TO 09-04-18	57.35	
			209150596909238	8/1/2018	PHONE SERV 150-5969/08-01 TO	52.24	
			209150597811308	8/1/2018	PHONE SERV 150-5978/08-01 TO	45.40	
			70022665-S-1821	8/5/2018	PHONE SERV/08-05 TO 09-04-18	39.15	
			209151099802099	8/1/2018	PHONE SERV 151-0998/08-01 TO	39.04	
			209150244610318	8/1/2018	PHONE SERV 150-2446/08-01 TO	39.04	
			209150244709268	8/1/2018	PHONE SERV 150-2447/08-01 TO	39.04	
			213038166608300	8/1/2018	PHONE SERV 038-1666/08-10 TO	39.04	667.34
53625	8/17/2018	00018	073118	7/31/2018	GARDENING SERV/JULY 2018	190.00	190.00
53626	8/17/2018	00025	81718	8/17/2018	RETIREE MED PREM/SEP 2018	249.30	249.30
53627	8/17/2018	00027	IN557029	7/23/2018	DOCKING STATIONS/PO 7012041	9,466.52	9,466.52
53628	8/17/2018	00272	81718	8/17/2018	RETIREE MED PREM/SEP 2018	449.33	449.33
53629	8/17/2018	00221	Ben25983	8/17/2018	DEFERRED COMPENSATION - 30	10,799.84	10,799.84
53630	8/17/2018	00654	10389	7/23/2018	MAGNETIC MIC PACK/PO 701204	1,598.99	1,598.99
53631	8/17/2018	00442	9305999650	7/26/2018	INSTALL PARTS/TECH SHOP	163.51	163.51
53632	8/17/2018	00467	LOWES BUSINESS ACCT/SYNCR	7/12/2018	PICNIC TABLE & CUSHIONS	335.39	335.39
53633	8/17/2018	00116	81718	8/17/2018	RETIREE MED PREM/SEP 2018	522.67	522.67
53634	8/17/2018	00331	332951	8/1/2018	ELEVATOR MAINT/AUG 2018	638.93	638.93
53635	8/17/2018	00119	48966333	7/23/2018	TECH SHOP SUPPLIES	149.73	149.73
53636	8/17/2018	00791	128583	8/10/2018	STAFFING SERVICES/07-23 TO 0	3,997.50	3,997.50
53637	8/17/2018	00577	1953	7/25/2018	CAR WASH SERV/ SHOP TRUCK	50.00	100.00
			1958	8/7/2018	CAR WASH SERV/ SHOP TRUCK	50.00	208.99
53638	8/17/2018	00411	800090900888469	8/1/2018	POSTAGE METER REFILL/07-23-	208.99	399.00
53639	8/17/2018	00141	59683	7/26/2018	EMD RECERTS/C. YEE	399.00	822.50
53640	8/17/2018	00060	81718	8/17/2018	RETIREE MED PREM/SEP 2018	822.50	400.00
53641	8/17/2018	00144	18-0809-2	8/9/2018	PSYCH EVAL	400.00	225.00
53642	8/17/2018	00066	160	8/1/2018	WEB HOSTING & LICENSING/SEI	225.00	449.33
53643	8/17/2018	00273	81718	8/17/2018	RETIREE MED PREM/SEP 2018	449.33	529.30
53644	8/17/2018	00079	81718	8/17/2018	RETIREE MED PREM/SEP 2018	529.30	667.49
53645	8/17/2018	00074	603551781080915	7/30/2018	OFFICE SUPPLIES/JUL 2018	667.49	464.75
53646	8/17/2018	00126	81718	8/17/2018	RETIREE MED PREM/SEP 2018	464.75	581.48
53647	8/17/2018	00034	81718	8/17/2018	RETIREE MED PREM/SEP 2018	581.48	

Final Check List
South Bay Regional PCA

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Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
53648	8/17/2018	00036	TALLEY INCORPORATED 10309693	8/6/2018	INSTALL PARTS/PO 701204141	798.22	
			10309276	8/2/2018	INSTALL PARTS/PO 701204141	387.17	
			10308477	7/25/2018	INSTALL PARTS/PO 701204139	29.77	1,215.16
53649	8/17/2018	00038	TORRANCE ELECTRONICS 04039	7/31/2018	TECH SHOP SUPPLIES	286.18	286.18
53650	8/17/2018	00131	WEISMAN, LUCIA 81718	8/17/2018	RETIREE MED PREM/SEP 2018	197.76	197.76
53651	8/17/2018	00063	WHELEN ENGINEERING CO., INC 381857	7/18/2018	ION LIGHTS AND FLASHERS/PO	1,115.74	
			384249	7/23/2018	ION LIGHTS/PO 701204132	536.81	1,773.50
			384470	7/24/2018	LED LIGHTS/PO 701204127	120.95	275.00
53652	8/17/2018	00299	WYENN & ASSOCIATES 080818	8/8/2018	POLYGRAPH EXAM	275.00	
53653	8/17/2018	00067	XCEL MECHANICAL SYSTEMS 19439	8/8/2018	ACTUATOR & AIR SUPPLY REPAI	1,693.01	
			19441	8/8/2018	OFFICE INSPECTION- VALVE RE	414.00	2,107.01

Sub total for UNION BANK: 262,858.71

Final Check List
South Bay Regional PCA

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08/16/2018 5:07:22PM

53 checks in this report.

Grand Total All Checks: 262,858.71

Final Check List
South Bay Regional PCA

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09/05/2018 1:30:54PM

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1653	8/31/2018	00069	SOUTHERN CALIFORNIA EDISON3-003-4358-37	8/18/2018	ELEC SERV PUNTA/7-19-18 TO 01	600.13	600.13
1655	8/31/2018	00058	CALPERS 15403626	8/18/2018	GASB 68 RPTS/MEAS. DATE 6-3C	1,050.00	1,050.00
1656	8/31/2018	00046	UNITED PARCEL SERVICE W/1338	8/18/2018	SHIPPING SERV/AUG 03, 2018	36.46	36.46
5428	8/31/2018	00219	INTERNAL REVENUE SERVICE Ben26055	8/31/2018	FEDERAL WITHHOLDING TAX: P/	39,417.24	39,417.24
5429	8/31/2018	00058	CALPERS Ben26057	8/31/2018	PERS RETIREMENT: PAYMENT	31,835.15	31,835.15
5430	8/31/2018	00223	EMPLOYMENT DEVEL DEPT Ben26059	8/31/2018	STATE DISABILITY INSURANCE:	15,872.97	15,872.97
5431	8/31/2018	00222	STATE DISBURSEMENT UNIT Ben26061	8/31/2018	SUPPORT: PAYMENT	184.62	184.62
53654	8/31/2018	00002	AFLAC 862516	8/31/2018	AFLAC INSURANCE: PAYMENT	5,422.11	5,422.11
53655	8/31/2018	00297	ATT CALNET 11766684	8/13/2018	PHONE SERV/07-13 TO 08-12-18	2,594.17	
				8/3/2018	PHONE SERV/07-03 TO 08-02-18	663.00	
				8/13/2018	PHONE SERV/07-13 TO 08-12-18	180.51	
				8/13/2018	PHONE SERV/07-13 TO 08-12-18	95.97	3,533.65
53656	8/31/2018	00097	BASINGER, WILLIAM 081718	8/17/2018	TUITION REIMB/FY 2018-19	607.50	607.50
53657	8/31/2018	00012	CALIFORNIA WATER SERVICE CC4675328235	8/18/2018	WATER SERV HQ/07-17-18 TO 08	239.45	239.45
53658	8/31/2018	00014	CDW GOVERNMENT, INC. NTF9900	8/14/2018	ROUTERS AND ANTENNAS/PO 7	3,390.19	
				8/14/2018	ROUTER/PO 701204149	1,130.06	4,520.25
53659	8/31/2018	00017	CHEM PRO LABORATORY, INC. 639277	8/23/2018	WATER TREATMENT SVCS/AUG	78.50	78.50
53660	8/31/2018	00019	CINTAS CORPORATION #427 427311182	8/24/2018	FLOOR MAT CLEANING/08-24-18	93.27	93.27
53661	8/31/2018	00671	COHEN, MD, MARC R. 002	8/31/2018	MEDICAL DIR SERV/AUGUST 201	4,583.33	4,583.33
53662	8/31/2018	00786	EMPLOYERS ASSURANCE CO 0000000572	8/21/2018	WORKERS' COMP PREM/SEP 20	9,948.30	9,948.30
53663	8/31/2018	00008	FEDERAL SIGNAL CORP 6973349	8/17/2018	LIGHTBARS & LED'S/PO 7012041	4,672.48	4,672.48
53664	8/31/2018	00027	HAVIS INC. IN559420	8/15/2018	DOCKING STATIONS/PO 7012041	8,490.45	8,490.45
53665	8/31/2018	00542	HEARTLAND SERVICES, INC INV187049	8/10/2018	TOUCHSCREEN REPAIR/PO 701;	549.16	549.16
53666	8/31/2018	00221	ICMA RETIREMENT TRUST Ben26053	8/31/2018	DEFERRED COMPENSATION - 3(9,967.01	9,967.01
53667	8/31/2018	00045	L3 COM MOBILE VISION, INC 0321019-IN	7/3/2018	CORD, COIL/PO 701204118	254.40	254.40
53668	8/31/2018	00227	LA COUNTY FIRE DEPT IN0289622	8/20/2018	HAZMAT PERMIT/FY 2018-19	772.00	772.00
53669	8/31/2018	00345	LEHR AUTO S18156	7/27/2018	KEYBOARDS AND TABDOCKS/P(2,539.30	2,539.30
53670	8/31/2018	00087	LIEBERT CASSIDY & WHITMORE 1461654	6/27/2018	ERC MEMBERSHIP/FY 2018-19	3,290.00	3,290.00
53671	8/31/2018	00791	MUNITEMPS 128622	8/19/2018	STAFFING SERVICES/08-11 TO 0.	4,566.25	4,566.25
53672	8/31/2018	00577	NEW LOOK AUTO DETAIL 1963	8/21/2018	CAR WASH SERV/ SHOP TRUCK	50.00	50.00
53673	8/31/2018	00122	RAMOS, LENA 072518	7/25/2018	APCO MEMBERSHIP DUES	69.00	69.00
53674	8/31/2018	00144	SAXE-CLIFFORD PHD, SUSAN 18-0816-6	8/16/2018	PSYCH EVAL	400.00	400.00
53675	8/31/2018	00066	SHARK STUDIOS INC. 161	8/21/2018	WEB HOSTING & LICENSING/OCT	225.00	225.00
53676	8/31/2018	00036	TALLEY INCORPORATED 10310924	8/16/2018	INSTALL PARTS/PO 701204150	154.54	154.54

Final Check List
 South Bay Regional PCA

apChkLst
 09/05/2018 1:30:54PM

Bank : union UNION BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
53677	8/31/2018	00171	9813015394	8/18/2018	CELL PH. CHGS. 07-19 TO 08-18-18	285.71	285.71
53678	8/31/2018	00063	WHELEN ENGINEERING CO., INC:394938	8/14/2018	LED LIGHTS/PO 701204131	3,796.29	
			395354	8/14/2018	LED LIGHTS/PO 701204127	125.03	3,921.32
53679	8/31/2018	00299	WYENN & ASSOCIATES	8/27/2018	POLYGRAPH EXAM	275.00	275.00
53680	8/31/2018	00735	XEROX FINANCIAL SERVICES	8/10/2018	COPIER LEASE/07/30 -08/29/2018	815.95	815.95
Sub total for UNION BANK:						159,320.50	

Final Check List
South Bay Regional PCA

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09/05/2018 1:30:54PM

34 checks in this report.

Grand Total All Checks: 159,320.50



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: September 18, 2018
ITEM NUMBER: 3c
TO: Executive Committee
FROM: Erick B. Lee, Executive Director

SUBJECT: RESOLUTION NO. 317 OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AMENDING RESOLUTION NO. 41 REVISING THE JOB DESCRIPTION FOR TECHNICAL SERVICES MANAGER AND CHANGING THE POSITION TITLE TO ADMINISTRATIVE SERVICES MANAGER, REVISING THE JOB DESCRIPTION FOR FINANCE ADMINISTRATOR AND CHANGING THE POSITION TITLE TO FINANCE & PERFORMANCE AUDIT MANAGER, AND ADDING THE POSITION OF ACCOUNTANT TO THE POSITION CLASSIFICATION PLAN

- ATTACHMENTS:**
1. Resolution No. 317
 2. Original Job Description – Technical Services Manager
 3. Original Job Description – Finance Administrator
 4. Organization Chart

RECOMMENDATION

Staff recommends that the Executive Committee adopt Resolution No. 317 amending Resolution No. 41 to revise the job description for Technical Services Manager and change the position title to Administrative Services Manager, revise the job description for Finance Administrator and change the position title to Finance & Performance Audit Manager, and add the position of Accountant to the Position Classification Plan.

BACKGROUND

With the adoption of Resolution No. 41 in 1981, the Authority established its Position Classification Plan (“Plan”). The descriptions of classes of positions contained in the Plan cover all positions in the classified and unclassified service of the Authority. Each job description is intended to be descriptive and explanatory and includes a class title, job summary, examples of major duties, a statement of minimum qualifications (including education, licenses and experience), and a summary of necessary knowledge, skills and

abilities. Upon a recent review of the Authority's records, staff has identified discrepancies between the Plan and the Authority's Memorandum of Understanding (MOU) with its Management and Confidential Employees.

DISCUSSION

The Authority currently employs an Administration Manager, a position that is covered by the MOU. However, this position was never established in the Plan as an official job classification. Rule III, Section 3 of the Authority's *Rules and Regulations for the Administration of the Competitive Service System* requires the Executive Director to allocate every position in the classified service to one of the classes established by the Plan. The duties of the Administration Manager correlate closely to the Technical Services Manager classification, which was properly established in the Plan and exists in the current MOU. The Executive Director plans to allocate the current Administration Manager to the Technical Services Manager classification. Since the job description for this classification was last revised in 1981 (Attachment #2), an update to reflect current and needed job duties is necessary. Additionally, staff recommends the title of this classification be changed to Administrative Services Manager to more accurately reflect the scope of responsibilities associated with this classification's responsibility for overseeing the newly created Administrative Services Department.

Staff has also identified the need to reorganize positions within the Finance Department. For many years—and up until earlier this month—the Authority has employed a Finance Manager, a position that is covered by the MOU. However, like the Administration Manager, this position was also never established in the Plan as an official job classification. The classification in the Plan with duties closest to the Finance Manager is Finance Administrator. Since the job description for this classification was last revised in 1981 (Attachment #3), an update to reflect current and needed job duties is necessary to begin the recruitment to fill this vacancy. Additionally, staff recommends the title of this classification be changed to Finance & Performance Audit Manager to more accurately reflect the organizational performance and effectiveness components that have been proposed for this classification. The recruitment process for this position will commence within the next few days.

Furthermore, staff has identified the need for additional resources in the Finance Department. For the past three years, staffing in this department has consisted of only one employee. Due to the complexity of local government finance activities, coupled with the need to ensure proper checks, balances and redundancies are in-place within the Authority's administration, staff has determined that one employee is not enough to properly administer this important area of the agency's business. As such, staff recommends adding an accountant position to this work group. The MOU covers the position of Financial Accountant, which was filled for many years prior to 2015. However, as with the issues related to the Administration Manager and Finance Manager, the Financial Accountant position was never established in the Plan as an official job classification. As such, the recommended resolution would add the new classification of Accountant to the Plan. With the reallocation of the incumbent Administration Manager to the Administrative Services Manager (FKA Technical Services Manager) position, funding for this new Accountant position would be derived from salary and benefits savings from the now vacant Administration Manager position. Staff anticipates beginning the recruitment process for this position in October 2018.

With these changes, the Authority will have three (3) departments: Administrative Services, Finance, and Operations. An updated organization chart is included as Attachment #4 to this report.

FISCAL IMPACT

None.

ATTACHMENT #1

Agenda Item 3c

RESOLUTION NO. 317

RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AMENDING RESOLUTION NO. 41 REVISING THE JOB DESCRIPTION FOR TECHNICAL SERVICES MANAGER AND CHANGING THE POSITION TITLE TO ADMINISTRATIVE SERVICES MANAGER, REVISING THE JOB DESCRIPTION FOR FINANCE ADMINISTRATOR AND CHANGING THE POSITION TITLE TO FINANCE & PERFORMANCE AUDIT MANAGER, AND ADDING THE POSITION OF ACCOUNTANT TO THE POSITION CLASSIFICATION PLAN

WHEREAS, Article VI of the Authority's Bylaws grants the Executive Committee full control and management of the affairs of the Authority, and also establishes the Executive Committee as the administrative governing body of the Authority with plenary powers to take all actions necessary and appropriate to accomplish the general purposes of the Authority;

WHEREAS, the South Bay Regional Public Communications Authority, pursuant to Resolution No. 39, has established a competitive classified service system for its employees;

WHEREAS, Section 1.05(c) of Resolution No. 39 authorizes the Executive Director, as the Personnel Officer of the Authority, to recommend to the Executive Committee, revisions and amendments to the Authority's classified service system for its employees;

WHEREAS, Section 1.05(c) of Resolution No. 39 and Rule III, Section 1, of Resolution 283, authorizes the Executive Director to prepare revisions to the Authority's job/position classification plan including position specifications in the classified service, and for such revisions to become effective upon approval by the Executive Committee;

WHEREAS, the Executive Committee, as the governing board of the Authority, has now determined, as a matter of policy, that the revision of the job description for the position of Technical Services Manager and changing of the position title to Administrative Services Manager should be approved so as to maintain the efficiency of the Authority's operations.

WHEREAS, the Executive Committee, as the governing board of the Authority, has now determined, as a matter of policy, that the revision of the job description for the position of Finance Administrator and changing of the position title to Finance & Performance Audit Manager should be approved so as to maintain the efficiency of the Authority's operations.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the South Bay Regional Public Communications Authority:

SECTION 1. The job/class description for Technical Services Manager in Resolution No. 41 is hereby amended as follows:

- A. The job classification of Technical Services Manager shall be re-title to Administrative Services Manager; and
- B. The job description for the Administrative Services Manager position shall be as indicated in Exhibit A which is attached to this resolution.

SECTION 2. The job/class description for Technical Services Manager in Resolution No. 41 is hereby amended as follows:

- A. The job classification of Finance Administrator shall be re-title to Finance & Performance Audit Manager; and
- B. The job description for the Finance & Performance Audit Manager position shall be as indicated in Exhibit B which is attached to this resolution.

SECTION 3. The job/class description for Accountant in Resolution No. 41 is hereby added to the Position Classification Plan as follows:

- A. The job description for the Accountant position shall be as indicated in Exhibit C which is attached to this resolution.

The secretary shall certify to the adoption of this Resolution by the Executive Committee of the South Bay Regional Public Communications Authority.

Passed, approved, and adopted in a meeting held on the 18th day of September, 2018 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Arnold Shadbehr, Vice Chair
Executive Committee

Erick B. Lee, Secretary
Executive Committee

Exhibit A

ADMINISTRATIVE SERVICES MANAGER

JOB SUMMARY

Working under the direction of the Executive Director, performs highly responsible and complex professional administrative work and plans, directs, manages, and oversees the functions, programs and operations of the Administrative Services Department including human resources, recruitment and selection; records management; benefits administration; professional standards; risk management; labor relations; facility management; the Technical Services Division; and public relations communications.

MAJOR DUTIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

- Directs and coordinates the administration of the recruitment and selection processes, including background investigations, and the employee benefits, peer support, mentoring, and orientation programs.
- Manages the recruitment program and works with a variety of personnel and consultants to select candidates for the classified service.
- Monitors federal and state laws and regulations as they relate to personnel matters and recommends changes to the Authority's policies and procedures.
- Organizes and maintains a variety of complex, confidential and sensitive records and files related to human resources functions.
- Ensures Authority compliance with various federal and state regulations as they relate to personnel functions such as the American with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, California Family Rights Act, Health Insurance Portability and Accountability Act, and Workers Compensation law.
- Oversees the professional standards program, conducting investigations into allegations of misconduct and recommending disciplinary action in accordance with state law and the Authority's personnel rules and policies.
- Receives and conducts investigations related to employee requests, complaints and/or grievances.
- Serves as a member of the Authority's negotiating team during meet and confer sessions with employee organizations.
- Oversees and manages the City's risk management activities, including but not limited to, worker's compensation, liability and property insurance and safety programs. Acts as a liaison with outside entities in the administration of insurance claims.
- Works closely with supervisors and managers to plan, supervise and monitor Authority safety programs to ensure compliance with safety standards and procedures.
- Identifies conditions, elements and situations of liability concerns and makes recommendations to correct or reduce liability exposure.
- Identifies problems, conducts research, analyzes data, and makes recommendations on a variety of administrative and operational issues.
- Develops, coordinates and administers the Authority's emergency preparedness plans.

- Develops and administers the departmental budget.
- Evaluates plans, policies, systems, and procedures to achieve departmental goals and work plans.
- Plans and evaluates the performance of assigned staff, establishing performance requirements and personal development targets.
- Monitors performance and provides coaching for performance improvement.
- Plans, directs, manages, and oversees the functions, programs and operations of the Technical Services Division, including supervising consultants on various projects as required.
- Plans and implements work associated with the maintenance, cleaning, repair, and renovation of Authority buildings, sites, and facilities.
- Administers and maintains all of the Authority's radio frequency licenses from the FCC and coordinates the intergovernmental usage of these frequencies.
- Analyzes major communications problems and recommends solutions.
- Serves as a liaison between the Authority and user agency police and fire officials concerning the installation, maintenance, and repair of communications and public safety equipment.
- Attends various committee and community meetings as assigned by the Executive Director.
- Prepares written reports, memoranda, letters, resolutions, policies and instructional material.
- Develops, implements and administers management projects and programs.
- Serves as the Authority's custodian of records.
- Serves as the Authority's public information officer.
- May serve as Acting Executive Director during times when the Executive Director is on leave or otherwise unavailable.
- Provides excellent customer service.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

EDUCATION:

- A bachelor's degree from an accredited college or university in public or business administration or a closely related field. A master's degree is desirable.

EXPERIENCE:

- Five years of experience working in a public safety dispatching environment, at least two years of which was as a Communications Supervisor for the Authority.

KNOWLEDGE, SKILLS, AND ABILITIES

KNOWLEDGE OF:

- Principles and practices of public and business administration.
- Supervisory principles, practices and techniques.

- Authority policies and procedures.
- Applicable federal, state and local laws and regulations.
- Pertinent laws governing human resources management, including the Fair Labor Standards Act, OSHA, CalPERS retirement system administration, benefits administration, workers' compensation administration, grievance procedures, disciplinary measures and labor negotiations.

SKILL IN:

- Using a personal computer and applicable software applications, including word processing, spreadsheets, and presentation software.
- Reading, writing and communicating at an appropriate level.

ABILITY TO:

- Effectively handle confidential matters.
- Plan, assign, coordinate and direct work of a large staff in a demanding, stressful, twenty-four hour operation.
- Organize a large body of work to meet established deadlines.
- Develop and implement programs, goals, objectives, policies and procedures.
- Interpret and apply relevant laws, codes, and regulations.
- Evaluate existing programs, policies and procedures and direct the development of improvements for efficient and effective operation.
- Coordinate administrative and other services and functions with outside agencies.
- Think clearly under stress and respond quickly and accurately.
- Prepare analytical and financial reports.
- Prepare and deliver effective public presentations.
- Communicate effectively both orally and in writing, to a broad spectrum of people ranging from line level employees to elected officials.
- Exercise independent judgment and initiative within established guidelines.
- Analyze and recommend solutions to problems and issues.
- Establish and maintain effective and cooperative working relationships with staff, elected and appointed officials, representatives or other governmental agencies.
- Supervise, train and evaluate staff.
- Provide excellent customer service.

Exhibit B

FINANCE & PERFORMANCE AUDIT MANAGER

JOB SUMMARY

Operating as a key member of the Authority's management team, the Finance & Performance Audit Manager ensures all Authority funds are properly managed and accounted for and assists the Executive Director with performance auditing and measurement. Working under the direction of the Executive Director, plans, organizes, and manages the Authority's finance functions, including accounting, purchasing, accounts payable and receivable, payroll, budgeting, cash management, fixed assets, investments, and financial reporting. In collaboration with the Executive Director, develops and monitors performance metrics for the Authority and recommends and implements strategies for measuring and enhancing organizational effectiveness.

MAJOR DUTIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

- Performs and supervises payroll, purchasing, accounts receivable and payable, and general ledger accounting duties, including supervision, review and approval of all disbursements in compliance with all state and federal procedures and reporting to ensure all Authority funds are properly accounted for.
- Supervises assigned staff, completes performance evaluations, provides guidance and training, and implements coaching, counseling or discipline, as required.
- Prepares all accounting reports for management, the Executive Committee, and the Board of Directors.
- Provides financial information in response to requests from management staff and elected and appointed officials.
- Prepares bank reconciliations and maintains the treasurer's ledger.
- Oversees the Authority's investments and investment policy.
- Reviews or prepares reports to be filed with Federal, State, and local agencies.
- Oversees grants administration and grants reporting.
- Assists auditors in the annual preparation and review of accounting records and statements.
- Reviews financial processes for internal controls; makes recommendations to the Executive Director for improvements or changes where necessary.
- Coordinates all aspects of the Authority's annual budget including forecasting, recommending annual revenue and expenditure levels for departments, and work plan development and evaluation.
- Analyzes and solves administrative and budget problems.
- Acts as a resource for management on budget issues and concerns.
- Develops, implements and administers various budget and financial related projects.
- Performs a variety of financial and organizational analysis functions including: computer input and report writing, spreadsheet use and analysis, and computation of statistics.

- Coordinates and assists the development of department work plans, goals and objectives, and staffing issues for budget consideration.
- Conducts management, process and organizational studies including but not limited to workflow analyses, revenue and expense forecasting, organizational structure and alignment, process re-engineering, and long range planning.
- Develops, implements and administers management projects and programs; assists Executive Director with administrative and management duties as directed.
- Develops workload and performance measures and metrics for use and analysis in organizational reviews.
- Conducts research and performs internal management audit reviews, as directed by the Executive Director.
- Assists with contracts administration, as directed by the Executive Director.
- Supervises consultants on various projects as required.
- Prepares, improves, and oversees implementation of internal policies and procedures as directed by the Executive Director.
- Presents financial, budget, and internal audit information and recommendations to management, the Executive Committee, and the Board of Directors.
- Provides excellent customer service.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

EDUCATION:

- A bachelor's degree from an accredited college or university, preferably with concentration in accounting and/or finance. CPA or Certification as a Public Finance Officer from GFOA is desirable.

EXPERIENCE:

- Five years of increasingly responsible experience in accounting or finance with at least two years as a manager or as a supervisor, preferably in a governmental agency.

KNOWLEDGE, SKILLS, AND ABILITIES

KNOWLEDGE OF:

- Principles and practices of public and business administration.
- Generally accepted accounting principles (GAAP) and standard practices, including applicable guidelines and practices as issued by the Government Accounting Standards Board (GASB), Government Finance Officers Association (GFOA), and similar organizations.
- Fund accounting.
- Principles and practices of governmental budgeting, investments, statistics, and auditing.
- Payroll, accounts payable, accounts receivable, purchasing, and cash management reporting practices.
- Internal control methods and practices as related to finance operations.
- Methods and practices of intergovernmental billing.

- Computerized financial systems.
- Supervisory principles, practices and techniques.
- Applicable Federal, State and local laws and regulations.

SKILL IN:

- Using a personal computer and applicable software applications, including word processing, spreadsheets, and presentation software.
- Reading, writing and communicating at an appropriate level.

ABILITY TO:

- Plan, organize, and execute all accounting, budgeting, and financial reporting functions.
- Oversee and process payroll, accounts receivable, and accounts payable invoices and checks.
- Prepare financial statements and complete required reporting, including quarterly reports for the Internal Revenue Service and the Employment Development Department and year-end payroll reports including W2's and 1094C and 1095C reporting for the Affordable Care Act.
- Prepare clear and concise reports for the Executive Director, Executive Committee, and Board of Directors.
- Communicate clearly and effectively both orally and in writing, including making presentations and speaking in a public setting and before the Executive Committee and Board of Directors.
- Demonstrate proficiency in computer-based financial management system.
- Operate a variety of office equipment.
- Maintain an effective working relationship with Authority staff and auditors.
- Effectively supervise Authority employees and oversee outside contractors and consultants.
- Provide excellent customer service to Authority members, clients, and constituents.
- Perform complex financial, statistical analysis using Excel and computerized financial management systems.
- Effectively identify appropriate performance metrics.
- Conduct organization studies and make appropriate recommendations for process improvement and reengineering, workflow analyses, and management audits.
- Stay abreast of new GASB pronouncements and other related accounting and finance rules, regulations, and guidelines.

Exhibit C

ACCOUNTANT

JOB SUMMARY

Under general supervision, performs professional accounting functions involving the preparation and reconciliation of payroll, purchasing, accounts payable and receivable, and accounting records; prepares accounting schedules and worksheets related to special projects and audits; and performs other related duties as assigned.

MAJOR DUTIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

- Processes invoices for payment; inputs data on accounts payable, accounts receivable and payroll in computerized environment.
- Prepares and maintains complex accounting clerical records such as accounts payable, accounts receivable, general accounting and payroll.
- Verifies, reconciles, and inputs employee payroll records and prepares direct deposits; updates personnel status information and contribution rates; prepares and transmits various electronic files, tax forms and payroll records.
- Audits and reconciles daily cash report and journal entries, including cash receipts and disbursements.
- Determines if funds are available and expenditures properly classified; provides analysis of available funds at management request.
- Researches and analyzes transactions to resolve budget problems.
- Assists with preparation of annual budgets.
- Prepares and processes journal vouchers and month-end journal reports.
- Reviews and reconciles monthly bank statements.
- Analyzes invoices and purchase orders for authorized expenses and correct accounting codes.
- Analyzes accounting statements to compare actual and planned revenues; expenditures and sources of variance.
- Allocates interest payments.
- Accrues expenses to balance year-end expenditures.
- Develops and improves internal control policies and procedures with approval from management.
- Creates reports for State, Federal, and grants report filing purposes.
- Develops customized reports and spreadsheets. Provides detailed information to various departments and requesting agencies as needed.
- Participates in the preparation of annual financial reports and assists auditors in the preparation of annual audit reports.

- Ensures compliance with Internal Revenue Service (IRS), Franchise Tax Board (FTB) and Board of Equalization requirements pertaining to vendor-related records; creates income reports for Federal and State filings.
- May provide work direction to accounting and administrative support staff to complete specific accounting projects and records.
- Provides guidance to administrative staff from various departments regarding accounting related procedures.
- May assist in conducting management, process and organizational studies including workflow analysis, revenue and expense forecasting, process re-engineering, and long range planning.
- May assist in conducting research and performing internal management audit reviews as directed by the Executive Director.
- Provides excellent customer service.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

EDUCATION:

- A bachelor's degree from an accredited college or university, preferably with concentration in accounting and/or finance.

EXPERIENCE:

- Two years of accounting experience in a professional or governmental agency is required. Experience involving the preparation of financial reporting statements, performing general accounting analysis and the completion of related accounting tasks, and working with computerized financial management systems is desirable.

KNOWLEDGE, SKILLS, AND ABILITIES

KNOWLEDGE OF:

- Generally accepted accounting principles (GAAP)
- Government Accounting Standards Board (GASB) guidelines and fund accounting
- Payroll, accounts payable, accounts receivable, purchasing, and cash management reporting practices.
- Federal and State payroll tax codes and filing requirements.
- Internal auditing methods and techniques.
- Local government accounting practices.
- Bank statement reconciliation procedures.
- Applicable Federal, State, and local laws and regulations.
- Computerized financial systems.

SKILL IN:

- Using a personal computer and applicable software applications, including word processing, spreadsheets, and presentation software.
- Reading, writing and communicating at an appropriate level.

ABILITY TO:

- Plan, organize, and execute all accounting, budgeting, and financial reporting functions.
- Process payroll, accounts receivable, and accounts payable invoices and checks.
- Prepare quarterly reports for Internal Revenue Service and Employment Development Department and year-end payroll reports including W2's and 1094C and 1095C reporting for the Affordable Care Act.
- Prepare clear and concise reports for the Executive Director, Executive Committee, and Board of Directors.
- Communicate clearly and effectively both orally and in writing
- Demonstrate proficiency in computer-based financial management and system.
- Operate a variety of office equipment.
- Maintain an effective working relationship with Authority staff and auditors.
- Provide excellent customer service to Authority members, clients, and constituents.
- Perform complex financial, statistical analysis using Excel and similar functions with computerized financial management systems.

ATTACHMENT #2

Agenda Item 3c

TECHNICAL SERVICES MANAGERDEFINITION

Under general direction, to plan, organize and direct the activities and functions of the Technical Services Department of the Authority, and do related work, as required. May be required to work weekends, and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Plans, organizes, directs and coordinates the work of analyst and technician staff in the Authority's Technical Services Department in their roles of providing computer system and electronics maintenance service both for the Authority and member agencies; confers with the Executive Director on departmental policies and programs; takes part in the recruitment and selection of personnel to man the Technical Services Department; supervises the evaluation and training of departmental personnel; schedules assigned personnel to maintain minimum manning levels throughout the year; keeps abreast of developments in the field; meets with various officials and citizens in promoting good public relations; meets with various police and fire officials to work out operational problems; assists in the development of procedures manuals, rules and regulation governing the operation of the Technical Services Department; prepares requisition for materials to be purchased for the Department; prepares annual budget requests covering the needs of the Technical Services Department and assists the Executive Director in the control of expenditures of budget appropriations; administers and maintains all F.C.C. licensing requirements; prepares and maintains technical records required by the Federal Communications Commission; analyzes major communications problems and recommends solutions; prepares budget requests and justifications for capital outlay equipment; serves as a liaison between the Authority and user agency police and fire officials concerning installation, maintenance and repair of communications equipment; handles general administrative work involving the operation of the Technical Services Department; attends User Committee and Task Force Committee Meetings on a regular basis, and Board of Director Meetings, when called upon, to provide technical advice and information.

QUALIFICATIONS

Training and Experience: Graduation from high school, or equivalent; five years of experience as a communications equipment repair technician; three years of full-time paid experience in the supervision of assigned communications equipment repair technicians; three years of experience in the design, installation and operation of interactive minicomputer systems; experience with a public safety computer-aided dispatching system and high-level programming is highly desirable.

ATTACHMENT #3

Agenda Item 3c

FINANCE ADMINISTRATORDEFINITION

Under general supervision, to perform responsible bookkeeping and clerical work of moderate difficulty in keeping the financial records and performing the financial activities of the Authority, and to do related work, as required. May be required to work weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Under the guidance of a part-time accountant, establishes, maintains and coordinates the accounting and financial systems of the Authority; aids the Executive Director in fiscal planning, preparation of annual budget and budget control, and internal control functions; establishes accounts for proper budgetary control; prepares reports concerned with the financial status of the Authority and with special financial matters; prepares revenue and expenditure estimates; performs the accounting functions of the Authority, including payrolls, accounts receivable and payable, and related accounting activities; performs the billing and collection activities for Authority assessments and services; advises department heads regarding fund appropriation balances; aids in the development of fiscal policies and procedures; opens, verifies, balances, or adjusts accounts; maintains subsidiary ledgers; posts, assembles, tabulates and compares financial data; checks or prepares invoices, time records, requisitions, purchase orders and similar fiscal documents; keeps various financial records requiring the use of some judgment in choosing from a limited number of alternatives; compares, schedules, indexes, and files bills, vouchers, warrants and other records; makes arithmetical calculations and checks various statistical or accounting tables and reports; assists in preparing and may type accounting, statistical reports, payrolls and schedules; operates adding and calculating machines; keeps records of petty cash transactions and of receipts issued.

QUALIFICATIONS

Training and Experiences: Any combination equivalent to graduation from high school, preferably including or supplemented by courses in bookkeeping or financial record keeping and two years of experience in the maintenance of financial records.

Knowledges, Skills and Abilities: Knowledge of the practices of financial record keeping, including elementary bookkeeping; general office practices and familiarity with the operations of office appliances. Ability to carry out assigned work without close supervision; ability to use good English and spell correctly; make arithmetic calculations quickly and accurately; ability to type accurately. Knowledge of State laws and Authority policies and regulations governing financial management of the Authority. Ability to work effectively with Authority officials and employees in providing them with financial information and assistance.

LICENSE

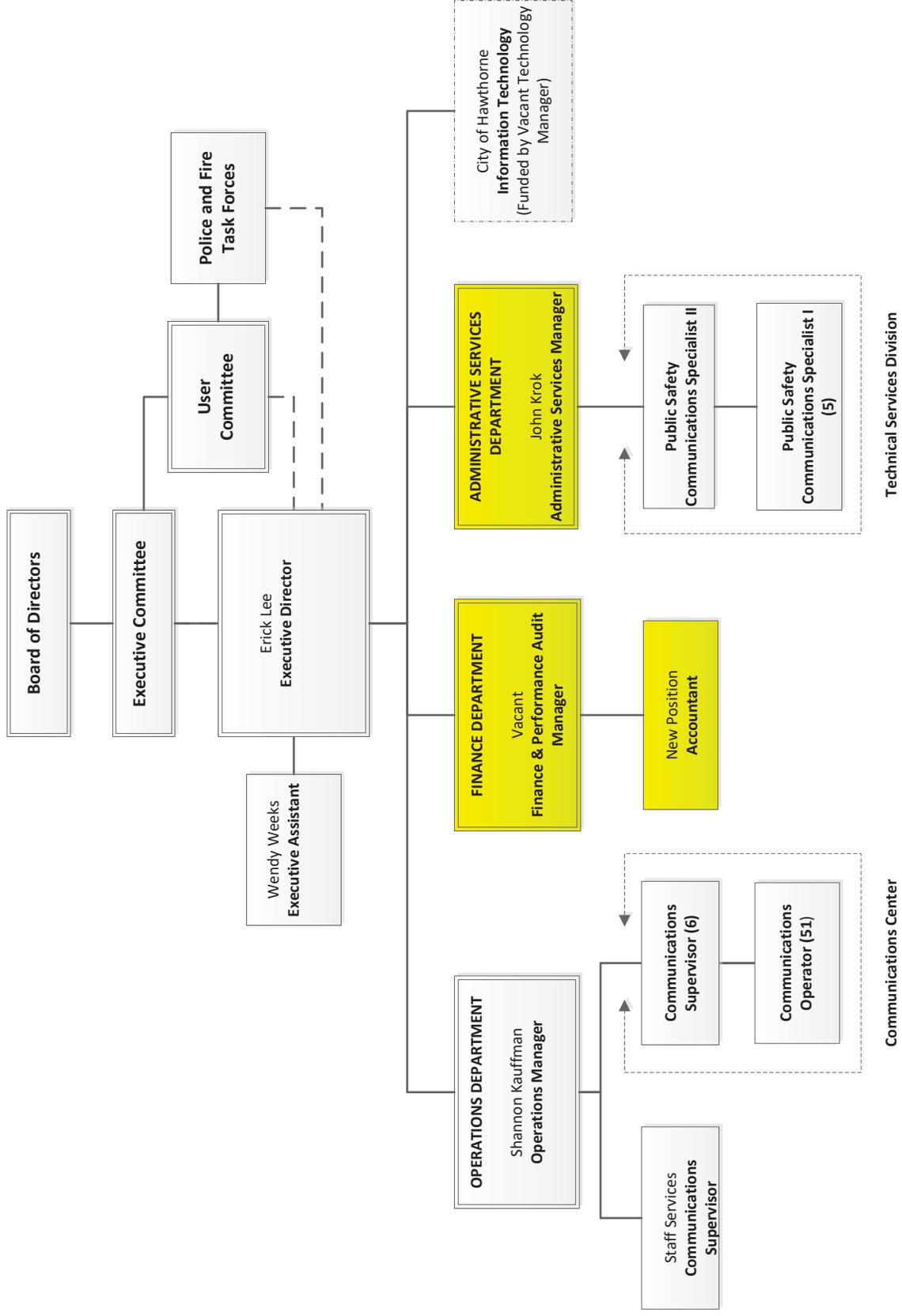
Valid California driver's license at the time of employment.

ATTACHMENT #4

Agenda Item 3c

SBRPCA Organization Chart

Proposed – September 18, 2018





Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: September 18, 2018

ITEM NUMBER: 3d

TO: Executive Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A SIDE LETTER OF AGREEMENT BETWEEN THE MANAGEMENT AND CONFIDENTIAL BARGAINING GROUP AND THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

- ATTACHMENTS:**
1. Side Letter of Agreement
 2. Management & Confidential MOU (Expires June 30, 2019)
 3. Management & Confidential MOU (Expired June 30, 2016)

RECOMMENDATION

Staff recommends that the Executive Committee authorize the Executive Director to execute a side letter of agreement between the Management and Confidential Bargaining Group and the South Bay Regional Public Communications Authority.

DISCUSSION

The Authority's current Memorandum of Understanding (MOU) with its Management and Confidential Employees is for the term July 1, 2016 through June 30, 2019. With the adoption of Resolution No. 315 on August 21, 2018, the title of the job classification of Executive Secretary was changed to Executive Assistant. Additionally, if the Executive Committee adopts Resolution No. 317 as recommended with item 3c on the September 18, 2018 agenda, the positions in the MOU with the titles of Technical Services Manager and Finance Manager would be changed to Administrative Services Manager and Finance & Performance Audit Manager, respectively. As such, it is necessary to amend two areas of the MOU.

The Preamble section (page 1 of Attachment #2) lists the titles of the classified positions covered by the MOU. This section would need to be updated to show the correct position titles covered by this MOU as follows:

- Accountant
- Administrative Services Manager
- Executive Assistant
- Finance & Performance Audit Manager
- Operations Manager

Additionally, Appendix A of the MOU is the salary schedule for all positions in the bargaining group. As a result of adopting Resolutions No. 315 and No. 317, this section would need to be updated to reflect following changes:

UPDATE NEEDED	COMMENTS
Change title of Executive Secretary position to Executive Assistant	Title of the position has changed. Salary schedule remains the same.
Removal of Administration Manager position from the salary schedule	Position is not in the Authority's Position Classification Plan.
Adding of Administrative Services Manager position	<p>Position formerly had the title of Technical Services Manager. That position title is covered by the current MOU, but the salary schedule was omitted from Appendix A.</p> <p>Salary increases provided under the MOU (2%, 2%, and 2%) have been applied to the salary schedule listed in the previous MOU that expired on June 30, 2016 to arrive at the salary schedule listed in Appendix A of the side letter of agreement.</p>
Change title of Finance Manager position to Finance & Performance Audit Manager	Title of the position has changed. Salary schedule remains the same.
Adding of Accountant position	<p>Position formerly had the title of Financial Accountant. That position title is covered by the current MOU, but the salary schedule was omitted from Appendix A.</p> <p>Salary increases provided under the MOU (2%, 2%, and 2%) have been applied to the salary schedule listed in the previous MOU that expired on June 30, 2016 to arrive at the salary schedule listed in Appendix A of the side letter of agreement.</p>

FISCAL IMPACT

None.

ATTACHMENT #1

Agenda Item 3d

**SIDE LETTER OF AGREEMENT BETWEEN
THE MANAGEMENT AND CONFIDENTIAL BARGAINING GROUP
AND THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**

This Agreement is hereby entered into between the South Bay Regional Public Communications Authority ("Authority") and the Management and Confidential Bargaining Group ("Management Group").

The Management Group and the Authority have agreed to modify language contained in the Preamble (List of Job Classifications) and Appendix A (Salary Schedules) of the Memorandum of Understanding ("MOU") dated July 1, 2016 through June 30, 2019 between the Management Group and the Authority. The intent of this Side Letter is to modify the Preamble to clarify the job classifications covered by the MOU and their associated salaries in Appendix A.

PREAMBLE. THIS AGREEMENT is made and entered into by and between the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ("Authority") and MANAGEMENT AND CONFIDENTIAL EMPLOYEES ("Employees") employed under the following job classifications:

Accountant
Administrative Services Manager
Executive Assistant
Finance & Performance Audit Manager
Operations Manager

It is binding upon Authority only upon approval of the Executive Committee and shall apply from July 1, 2016 through June 30, 2019.

APPENDIX A

ACCOUNTANT

Salary Schedule	FY 16-17		FY 17-18		FY 18-19	
	Monthly	Hourly	Monthly	Hourly	Hourly	Monthly
Step A	\$7,188.89	\$ 41.4752	\$7,332.67	\$ 42.3047	\$7,479.32	\$ 43.1508
Step B	\$7,548.33	\$ 43.5489	\$7,699.29	\$ 44.4199	\$7,853.28	\$ 45.3082
Step C	\$7,925.75	\$ 45.7263	\$8,084.26	\$ 46.6409	\$8,245.95	\$ 47.5737
Step D	\$8,322.04	\$ 48.0127	\$8,488.48	\$ 48.9729	\$8,658.25	\$ 49.9524
Step E	\$8,738.14	\$ 50.4133	\$8,912.90	\$ 51.4216	\$9,091.16	\$ 52.4500

ADMINISTRATIVE SERVICES MANAGER

Salary Schedule	FY 16-17		FY 17-18		FY 18-19	
	Monthly	Hourly	Monthly	Hourly	Hourly	Monthly
Step A	\$9,198.20	\$ 53.0675	\$9,382.16	\$ 54.1289	\$9,569.80	\$ 55.2115
Step B	\$9,635.71	\$ 55.5917	\$9,828.42	\$ 56.7035	\$10,024.99	\$ 57.8376
Step C	\$10,099.20	\$ 58.2658	\$10,301.19	\$ 59.4311	\$10,507.21	\$ 60.6197
Step D	\$10,581.21	\$ 61.0466	\$10,792.84	\$ 62.2676	\$11,008.70	\$ 63.5129
Step E	\$11,092.90	\$ 63.9987	\$11,314.76	\$ 65.2787	\$11,541.05	\$ 66.5843

EXECUTIVE ASSISTANT

Salary Schedule	FY 16-17		FY 17-18		FY 18-19	
	Monthly	Hourly	Monthly	Hourly	Hourly	Monthly
Step A	\$6,521.78	\$ 37.6264	\$6,652.21	\$ 38.3789	\$6,785.26	\$ 39.1465
Step B	\$6,977.86	\$ 40.2577	\$7,117.42	\$ 41.0628	\$7,259.77	\$ 41.8841
Step C	\$7,433.92	\$ 42.8888	\$7,582.60	\$ 43.7466	\$7,734.25	\$ 44.6216
Step D	\$7,890.01	\$ 45.5201	\$8,047.81	\$ 46.4305	\$8,208.76	\$ 47.3592
Step E	\$8,346.07	\$ 48.1513	\$8,512.99	\$ 49.1143	\$8,683.25	\$ 50.0966

FINANCE & PERFORMANCE AUDIT MANAGER

Salary Schedule	FY 16-17		FY 17-18		FY 18-19	
	Monthly	Hourly	Monthly	Hourly	Hourly	Monthly
Step A	\$9,428.76	\$ 54.3977	\$9,617.33	\$ 55.4857	\$9,809.68	\$ 56.5954
Step B	\$9,877.04	\$ 56.9840	\$10,074.58	\$ 58.1237	\$10,276.07	\$ 59.2862
Step C	\$10,351.18	\$ 59.7195	\$10,558.21	\$ 60.9139	\$10,769.37	\$ 62.1322
Step D	\$10,846.27	\$ 62.5758	\$11,063.20	\$ 63.8274	\$11,284.46	\$ 65.1039
Step E	\$11,369.67	\$ 65.5955	\$11,597.07	\$ 66.9074	\$11,829.01	\$ 68.2456

OPERATIONS MANAGER

Salary Schedule	FY 16-17		FY 17-18		FY 18-19	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$9,613.79	\$ 55.4652	\$9,806.06	\$ 56.5745	\$10,002.18	\$ 57.7060
Step B	\$10,094.47	\$ 58.2385	\$10,296.36	\$ 59.4032	\$10,502.29	\$ 60.5913
Step C	\$10,599.19	\$ 61.1503	\$10,811.17	\$ 62.3733	\$11,027.39	\$ 63.6208
Step D	\$11,129.15	\$ 64.2079	\$11,351.73	\$ 65.4920	\$11,578.77	\$ 66.8019
Step E	\$11,685.61	\$ 67.4183	\$11,919.32	\$ 68.7666	\$12,157.71	\$ 70.1420

For the Management Group:

Date:

Shannon Kauffman

For the Authority:

Date:

Erick B. Lee
Executive Director

ATTACHMENT #2

Agenda Item 3d

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH BAY REGIONAL
PUBLIC COMMUNICATIONS AUTHORITY
AND MANAGEMENT AND CONFIDENTIAL EMPLOYEES**

JULY 1, 2016 through JUNE 30, 2019

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ("Authority") and MANAGEMENT AND CONFIDENTIAL EMPLOYEES ("Employees") employed under the following job classifications:

Operations Manager
Administration Supervisor
Technical Services Manager
Finance Manager
Executive Secretary
Financial Accountant

It is binding upon Authority only upon approval of the Executive Committee and shall apply from July 1, 2016 through June 30, 2019.

ARTICLE 1 -- CONCLUSIVENESS OF AGREEMENT

Section 1.1 -- Agreement Conclusive. This Agreement contains all of the promises and agreements of the parties. Therefore, for the life of this Agreement neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether that issue was raised at a meet and confer session preceding this Agreement or not, unless the parties agree to bargain about it. There are two sub-groups of employees, which are defined as: Group A employees are employees with a hire date prior to October 25, 2011; Group B employees with a hire date after October 25, 2011.

ARTICLE 2 -- MANAGEMENT RIGHTS

Section 2.1 -- Management Rights. Authority retains all rights not specifically delegated by this Agreement, including but not limited to the exclusive right to determine the mission of its constituent sections; set employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The determination of whether or not an emergency exists is solely within the discretion of Authority and is expressly excluded from the grievance procedure.

ARTICLE 3 -- NO STRIKE, NO LOCKOUT

Section 3.1 -- Work Interruption. During the life of this Agreement, Employees will not cause, authorize, advise or encourage any interruption of work or any other concerted action. The term "interruption of work" shall include any work stoppage or strike (including economic and unfair labor practices) or any picketing or boycott activities by employees, and refusal to work on and handle equipment or produce any materials or services because of a labor dispute.

Section 3.2 -- Lockout. Authority will not lock out any employee.

Section 3.3 -- Discipline. Any employee engaging in any action prohibited by this article shall be subject to immediate discharge or such other discipline as Authority may assess. Such discharge or discipline shall not be reviewable through any grievance procedure.

ARTICLE 4 -- SAVINGS PROVISION

Section 4.1 -- Separability. Should any provision of this Agreement be declared illegal or invalid by decision of a Court of Law or any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and to attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

ARTICLE 5 -- HARASSMENT AND DISCRIMINATION

Section 5.1 -- No Discrimination. Employees and Authority agree not to discriminate against any employee or applicant because of age, sex, race, national origin and/or religion.

Article 5.2 -- No Harassment. Authority expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to or rejection of such conduct. Any employee who believes that he or she is the victim of such harassment, whether sexual, racial, ethnic or religious, is required to immediately report the conduct to a supervisor, manager or Executive Director. Any employee who engages in such conduct is subject to disciplinary action, including immediate discharge.

ARTICLE 6 -- ATTENDANCE AND LEAVES

Section 6.1 -- Bereavement Leave (Death in Immediate Family). In the event of death of a member of the employee's immediate family, bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave will be compensated for at the straight day rate.

Immediate family is construed to mean the father, mother, husband, wife, brother, sister, child, step-child, mother-in-law, father-in-law, legal guardian, foster child or foster parent, or any of either of them. Grandparent or grandchild is also considered immediate family. A maximum of three days may be granted for such leave. Absence under this section is not chargeable to sick leave.

Section 6.2 -- Compensatory Time Off. Compensatory time off may be granted by the Executive Director as an alternate method of compensation for overtime work. The rate of compensatory time shall be as required by law. No employee shall accrue more than one hundred sixty (160) hours of such compensatory time. Should any employee exceed one hundred sixty (160) hours of accrued compensatory time, she/she shall receive pay in lieu thereof.

Section 6.3 -- Holidays.

(a) Offices Closed. Authority administrative offices shall be closed on the following nine (9) holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; day after Thanksgiving; Christmas Eve; and Christmas Day. If one of the holidays falls upon a Sunday, the Monday following shall be observed as the holiday. If one of the holidays falls on a Saturday, the Friday preceding shall be observed as the holiday.

(b) Paid Floating Holidays. In addition to the fixed holidays listed above, all full-time employees, other than temporary employees, will be paid for seven floating holidays when taken anytime during the calendar year. There shall be no limit as to the number of floating holidays taken at one time, so long as the ones taken have been awarded. It should be noted that floating holidays do not carry over from year to year, but must be used during the year in which awarded. An individual must be a SBRPCA employee, on paid status, for six days in each pay period in order to be awarded a paid floating holiday for that pay period.

Accrual of floating holidays shall be handled as follows:

- (1) Permanent employees shall be awarded all floating holidays on January 1 of each year.
- (2) Probationary employees will receive floating holidays dependent upon their hire date, arranged as follows:

<u>Hire Date</u>	<u>Number Awarded</u>	<u>When Awarded</u>
Jan 1-Feb 28 (29)	7	4 on hire date, 3 on July 1
Mar 1-Apr 30	6	3 on hire date, 3 on July 1
May 1-June 30	5	2 on hire date, 3 on July 1
Jul 1-Aug 31	4	On hire date
Sep 1-Oct 31	3	On hire date
Nov 1-Dec 31	2	On hire date

Upon employment termination, floating holidays awarded but not used will be compensated for at the straight daytime pay rate.

Section 6.4 -- Hours of Work. All administrative offices of Authority shall be kept open for business on all days of the year, except Saturdays, Sundays and designated holidays, from 8:00 A.M. to 5:00 P.M. Employees shall be required to work a minimum of eight hours per day, but may work "10/40" or "9/80" plans according to schedules approved by the Executive Director.

(a) Work Week. A work week is a period of seven consecutive days, beginning at 12:00 Midnight on Friday and ending at 12:00 Midnight on the following Friday.

(b) Work Day. A work day is a period of twenty-four hours beginning at 12:00 Midnight and ending at 12:00 Midnight on the following day.

Section 6.5 -- Injury Leave. Each employee, regardless of category of employment, is authorized injury leave when the employee suffers an illness or injury while on duty or arising in and out of the course of employment. In such cases, the employee is eligible to receive compensation as provided for in the State Workers' Compensation Act. At no time may an employee use accumulated sick leave for an injury or illness which is compensable under the provisions of the Workers' Compensation Act of the State of California.

Section 6.6 -- Jury Duty Leave. Any full-time employee of the Authority who is duly summoned for jury duty during the time regularly required for the employee's office or employment, and who submits a copy of the jury duty summons to the Authority, shall be entitled, while actually serving, to the employee's regular compensation up to a maximum of fifteen (15) calendar days, provided the employee deposits with the Authority, all fees received for service. No overtime payment to the affected juror shall result from jury duty. Court-paid mileage fees may be retained by the individual. If an employee, while serving on jury duty, is temporarily released from actual service for twenty-five percent (25%) of their scheduled day or more, said employee shall report to the Authority for work during such period of temporary release. Employee will not be compensated for jury service on the employees' scheduled day off.

Section 6.7 -- Unpaid Leaves of Absence. An unpaid leave of absence not to exceed 90 calendar days may be granted to an employee for good cause providing operational requirements are met. Leaves of absence shall not be granted during holiday seasons or when there is a personnel shortage, unless there are other employees sufficiently trained and willing to do the additional work. Leave of absence must be approved by the Executive Director and his/her decision is final.

The length of leave of absence granted shall be based on the employee's length of continuous service with the Authority.

Less than one year	10 calendar days maximum
One year to less than three	30 calendar days maximum
Three years to less than five	60 calendar days maximum
Five years or more	90 calendar days maximum

Granting of a leave of absence will take into account all other employees' approved leave time. In no case shall more than one full-time employee be absent on approved leave of absence at the same time.

Request Procedures

Only one unpaid leave of absence may be granted an employee in a calendar year. Except in case of emergency, a written and fully documented request for leave of absence should be received by the Executive Director at least 30 calendar days prior to the effective date of the leave. In all cases, employee must use appropriate leave entitlements before requesting an unpaid leave of absence. Once an employee is on leave of absence, accrued leave entitlements may not be used. Leaves of absence are not to be used to circumvent the vacation and holiday scheduling process. When an employee is unable to request a leave of absence, due to injury, illness, travel or similar reason, they may be administratively placed on leave of absence.

Benefits

Sick leave, holidays and vacation leave do not accrue during an unpaid leave of absence. Seniority, time in service, performance evaluation scheduling, and eligibility for merit increases are affected by an unpaid leave of absence. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed 30 days after the beginning of the unpaid leave of absence. General wage increases granted to other employees during the leave of absence will not be implemented until the employee actually returns to work.

Return to Work

Employees returning from a leave of absence of more than 10 calendar days will notify the Executive Director two weeks before their actual return date. The employee will be returned to their original job status.

Extension of Leave

Employees may request extension of their approved leave of absence, as long as they do not exceed the maximum time allowed for their years of service. Such request should be in writing and received the Executive Director two weeks in advance of the expiration of their leave. Extension of the leave of absence must be approved by the Executive Director and his/her decision is final.

Cancellation of Leave

An employee may request cancellation of an approved leave of absence at any time before or during said leave. A written request will be submitted, explaining the reason for cancellation.

Violating Leave of Absence

The following constitute violations of the spirit and intent of grant leave of absence, and shall result in automatic quit by the employee or termination of the employee.

- (a) Employees who engage in or apply for other employment while on leave of absence, will be considered as having quit without notice. No termination benefits will be paid by Authority.
- (b) Employees who fail to return from leave of absence on the prescribed day, and have not obtained an extension, will be considered as having quit without notice. No termination benefits will be paid by Authority.
- (c) Employees who obtain an approved leave of absence through fraud or misrepresentation, shall be subject to discharge.

Last Minute Requests

An employee must receive prior written approval to be on leave of absence. Last minute requests for leave of absence, without prior approval, shall be considered unauthorized absence from duty unless it is deemed an emergency by the Executive Director and employee.

Section 6.8 -- Maternity Leave.

No less than, all provisions provided for by California State and/or Federal law shall be granted to full-time employees.

Section 6.9 -- Military Leave. Military leave shall be granted to full-time employees in accordance with the provisions of State of California law. All full-time employees entitled to military leave shall give the Executive Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Section 6.10 -- Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three months of continuous service. Accrual of this leave begins with the first day of the first pay period after day of hire and at the rate of ten hours per month. An eligible employee may accrue a maximum of 500 hours of paid sick leave.

(a) General Sick Leave Policy. Sick leave is not a discretionary privilege, but is allowed only in case of necessity and actual sickness. Up to 50% of the annual accrual, may, however, be used for family illnesses requiring the physical presence of the employee (for purposes of this section, family is defined as a spouse, parents and/or children residing in the household), or for routine doctor, visual care, and dental appointments with advance supervisor's approval. All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with the Personnel Office.

No employee will accrue sick leave unless at least six days are worked during each payroll period. Approved paid sick leave, paid vacation leave, paid bereavement leave, temporary military leave of absence or absence due to work connected disability shall be considered to be time worked under this section. When an employee has used all accumulated sick leave, further absence shall be charged to any and all accrued vacation leave and compensatory time. Employees receiving state disability payments will not be required to exhaust vacation leave and compensatory time while on disability.

(b) Conditions for Eligibility for Sick Leave Compensation. To receive paid sick leave, the employee must meet the following conditions:

(1) When the employee is absent for three or more consecutive working days, a doctor's certification of illness will be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for lesser absences to establish proof of illness. Submittal shall be made upon return to work.

(2) Employees returning from an absence due to illness or disability may be required to be examined by Authority's physician at Authority expense.

(3) At no time will sick leave be authorized for injuries compensable under Worker's Compensation Insurance.

(c) Ineligible Employee. If deemed ineligible for sick leave compensation, an employee may be subject to progressive discipline and/or loss of pay.

(d) Checking Validity of Employee's Illness. The Authority reserves the right to periodically check validity of employee's illness or a family member's illness through telephone or personal contact when the Authority has reasonable suspicion that the employee is feigning illness of him or herself or the family member.

(e) Sick Leave a Privilege. The employee, the bargaining unit, and the Authority recognize that sick leave is a privilege granted to the employee and should be viewed by the employee as insurance, and is not to be considered a means of compensation or extra vacation.

Section 6.11 -- Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of six months of continuous service. Accrual of this leave begins with the first day of the first pay period after day of hire. Upon employment termination, vacation leave is computed up to and including the last day worked. Vacation leave shall be earned in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Work Hours Per Month</u>	<u>Work Hours Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	8	96	120
5 through 9	12	144	240
10 or more	16	192	336

The Vacation Year shall be the Calendar Year. All accumulation maxima shown above are as of each succeeding January 1, with no limit on accumulation between each January 1. If requirements of the service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the Calendar Year, a maximum of 20 hours in addition to the accrual maxima may be carried over for use not later than February 1 of the following Calendar Year.

No employees will accrue vacation leave unless at least six days are worked during each payroll period. Approved paid sick leave, paid vacation leave, paid bereavement leave, temporary military leave for active duty, or absence due to work-connected disability, shall be considered to be time worked under this section.

Section 6.12 – Administrative Leave. Each full-time employee is eligible for Administrative Leave upon completion of twelve months in a management position. An award of 48 hours each calendar year will be provided to each full-time employee and may be used at the employee's discretion after the approval of the Executive Director. Upon employment termination, Administration Leave will be compensated hour for hour for the unused leave during that same year. There will be no accumulation from year to year and will be forfeited if unused in the calendar year.

ARTICLE 7 -- SPECIAL PAY

Section 7.1 -- Acting Pay. Employees assigned to a higher position in an acting status during the absence of an incumbent or to fill a vacancy until the vacancy can be filled by appointment, shall receive an additional rate of 10% above their hourly salary.

Eligibility for compensation shall begin only when the incumbent of the higher position certifies the ability of the employee to fill the higher position.

Section 7.2 -- Payment for Unused Sick Leave (Optional). Each full-time employee may convert, for cash, a limited number of hours of sick leave twice each year; the last pay period in May and the last pay period in October. No one will be required to do this, but may, if desired. Leave balances will be determined as of the end of the pay period immediately preceding the last pay periods in November and May. The dollar value of the hours converted will be determined by the completed years of service shown below payment will be calculated as a percentage of the employee's day-time rate; a separate check may be issued for this amount.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less than 2	100	85% of day-time pay rate
2 or more	120	85% of day-time pay rate

Section 7.3 -- Payment for Unused Vacation Leave (Optional). Each full-time employee may convert, for cash, a limited number of hours of vacation leave twice each year; the last pay period in May and the last pay period in October. No one shall be required to do this, but may, if desired. Leave balances will be determined as of the end of the pay period immediately preceding the last pay periods in November and May. The dollar value of the hours converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's day-time rate; a separate check may be issued for this amount.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less than 2	60	100% of day-time pay rate
2 or more	100	100% of day-time pay rate

Section 7.4 -- Court Pay. Payment shall be made to any Authority employee who, when in an off-duty status, is required by a subpoena of an officer of the Court, or competent authority, to appear in court and provide testimony in matters on behalf of the Authority or its member agencies that relate to performance of duties as an Authority employee at the prescribed overtime or compensatory time rate for all hours such employee must remain at the Court. Employees who receive Court pay shall retain any witness fees they receive as a result of the subpoena. Court-paid mileage fees may be retained by the individual.

Section 7.5 -- Overtime Work. Overtime work is work performed by an employee at times other than those normally required for the employee's employment, that is, more than 80 hours per pay period. Any other provision of this agreement, notwithstanding any dispute or question of fact as to what time or times are normally required for the employment of any person, shall be decided by the Executive Director, and his decision shall be final.

In case of emergency, or whenever the public interest or necessity requires, any department may require any employee in such department to perform overtime work. No employee shall be required to perform overtime work, except in accordance with approved policies and upon the approval of the Executive Director. Overtime shall not be paid in those cases where an employee is called back from paid leave. In this case, the employee shall be deemed to have returned to regular work status, be paid regular salary, and not be charged for paid leave for those hours actually worked.

Section 7.6 -- Retirement. Authority has a contract with the California Public Employees' Retirement System (CalPERS) for coverage under the basic plan for non-safety employees without modifications. All full-time employees who work more than half time (more than an average of eighty-seven (87) hours per month or more than a total of five hundred twenty-two [522] hours in a six [6] month period) or who have qualified for retirement coverage under CalPERS by virtue of previous employment with Authority or elsewhere, are required to participate in this system. For employees hired prior to October 25, 2011, the Authority shall provide a CalPERS contract of two percent (2%) at fifty-five (55) based on the employee's single highest year.

(a) Effective July 1, 2014, Group A employees (with a hire date prior to October 25, 2011), will contribute one quarter of the employees' contribution CalPERS rate or one and three quarters percent (1.75%) of their salary, including all special pays and on July 1, 2015 will contribute an additional one quarter of the employee's contribution CalPERS rate or one and three quarters percent (1.75%) of their salary, including all special pays for a total of three and one half percent (3 ½ %).

For Group B employees (with a hire date after October 25, 2011), the Authority shall provide a CalPERS contract of two percent (2%) at sixty (60), based on the employees' three (3) highest consecutive years. These employees will also contribute the full seven percent (7%) of their salary, including special pays, toward the employee's contribution.

Section 7.7 -- Severance Pay. Employees shall be entitled to thirty days written notice, payment of accrued sick leave (up to 80 hours), vacation leave, personal leave, compensatory time and holiday accrual time (all accumulated), and payment of one month's pay at the straight day rate in the event that the Authority is dissolved while employee is still employed at the time the decision is made by the Board to dissolve. After the employment of six years an employee shall be entitled to receive an additional one-month's pay at the straight day rate, but only in the event that the Authority is dissolved while employee is still employed at the time the decision is made by the Board to dissolve. In no event shall the amount received by employee exceed the balance of the

contract period. In order to receive the additional month's pay entitlements, the employee must continue at work until the specific date of dissolution or until told by Authority that their services are no longer needed.

Section 7.8 -- Termination Pay. Upon termination, the employee will be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 6.11 for completed service) and holiday compensatory time earned but not taken, if in accordance with the limitations established above. Accrued sick leave is not compensable on termination. Payment for accrued compensatory time is authorized by Section 6.2.

Section 7.9 -- Travel Allowance. Subject to the audit and approval of the Executive Director or his designee, employees of the Authority shall (except where a specific allowance for automobile use is made) be entitled to receive expense reimbursements for furnishing to said Authority their own personal automobiles in the performance of the duties necessarily incident to their respective offices or employment, at the Internal Revenue Service's (IRS) prevailing rate. All mileage expense reimbursement requests under this section must be rendered within thirty (30) days after the last date upon which the use was made, and must indicate the specific purpose for which the automobile was used.

Section 7.10 -- Merit Pay. Each full-time employee shall receive an annual merit payment according to the following schedule.

<u>Anniversary</u>	<u>Amount Payable</u>
10	400
11	450
12	500
13	550
and so on	

Section 7.11 -- Educational Reimbursement. The Authority agrees to an educational (college or university courses) reimbursement of \$3,000 per year for books and tuition, upon successful completion with a grade level of "C" or better and if job related and pre-approved by the Executive Director. Course transcripts and receipts must be provided. Educational reimbursement will be increased to \$3,500 in fiscal year 2014-2015 and \$4,000 in fiscal year 2015-2016. The definition of "job related" shall be determined by the Executive Director, whose decision shall be final.

Section 7.12 -- New Client Award. When a new "Client" or "Member" agency is added to the Authority, a fixed dollar amount equal to 5% of each member's base salary will be awarded on the date the contract for services is signed. On this anniversary date each year thereafter, this fixed dollar amount will be awarded to each member. Only those members who were in this bargaining group as of July 1, 2016 shall be eligible for this award.

Section 7.13 -- Computer Loan Program. The Authority will loan up to \$2,500 interest free for the purpose of purchasing a personal computer for home use. The loan must be paid via payroll deduction and must not exceed 24 months. Upon separation from the Authority, all loan balance will be deducted from the employee's final paycheck.

Section 7.14 -- Deferred Compensation. The Authority will provide up to \$150 matching funds per month toward each employee's deferred compensation contribution.

Section 7.15 – Gift of Accruals. Employees shall be entitled to gift accruals to another employee within the Management Confidential bargaining group for a catastrophic event.

ARTICLE 8 -- FRINGE BENEFITS

Section 8.1 – Insurance Benefits Program. Each full-time employee is eligible to participate in the Authority's selected group insurance benefits program on the following bases:

Section 8.2 - Medical-Dental Plans. Full-time employees and their dependents shall be eligible for coverage in the medical and dental plans under the terms and conditions of the contract executed between the Authority and the insurance providers selected by the Authority.

Section 8.3 - Contribution Amount. Effective July 1, 2009, the Authority shall, under a Cafeteria, Flexible or Optional Benefit Plan, contribute \$1,100 per month toward employees' medical and dental insurance premiums. Effective July 1, 2018, the Authority's contribution toward employees' medical and dental insurance premiums shall increase to \$1,200 per month. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA).

Section 8.4 - IRS Section 125 Cafeteria Plan. The Authority shall implement a Section 125 Cafeteria Plan as soon as all the required documents are in place. Under this Plan, the Authority shall continue to contribute the above amount towards employees' and their dependents' medical and dental insurance premiums. Employees shall keep the remaining amount should the Authority's contribution exceed the cost of the medical and dental insurance premiums.

Section 8.5 - Medical Plan Waiver. Should employee voluntarily elect not to participate in the Authority's medical insurance, the employee must provide proof of medical insurance coverage under a spouse's or another medical insurance plan.

Section 8.6 - Medical-Dental Insurance Coverage When Employee is on Unpaid Status. The Authority shall pay for thirty (30) days from the date the employee is on leave without pay.

Section 8.7 - Medical-Dental Insurance Coverage. When Employee is on Family Medical Leave (FMLA). When the employee's FMLA leave has been approved by Authority, Authority shall provide up to twelve (12) work weeks of paid coverage for medical and dental insurance in accordance with the FMLA guidelines.

Section 8.8 - Retirees' Medical. The Authority shall continue to contribute the minimum amount for medical insurance premium as required under Section 22892(b) of the PEMHCA for employees who retire from the Authority. In addition, each employee with a minimum of 10 years of service with the Authority who retires from the Authority shall receive \$30 for each year of service with the Authority until they reach age 65 and, effective July 1, 2018, \$40 for each year of service with the Authority until they reach age 65.

Employees who retire before July 1, 2019, and have been employed with the Authority for at least 10 years, shall receive nine hundred and sixty dollars (\$960.00) per month, as long as the

Authority remains in PEMHCA. If the Authority elects to not remain in PEMHCA, employees who retire from the Authority before July 1, 2019, shall receive the retiree medical benefits specified in the preceding paragraph above herein, depending upon their years of service.

The Authority currently contracts with the California Public Employees Retirement System (CalPERS) for employee group insurance health benefits. If the Authority should terminate its contract with CalPERS, all employees hired prior to 1986 who are ineligible to participate in Medicare and retire from a classification covered by this memorandum of understanding, are receiving retirement benefits from CalPERS and have a minimum of twenty (20) years of full-time employment, shall be entitled to enroll in an Authority-selected health benefit plan. The benefits provided in the health plan selected by the Authority shall equal or exceed the benefits the employee would have received had he/she been eligible to participate in Medicare. The Authority agrees to pay the cost of coverage for the plan in which the employee is enrolled. If the employee resides outside the State of California at the time of eligibility, the Authority agrees to pay the employee the cash equivalent of the cost of coverage for the plan in which the employee would have been enrolled had he/she lived in California. This benefit commences upon the employee reaching the age of 65, at which time he/she would have otherwise been eligible to participate in Medicare. The benefit shall cease if and when the employee becomes eligible to participate in Medicare or equivalent Government health benefit program.

Section 8.9 - Life Insurance Plan. All full-time employees shall receive a life insurance policy covering the employee in the amount of \$100,000. Authority shall pay the premium.

Section 8.10 - Vision Plan. Full-time employees and their dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between Authority and the insuring agency. Authority shall pay one hundred percent of the premium charged.

Section 8.11 - Time of Payments. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed 30 days after the expiration of paid leave entitlements.

ARTICLE 9 -- PROBATIONARY EMPLOYEES, LIMITED RIGHT TO GRIEVE

Section 9.1 -- Rights. A probationary employee may grieve only a disciplinary action administered without just cause. Termination or reduction of a probationary employee for failure to acquire the skills necessary to perform the job shall not be considered a disciplinary action.

ARTICLE 10 -- DEMOTION

Section 10.1 -- Pay. When a promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the rate of pay after demotion shall be the same as the rate of pay the employee received immediately before promotion, plus any cost-of-living increase awarded all employees during the interim. Should this action require assigning the demoted employee to a pay step higher than the highest step on the appropriate pay scale, the employee shall be Y-rated after assignment.

Section 10.2 -- Seniority. When a probationary promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the seniority date of the employee after demotion shall be the same as it was before promotion. Demotion of a permanent employee shall require issuance of a new seniority date equal to the date of the demotion.

ARTICLE 11 -- VOLUNTARY TERMINATION OF EMPLOYMENT

Section 11.1 -- Notice. Each employee agrees to provide 15 days minimum written notice of intent to terminate employment. Insufficient notice may be grounds for a finding of "ineligible for rehire", as may be excessive absence during the period of notice.

Section 11.2 -- Return of Property. Return of all serviceable Authority property and payment for missing or unserviceable items is required before preparation of the final paycheck.

ARTICLE 12 -- COMPENSATION

All compensation shall be as indicated below:

- 2% increase July 1, 2016
- 2% increase July 1, 2017
- 2% increase July 1, 2018

APPENDIX A

OPERATIONS MANAGER

	FY 16-17		FY 17-18		FY 18-19	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$9,613.79	\$55.4652	\$9,806.06	\$56.5745	\$10,002.18	\$57.7060
Step B	\$10,094.47	\$58.2385	\$10,296.36	\$59.4032	\$10,502.29	\$60.5913
Step C	\$10,599.19	\$61.1503	\$10,811.17	\$62.3733	\$11,027.39	\$63.6208
Step D	\$11,129.15	\$64.2079	\$11,351.73	\$65.4920	\$11,578.77	\$66.8019
Step E	\$11,685.61	\$67.4183	\$11,919.32	\$68.7666	\$12,157.71	\$70.1420

ADMINISTRATION MANAGER

	FY 16-17		FY 17-18		FY 18-19	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$8,652.42	\$49.9187	\$8,825.46	\$50.9171	\$9,001.97	\$51.9355
Step B	\$9,085.04	\$52.4147	\$9,266.74	\$53.4630	\$9,452.07	\$54.5322
Step C	\$9,539.28	\$55.0354	\$9,730.07	\$56.1361	\$9,924.67	\$57.2588
Step D	\$10,016.25	\$57.7872	\$10,216.57	\$58.9429	\$10,420.90	\$60.1218
Step E	\$10,517.06	\$60.6765	\$10,727.40	\$61.8900	\$10,941.95	\$63.1278

EXECUTIVE SECRETARY

	FY 16-17		FY 17-18		FY 18-19	
	Monthly	Hourly	Monthly	Hourly	Hourly	Monthly
Step A	\$6,521.78	\$37.6264	\$6,652.21	\$38.3789	\$6,785.26	\$39.1465
Step B	\$6,977.86	\$40.2577	\$7,117.42	\$41.0628	\$7,259.77	\$41.8841
Step C	\$7,433.92	\$42.8888	\$7,582.60	\$43.7466	\$7,734.25	\$44.6216
Step D	\$7,890.01	\$45.5201	\$8,047.81	\$46.4305	\$8,208.76	\$47.3592
Step E	\$8,346.07	\$48.1513	\$8,512.99	\$49.1143	\$8,683.25	\$50.0966

ACCOUNTING AND FINANCE MANAGER

	FY 16-17		FY 17-18		FY 18-19	
	Monthly	Hourly	Monthly	Hourly	Hourly	Monthly
Step A	\$9,428.76	\$54.3977	\$9,617.33	\$55.4857	\$9,809.68	\$56.5954
Step B	\$9,877.04	\$56.9840	\$10,074.58	\$58.1237	\$10,276.07	\$59.2862
Step C	\$10,351.18	\$59.7195	\$10,558.21	\$60.9139	\$10,769.37	\$62.1322
Step D	\$10,846.27	\$62.5758	\$11,063.20	\$63.8274	\$11,284.46	\$65.1039
Step E	\$11,369.67	\$65.5955	\$11,597.07	\$66.9074	\$11,829.01	\$68.2456

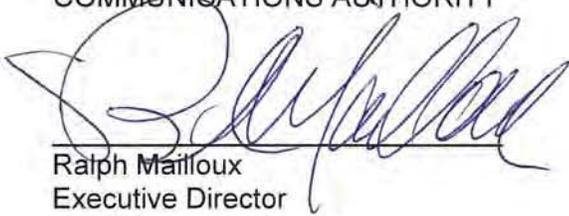
APPENDIX S

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date shown beneath each signature.

On behalf of the SOUTH BAY
REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

On behalf of MANAGEMENT and
CONFIDENTIAL EMPLOYEES


Ralph Mailloux
Executive Director


Shannon Kauffman
Operations Manager
Negotiator

DATE: 10/18/16

DATE: 10-18-16


Mark Danaj
Chairman
Executive Committee


John Krok
Administration Manager
Negotiator

DATE: 10-18-16

DATE: 10-18-16

ATTACHMENT #3

Agenda Item 3d

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH BAY REGIONAL
PUBLIC COMMUNICATIONS AUTHORITY
AND MANAGEMENT AND CONFIDENTIAL EMPLOYEES**

JULY 1, 2013 through JUNE 30, 2016

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7/10/2013

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ("Authority") and MANAGEMENT AND CONFIDENTIAL EMPLOYEES ("Employees") employed under the following job classifications:

Operations Manager
Administration Supervisor
Technical Services Manager
Finance Manager
Executive Secretary
Financial Accountant

It is binding upon Authority only upon approval of the Executive Committee and shall apply from July 1, 2013 through June 30, 2016.

ARTICLE 1 -- CONCLUSIVENESS OF AGREEMENT

Section 1.1 -- Agreement Conclusive. This Agreement contains all of the promises and agreements of the parties. Therefore, for the life of this Agreement neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether that issue was raised at a meet and confer session preceding this Agreement or not, unless the parties agree to bargain about it. There are two sub-groups of employees, which are defined as: Group A employees are employees with a hire date prior to October 25, 2011; Group B employees with a hire date after October 25, 2011.

ARTICLE 2 -- MANAGEMENT RIGHTS

Section 2.1 -- Management Rights. Authority retains all rights not specifically delegated by this Agreement, including but not limited to the exclusive right to determine the mission of its constituent sections; set employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The determination of whether or not an emergency exists is solely within the discretion of Authority and is expressly excluded from the grievance procedure.

ARTICLE 3 -- NO STRIKE, NO LOCKOUT

Section 3.1 -- Work Interruption. During the life of this Agreement, Employees will not cause, authorize, advise or encourage any interruption of work or any other concerted action. The term "interruption of work" shall include any work stoppage or strike (including economic and unfair labor practices) or any picketing or boycott activities by employees, and refusal to work on and handle equipment or produce any materials or services because of a labor dispute.

Section 3.2 -- Lockout. Authority will not lock out any employee.

Section 3.3 -- Discipline. Any employee engaging in any action prohibited by this article shall be subject to immediate discharge or such other discipline as Authority may assess. Such discharge or discipline shall not be reviewable through any grievance procedure.

ARTICLE 4 -- SAVINGS PROVISION

Section 4.1 -- Separability. Should any provision of this Agreement be declared illegal or invalid by decision of a Court of Law or any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and to attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

ARTICLE 5 -- HARASSMENT AND DISCRIMINATION

Section 5.1 -- No Discrimination. Employees and Authority agree not to discriminate against any employee or applicant because of age, sex, race, national origin and/or religion.

Article 5.2 -- No Harassment. Authority expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to or rejection of such conduct. Any employee who believes that he or she is the victim of such harassment, whether sexual, racial, ethnic or religious, is required to immediately report the conduct to a supervisor, manager or Executive Director. Any employee who engages in such conduct is subject to disciplinary action, including immediate discharge.

ARTICLE 6 -- ATTENDANCE AND LEAVES

Section 6.1 -- Bereavement Leave (Death in Immediate Family). In the event of death of a member of the employee's immediate family, bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave will be compensated for at the straight day rate.

Immediate family is construed to mean the father, mother, husband, wife, brother, sister, child, step-child, mother-in-law, father-in-law, legal guardian, foster child or foster parent, or any of either of them. Grandparent or grandchild is also considered immediate family. A maximum of three days may be granted for such leave. Absence under this section is not chargeable to sick leave.

Section 6.2 – Compensatory Time Off. Compensatory time off may be granted by the Executive Director as an alternate method of compensation for overtime work. The rate of compensatory time shall be as required by law. No employee shall accrue more than one hundred sixty (160) hours of such compensatory time. Should any employee exceed one hundred sixty (160) hours of accrued compensatory time, she/she shall receive pay in lieu thereof.

Section 6.3 – Holidays.

(a) **Offices Closed.** Authority administrative offices shall be closed on the following nine (9) holidays: New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; day after Thanksgiving; Christmas Eve; and Christmas Day. If one of the holidays falls upon a Sunday, the Monday following shall be observed as the holiday. If one of the holidays falls on a Saturday, the Friday preceding shall be observed as the holiday.

(b) **Paid Floating Holidays.** In addition to the fixed holidays listed above, all full-time employees, other than temporary employees, will be paid for seven floating holidays when taken anytime during the calendar year. There shall be no limit as to the number of floating holidays taken at one time, so long as the ones taken have been awarded. It should be noted that floating holidays do not carry over from year to year, but must be used during the year in which awarded. An individual must be a SBRPCA employee, on paid status, for six days in each pay period in order to be awarded a paid floating holiday for that pay period.

Accrual of floating holidays shall be handled as follows:

(1) Permanent employees shall be awarded four floating holidays on January 1 of each year; an additional three will be awarded on July 1.

(2) Probationary employees will receive floating holidays dependent upon their hire date, arranged as follows:

<u>Hire Date</u>	<u>Number Awarded</u>	<u>When Awarded</u>
Jan 1-Feb 28 (29)	7	4 on hire date, 3 on July 1
Mar 1-Apr 30	6	3 on hire date, 3 on July 1
May 1-June 30	5	2 on hire date, 3 on July 1
Jul 1-Aug 31	4	On hire date
Sep 1-Oct 31	3	On hire date
Nov 1-Dec 31	2	On hire date

Upon employment termination, floating holidays awarded but not used will be compensated for at the straight daytime pay rate.

Section 6.4 – Hours of Work. All administrative offices of Authority shall be kept open for business on all days of the year, except Saturdays, Sundays and designated holidays, from 8:00 A.M. to 5:00 P.M. Employees shall be required to work a minimum of eight hours per day, but may work "10/40" or "9/80" plans according to schedules approved by the Executive Director.

(a) **Work Week.** A work week is a period of seven consecutive days, beginning at 12:00 Midnight on Friday and ending at 12:00 Midnight on the following Friday.

(b) **Work Day.** A work day is a period of twenty-four hours beginning at 12:00 Midnight and ending at 12:00 Midnight on the following day.

Section 6.5 -- Injury Leave. Each employee, regardless of category of employment, is authorized injury leave when the employee suffers an illness or injury while on duty or arising in and out of the course of employment. In such cases, the employee is eligible to receive compensation as provided for in the State Workers' Compensation Act. At no time may an employee use accumulated sick leave for an injury or illness which is compensable under the provisions of the Workers' Compensation Act of the State of California.

Section 6.6 – Jury Duty Leave. Any full-time employee of the Authority who is duly summoned for jury duty during the time regularly required for the employee's office or employment, and who submits a copy of the jury duty summons to the Authority, shall be entitled, while actually serving, to the employee's regular compensation up to a maximum of fifteen (15) calendar days, provided the employee deposits with the Authority, all fees received for service. No overtime payment to the affected juror shall result from jury duty. Court-paid mileage fees may be retained by the individual. If an employee, while serving on jury duty, is temporarily released from actual service for twenty-five percent (25%) of their scheduled day or more, said employee shall report to the Authority for work during such period of temporary release. Employee will not be compensated for jury service on the employees' scheduled day off.

Section 6.7 – Unpaid Leaves of Absence. An unpaid leave of absence not to exceed 90 calendar days may be granted to an employee for good cause providing operational requirements are met. Leaves of absence shall not be granted during holiday seasons or when there is a personnel shortage, unless there are other employees sufficiently trained and willing to do the additional work. Leave of absence must be approved by the Executive Director and his/her decision is final.

The length of leave of absence granted shall be based on the employee's length of continuous service with the Authority.

Less than one year	10 calendar days maximum
One year to less than three	30 calendar days maximum
Three years to less than five	60 calendar days maximum
Five years or more	90 calendar days maximum

Granting of a leave of absence will take into account all other employees' approved leave time. In no case shall more than one full-time employee be absent on approved leave of absence at the same time.

Request Procedures

Only one unpaid leave of absence may be granted an employee in a calendar year. Except in case of emergency, a written and fully documented request for leave of absence should be received by the Executive Director at least 30 calendar days prior to the effective date of the leave. In all cases, employee must use appropriate leave entitlements before requesting an unpaid leave of absence. Once an employee is on leave of absence, accrued leave entitlements may not be used. Leaves of absence are not to be used to circumvent the vacation and holiday scheduling process. When an employee is unable to request a leave of absence, due to injury, illness, travel or similar reason, they may be administratively placed on leave of absence.

Benefits

Sick leave, holidays and vacation leave do not accrue during an unpaid leave of absence. Seniority, time in service, performance evaluation scheduling, and eligibility for merit increases are affected by an unpaid leave of absence. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed 30 days after the beginning of the unpaid leave of absence. General wage increases granted to other employees during the leave of absence will not be implemented until the employee actually returns to work.

Return to Work

Employees returning from a leave of absence of more than 10 calendar days will notify the Executive Director two weeks before their actual return date. The employee will be returned to their original job status.

Extension of Leave

Employees may request extension of their approved leave of absence, as long as they do not exceed the maximum time allowed for their years of service. Such request should be in writing and received the Executive Director two weeks in advance of the expiration of their leave. Extension of the leave of absence must be approved by the Executive Director and his/her decision is final.

Cancellation of Leave

An employee may request cancellation of an approved leave of absence at any time before or during said leave. A written request will be submitted, explaining the reason for cancellation.

Violating Leave of Absence

The following constitute violations of the spirit and intent of grant leave of absence, and shall result in automatic quit by the employee or termination of the employee.

- (a) Employees who engage in or apply for other employment while on leave of absence, will be considered as having quit without notice. No termination benefits will be paid by Authority.
- (b) Employees who fail to return from leave of absence on the prescribed day, and have not obtained an extension, will be considered as having quit without notice. No termination benefits will be paid by Authority.
- (c) Employees who obtain an approved leave of absence through fraud or misrepresentation, shall be subject to discharge.

Last Minute Requests

An employee must receive prior written approval to be on leave of absence. Last minute requests for leave of absence, without prior approval, shall be considered unauthorized absence from duty unless it is deemed an emergency by the Executive Director and employee.

Section 6.8 – Maternity Leave.

No less than, all provisions provided for by California State and/or Federal law shall be granted to full-time employees.

Section 6.9 – Military Leave. Military leave shall be granted to full-time employees in accordance with the provisions of State of California law. All full-time employees entitled to military leave shall give the Executive Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Section 6.10 -- Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three months of continuous service. Accrual of this leave begins with the first day of the first pay period after day of hire and at the rate of ten hours per month. An eligible employee may accrue a maximum of 500 hours of paid sick leave.

(a) General Sick Leave Policy. Sick leave is not a discretionary privilege, but is allowed only in case of necessity and actual sickness. Up to 50% of the annual accrual, may, however, be used for family illnesses requiring the physical presence of the employee (for purposes of this section, family is defined as a spouse, parents and/or children residing in the household), or for routine doctor, visual care, and dental appointments with advance supervisor's approval. All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with the Personnel Office.

No employee will accrue sick leave unless at least six days are worked during each payroll period. Approved paid sick leave, paid vacation leave, paid bereavement leave, temporary military leave of absence or absence due to work connected disability shall be considered to be time worked under this section. When an employee has used all accumulated sick leave, further absence shall be charged to any and all accrued vacation leave and compensatory time. Employees receiving state disability payments will not be required to exhaust vacation leave and compensatory time while on disability.

(b) Conditions for Eligibility for Sick Leave Compensation. To receive paid sick leave, the employee must meet the following conditions:

- (1) When the employee is absent for three or more consecutive working days, a doctor's certification of illness will be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for lesser absences to establish proof of illness. Submittal shall be made upon return to work.
- (2) Employees returning from an absence due to illness or disability may be required to be examined by Authority's physician at Authority expense.

(3) At no time will sick leave be authorized for injuries compensable under Worker's Compensation Insurance.

(c) Ineligible Employee. If deemed ineligible for sick leave compensation, an employee may be subject to progressive discipline and/or loss of pay.

(d) Checking Validity of Employee's Illness. The Authority reserves the right to periodically check validity of employee's illness or a family member's illness through telephone or personal contact when the Authority has reasonable suspicion that the employee is feigning illness of him or herself or the family member.

(e) Sick Leave a Privilege. The employee, the bargaining unit, and the Authority recognize that sick leave is a privilege granted to the employee and should be viewed by the employee as insurance, and is not to be considered a means of compensation or extra vacation.

Section 6.11 – Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of six months of continuous service. Accrual of this leave begins with the first day of the first pay period after day of hire. Upon employment termination, vacation leave is computed up to and including the last day worked. Vacation leave shall be earned in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Work Hours Per Month</u>	<u>Work Hours Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	8	96	120
5 through 9	12	144	240
10 or more	16	192	336

The Vacation Year shall be the Calendar Year. All accumulation maxima shown above are as of each succeeding January 1, with no limit on accumulation between each January 1. If requirements of the service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the Calendar Year, a maximum of 20 hours in addition to the accrual maxima may be carried over for use not later than February 1 of the following Calendar Year.

No employees will accrue vacation leave unless at least six days are worked during each payroll period. Approved paid sick leave, paid vacation leave, paid bereavement leave, temporary military leave for active duty, or absence due to work-connected disability, shall be considered to be time worked under this section.

Section 6.12 – Administrative Leave. Each full-time employee is eligible for Administrative Leave upon completion of twelve months in a management position. An award of 24 hours each calendar year will be provided to each full-time employee and may be used at the employees' discretion after the approval of the Executive Director. Upon employment termination, Administration Leave will be compensated hour for hour for the unused leave during that same year. There will be no accumulation from year to year and will be forfeited if unused in the calendar year.

ARTICLE 7 -- SPECIAL PAY

Section 7.1 -- Acting Pay. Employees assigned to a higher position in an acting status during the absence of an incumbent or to fill a vacancy until the vacancy can be filled by appointment, shall receive an additional rate of 10% above their hourly salary.

Eligibility for compensation shall begin only when the incumbent of the higher position certifies the ability of the employee to fill the higher position.

Section 7.2 -- Payment for Unused Sick Leave (Optional). Each full-time employee may convert, for cash, a limited number of hours of sick leave twice each year; the last pay period in May and the last pay period in October. No one will be required to do this, but may, if desired. Leave balances will be determined as of the end of the pay period immediately preceding the last pay periods in November and May. The dollar value of the hours converted will be determined by the completed years of service shown below payment will be calculated as a percentage of the employee's day-time rate; a separate check may be issued for this amount.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less than 2	100	85% of day-time pay rate
2 or more	120	85% of day-time pay rate

Section 7.3 -- Payment for Unused Vacation Leave (Optional). Each full-time employee may convert, for cash, a limited number of hours of vacation leave twice each year; the last pay period in May and the last pay period in October. No one shall be required to do this, but may, if desired. Leave balances will be determined as of the end of the pay period immediately preceding the last pay periods in November and May. The dollar value of the hours converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's day-time rate; a separate check may be issued for this amount.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less Than 2	60	100% of day-time pay rate
2 or more	90	100% of day-time pay rate

Section 7.4 -- Callback Pay (Technical Services Manager). When an employee is required to return to work after completion of the employee's regular work day, that employee shall receive a minimum of two hour's pay at one and one-half times the employee's regular rate of pay on the first callback in a 24-hour period. All callbacks after the first will be paid at one and one-half times the employee's regular rate of pay for actual hours worked. Hours worked shall start upon arrival at the job site.

Section 7.5 -- Court Pay. Payment shall be made to any Authority employee who, when in an off-duty status, is required by a subpoena of an officer of the Court, or competent authority, to appear in court and provide testimony in matters on behalf of the Authority or its member agencies that relate to performance of duties as an Authority employee at the prescribed overtime or

compensatory time rate for all hours such employee must remain at the Court. Employees who receive Court pay shall retain any witness fees they receive as a result of the subpoena. Court-paid mileage fees may be retained by the individual.

Section 7.6 – Overtime Work. Overtime work is work performed by an employee at times other than those normally required for the employee's employment, that is, more than 80 hours per pay period. Any other provision of this agreement, notwithstanding any dispute or question of fact as to what time or times are normally required for the employment of any person, shall be decided by the Executive Director, and his decision shall be final.

In case of emergency, or whenever the public interest or necessity requires, any department may require any employee in such department to perform overtime work. No employee shall be required to perform overtime work, except in accordance with approved policies and upon the approval of the Executive Director. Overtime shall not be paid in those cases where an employee is called back from paid leave. In this case, the employee shall be deemed to have returned to regular work status, be paid regular salary, and not be charged for paid leave for those hours actually worked.

Section 7.7 -- Retirement. Authority has a contract with the California Public Employees' Retirement System (CalPERS) for coverage under the basic plan for non-safety employees without modifications. All full-time employees who work more than half time (more than an average of eighty-seven (87) hours per month or more than a total of five hundred twenty-two [522] hours in a six [6] month period) or who have qualified for retirement coverage under CalPERS by virtue of previous employment with Authority or elsewhere, are required to participate in this system. For employees hired prior to October 25, 2011, the Authority shall provide a CalPERS contract of two percent (2%) at fifty-five (55) based on the employee's single highest year.

(a) Effective July 1, 2014, Group A employees (with a hire date prior to October 25, 2011), will contribute one quarter of the employees' contribution CalPERS rate or one and three quarters percent (1.75%) of their salary, including all special pays and on July 1, 2015 will contribute an additional one quarter of the employee's contribution CalPERS rate or one and three quarters percent (1.75%) of their salary, including all special pays for a total of three and one half percent (3 ½ %).

For Group B employees (with a hire date after October 25, 2011), the Authority shall provide a CalPERS contract of two percent (2%) at sixty (60), based on the employees' three (3) highest consecutive years. These employees will also contribute the full seven percent (7%) of their salary, including special pays, toward the employee's contribution.

Section 7.8 – Severance Pay. Employees shall be entitled to thirty days written notice, payment of accrued sick leave (up to 80 hours), vacation leave, personal leave, compensatory time and holiday accrual time (all accumulated), and payment of one month's pay at the straight day rate in the event that the Authority is dissolved while employee is still employed at the time the decision is made by the Board to dissolve. After the employment of six years an employee shall be entitled to receive an additional one-month's pay at the straight day rate, but only in the event that the Authority is dissolved while employee is still employed at the time the decision is made by the Board to dissolve. In no event shall the amount received by employee exceed the balance of the

contract period. In order to receive the additional month's pay entitlements, the employee must continue at work until the specific date of dissolution or until told by Authority that their services are no longer needed.

Section 7.9 – Termination Pay. Upon termination, the employee will be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 6.11 for completed service) and holiday compensatory time earned but not taken, if in accordance with the limitations established above. Accrued sick leave is not compensable on termination. Payment for accrued compensatory time is authorized by Section 6.2.

Section 7.10 -- Travel Allowance. Subject to the audit and approval of the Executive Director or his designee, employees of the Authority shall (except where a specific allowance for automobile use is made) be entitled to receive expense reimbursements for furnishing to said Authority their own personal automobiles in the performance of the duties necessarily incident to their respective offices or employment, at the Internal Revenue Service's (IRS) prevailing rate. All mileage expense reimbursement requests under this section must be rendered within thirty (30) days after the last date upon which the use was made, and must indicate the specific purpose for which the automobile was used.

Section 7.11 -- Merit Pay. Each full-time employee shall receive an annual merit payment according to the following schedule.

<u>Anniversary</u>	<u>Amount Payable</u>
10	400
11	450
12	500
13	550
and so on	

Section 7.12 -- Educational Reimbursement. The Authority agrees to an educational (college or university courses) reimbursement of \$3,000 per year for books and tuition, upon successful completion with a grade level of "C" or better and if job related and pre-approved by the Executive Director. Course transcripts and receipts must be provided. Educational reimbursement will be increased to \$3,500 in fiscal year 2014-2015 and \$4,000 in fiscal year 2015-2016. The definition of "job related" shall be determined by the Executive Director, whose decision shall be final.

Section 7.13 -- New Client Award. When a new "Client" or "Member" agency is added to the Authority, a fixed dollar amount equal to 5% of each member's base salary will be awarded on the date the contract for services is signed. On this anniversary date each year thereafter, this fixed dollar amount will be awarded to each member. Only those members who were in this bargaining group at the time of the contract for services signing are eligible for this award.

Section 7.14 -- Computer Loan Program. The Authority will loan up to \$2,500 interest free for the purpose of purchasing a personal computer for home use. The loan must be paid via payroll deduction and must not exceed 24 months. Upon separation from the Authority, all loan balance will be deducted from the employee's final paycheck.

Section 7.15 -- Deferred Compensation. The Authority will provide up to \$150 matching funds per month toward each employee's deferred compensation contribution.

ARTICLE 8 -- FRINGE BENEFITS

Section 8.1 – Insurance Benefits Program. Each full-time employee is eligible to participate in the Authority's selected group insurance benefits program on the following bases:

Section 8.2 - Medical-Dental Plans. Full-time employees and their dependents shall be eligible for coverage in the medical and dental plans under the terms and conditions of the contract executed between the Authority and the insurance providers selected by the Authority.

Section 8.3 - Contribution Amount. Effective July 1, 2009, the Authority shall, under a Cafeteria, Flexible or Optional Benefit Plan, contribute \$1,100 per month towards employees' medical and dental insurance premiums. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA).

Section 8.4 - IRS Section 125 Cafeteria Plan. The Authority shall implement a Section 125 Cafeteria Plan as soon as all the required documents are in place. Under this Plan, the Authority shall continue to contribute the above amount towards employees' and their dependents' medical and dental insurance premiums. Employees shall keep the remaining amount should the Authority's contribution exceed the cost of the medical and dental insurance premiums.

Section 8.5 - Medical Plan Waiver. Should employee voluntarily elect not to participate in the Authority's medical insurance, the employee must provide proof of medical insurance coverage under a spouse's or another medical insurance plan.

Section 8.6 - Medical-Dental Insurance Coverage When Employee is on Unpaid Status. The Authority shall pay for thirty (30) days from the date the employee is on leave without pay.

Section 8.7 - Medical-Dental Insurance Coverage. When Employee is on Family Medical Leave (FMLA). When the employee's FMLA leave has been approved by Authority, Authority shall provide up to twelve (12) work weeks of paid coverage for medical and dental insurance in accordance with the FMLA guidelines.

Section 8.8 - Retirees' Medical. The Authority shall continue to contribute the minimum amount for medical insurance premium as required under Section 22892(b) of the PEMHCA for employees who retire from the Authority. In addition, each employee with a minimum of 10 years of service with the Authority who retires from the Authority shall receive \$30 for each year of service with the Authority until they reach age 65.

Employees who retire before July 1, 2018, and have been employed with the Authority for at least 10 years, shall receive nine hundred and sixty dollars (\$960.00) per month, as long as the Authority remains in PEMHCA. If the Authority elects to not remain in PEMHCA, employees who retire from the Authority before July 1, 2018, shall receive the retiree medical benefits specified in the preceding paragraph above herein, depending upon their years of service.

The Authority currently contracts with the California Public Employees Retirement System (CalPERS) for employee group insurance health benefits. If the Authority should terminate its contract with CalPERS, all employees hired prior to 1986 who are ineligible to participate in Medicare and retire from a classification covered by this memorandum of understanding, are receiving retirement benefits from CalPERS and have a minimum of twenty (20) years of full-time employment, shall be entitled to enroll in an Authority-selected health benefit plan. The benefits provided in the health plan selected by the Authority shall equal or exceed the benefits the employee would have received had he/she been eligible to participate in Medicare. The Authority agrees to pay the cost of coverage for the plan in which the employee is enrolled. If the employee resides outside the State of California at the time of eligibility, the Authority agrees to pay the employee the cash equivalent of the cost of coverage for the plan in which the employee would have been enrolled had he/she lived in California. This benefit commences upon the employee reaching the age of 65, at which time he/she would have otherwise been eligible to participate in Medicare. The benefit shall cease if and when the employee becomes eligible to participate in Medicare or equivalent Government health benefit program.

Section 8.9 - Life Insurance Plan. All full-time employees shall receive a life insurance policy covering the employee in the amount of \$100,000. Authority shall pay the premium.

Section 8.10 - Vision Plan. Full-time employees and their dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between Authority and the insuring agency. Authority shall pay one hundred percent of the premium charged.

Section 8.11 - Time of Payments. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed 30 days after the expiration of paid leave entitlements.

ARTICLE 9 -- PROBATIONARY EMPLOYEES, LIMITED RIGHT TO GRIEVE

Section 9.1 -- Rights. A probationary employee may grieve only a disciplinary action administered without just cause. Termination or reduction of a probationary employee for failure to acquire the skills necessary to perform the job shall not be considered a disciplinary action.

ARTICLE 10 -- DEMOTION

Section 10.1 -- Pay. When a promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the rate of pay after demotion shall be the same as the rate of pay the employee received immediately before promotion, plus any cost-of-living increase awarded all employees during the interim. Should this action require assigning the demoted employee to a pay step higher than the highest step on the appropriate pay scale, the employee shall be Y-rated after assignment.

Section 10.2 -- Seniority. When a probationary promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the seniority date of the employee after demotion shall be the same as it was before promotion. Demotion of a permanent employee shall require issuance of a new seniority date equal to the date of the demotion.

ARTICLE 11 -- VOLUNTARY TERMINATION OF EMPLOYMENT

Section 11.1 – Notice. Each employee agrees to provide 15 days minimum written notice of intent to terminate employment. Insufficient notice may be grounds for a finding of "ineligible for rehire", as may be excessive absence during the period of notice.

Section 11.2 -- Return of Property. Return of all serviceable Authority property and payment for missing or unserviceable items is required before preparation of the final paycheck.

ARTICLE 12 -- COMPENSATION

All compensation shall be as indicated below:

- 5% increase July 1, 2013
- 5% increase July 1, 2014
- 3% plus CPIU or CWA negotiated increase, whichever is greater increase July 1, 2015

APPENDIX A

OPERATIONS MANAGER

	<u>FY 13-14</u>		<u>FY 14-15</u>		<u>FY 15-16</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Step A	\$ 8,606.37	\$ 49.6531	\$ 9,036.70	\$ 52.1358	July 01, 2015 Salary increase to be 3% plus CPI or Communications Supervisor (CWA) negotiated increase, whichever is greater	
Step B	\$ 9,036.70	\$ 52.1358	\$ 9,488.53	\$ 54.7426		
Step C	\$ 9,488.53	\$ 54.7426	\$ 9,962.95	\$ 57.4797		
Step D	\$ 9,962.95	\$ 57.4797	\$10,461.10	\$ 60.3537		
Step E	\$10,461.10	\$ 60.3537	\$10,984.16	\$ 63.3714		

ADMINISTRATION SUPERVISOR

	<u>FY 13-14</u>		<u>FY 14-15</u>		<u>FY 15-16</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Step A	\$ 7,745.75	\$ 44.6880	\$ 8,133.04	\$ 46.9223	July 01, 2015 Salary increase to be 3% plus CPI or Communications Supervisor (CWA) negotiated increase, whichever is greater	
Step B	\$ 8,133.04	\$ 46.9223	\$ 8,539.69	\$ 49.2684		
Step C	\$ 8,539.69	\$ 49.2684	\$ 8,966.67	\$ 51.7318		
Step D	\$ 8,966.67	\$ 51.7318	\$ 9,415.00	\$ 54.3184		
Step E	\$ 9,415.00	\$ 54.3184	\$ 9,885.75	\$ 57.0343		

TECHNICAL SERVICES MANAGER

	<u>FY 13-14</u>		<u>FY 14-15</u>		<u>FY 15-16</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Step A	\$ 8,234.34	\$ 47.5067	\$ 8,646.06	\$ 49.8821	July 01, 2015 Salary increase to be 3% plus CPI or Communications Supervisor (CWA) negotiated increase, whichever is greater	
Step B	\$ 8,626.01	\$ 49.7664	\$ 9,057.31	\$ 52.2547		
Step C	\$ 9,040.93	\$ 52.1602	\$ 9,492.98	\$ 54.7682		
Step D	\$ 9,472.44	\$ 54.6497	\$ 9,946.06	\$ 57.3822		
Step E	\$ 9,930.50	\$ 57.2824	\$10,427.03	\$ 60.1571		

ACCOUNTING & FINANCE MANAGER

	<u>FY 13-14</u>		<u>FY 14-15</u>		<u>FY 15-16</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Step A	\$ 8,440.74	\$ 48.6975	\$ 8,862.78	\$ 51.1324		
Step B	\$ 8,842.05	\$ 51.0128	\$ 9,284.15	\$ 53.5634		
Step C	\$ 9,266.51	\$ 53.4617	\$ 9,729.84	\$ 56.1348		
Step D	\$ 9,709.72	\$ 56.0187	\$10,195.21	\$ 58.8197		
Step E	\$10,178.28	\$ 58.7220	\$10,687.19	\$ 61.6581		

**July 01, 2015
Salary increase to
be 3% plus CPI or
Communications
Supervisor (CWA)
negotiated
increase,
whichever is
greater**

FINANCIAL ACCOUNTANT

	<u>FY 13-14</u>		<u>FY 14-15</u>		<u>FY 15-16</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Step A	\$ 6,435.58	\$ 37.1291	\$ 6,757.36	\$ 38.9855		
Step B	\$ 6,757.35	\$ 38.9855	\$ 7,095.22	\$ 40.9347		
Step C	\$ 7,095.23	\$ 40.9348	\$ 7,449.99	\$ 42.9815		
Step D	\$ 7,449.99	\$ 42.9815	\$ 7,822.49	\$ 45.1306		
Step E	\$ 7,822.49	\$ 45.1306	\$ 8,213.61	\$ 47.3871		

**July 01, 2015
Salary increase to
be 3% plus CPI or
Communications
Supervisor (CWA)
negotiated
increase,
whichever is
greater**

EXECUTIVE SECRETARY

	<u>FY 13-14</u>		<u>FY 14-15</u>		<u>FY 15-16</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Step A	\$ 5,838.38	\$ 33.6836	\$ 6,130.30	\$ 35.3678		
Step B	\$ 6,246.67	\$ 36.0392	\$ 6,559.00	\$ 37.8411		
Step C	\$ 6,654.94	\$ 38.3946	\$ 6,987.69	\$ 40.3144		
Step D	\$ 7,063.23	\$ 40.7502	\$ 7,416.39	\$ 42.7877		
Step E	\$ 7,471.50	\$ 43.0956	\$ 7,845.08	\$ 45.2609		

**July 01, 2015 Salary
increase to be 3%
plus CPI or
Communications
Supervisor (CWA)
negotiated
increase, whichever
is greater**

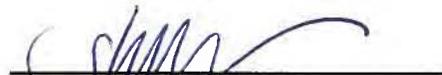
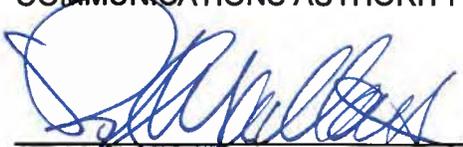
APPENDIX S

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date shown beneath each signature.

On behalf of the SOUTH BAY
REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

On behalf of MANAGEMENT and
CONFIDENTIAL EMPLOYEES

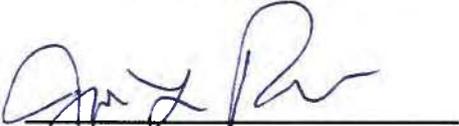
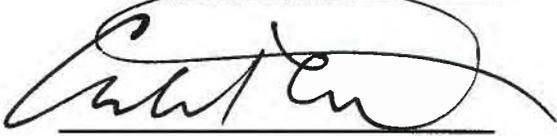


Ralph Mailloux
Executive Director

Shannon Kauffman
Operations Manager
Negotiator

DATE: 7-16-13

DATE: 7-10-13



Mike Goodson, Chairman
Executive Committee

Jose Rivera
Technical Services Manager
Negotiator

DATE: 7/16/13

DATE: 7/16/13

7/10/2013



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: September 18, 2018
ITEM NUMBER: 3e
TO: Executive Committee
FROM: Erick B. Lee, Executive Director

SUBJECT: RESOLUTION NO. 318 OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND REPEALING RESOLUTIONS NO. 239 AND NO. 279 AND ANY AND ALL AMENDMENTS AND REVISIONS THERETO

ATTACHMENTS:

1. Resolution No. 318
2. Resolution No. 239
3. Resolution No. 279

RECOMMENDATION

Staff recommends that the Executive Committee adopt Resolution No. 318 authorizing investment of monies in the Local Agency Investment Fund and repealing Resolutions No. 239 and No. 279 and any and all amendments and revisions thereto.

DISCUSSION

The Executive Committee adopted Resolution No. 239 on the August 19, 2003 authorizing certain officers to deposit or withdraw monies in the Local Agency Investment Fund (LAIF) on behalf of the Authority. On November 15, 2011, the Executive Committee amended this authorization with Resolution No. 279.

Since 2011, the Authority's officers and employees have changed. In order to ensure the continuity of the Authority's business, staff recommends that the Executive Committee update its resolution regarding LAIF transactions to reflect current staff and Authority officers. The proposed resolution would authorize the Authority's Treasurer, Executive Director, and Finance & Performance Audit Manager to order the deposit or withdrawal of monies in the Local Agency Investment Fund.

FISCAL IMPACT

None.

ATTACHMENT #1

Agenda Item 3e

RESOLUTION NO. 318

RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND REPEALING RESOLUTIONS NO. 239 AND NO. 279 AND ANY AND ALL AMENDMENTS AND REVISIONS THERETO

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Executive Committee hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the South Bay Regional Public Communications Authority;

WHEREAS, the Executive Committee of the South Bay Regional Public Communications Authority, adopted Resolution No. 239 on the 19th day of August 2003 authorizing certain officers to deposit or withdraw monies in the Local Agency Investment Fund (LAIF) on behalf of the Authority;

WHEREAS, the Executive Committee of the South Bay Regional Public Communications Authority, amended this authorization by adopting Resolution No. 279 on the 15th day of November 2011;

WHEREAS, subsequent to the adoption of Resolutions No. 239 and No. 279, officer changes have occurred.

WHEREAS, the Executive Committee designated appointed and designated the Treasurer of the City of Manhattan Beach and his/her successors/designees as Treasurer for the Authority with the adoption of Resolution No. 238 on the 19th day of August 2003.

NOW THEREFORE, BE IT RESOLVED, that the Executive Committee hereby authorizes the deposit and withdrawal of Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Authority officers holding the title(s) specified hereinbelow **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Tim Lilligren
Treasurer

Erick B. Lee
Executive Director

Position Currently Vacant
Finance & Performance Audit Manager

VACANT

Section 2. Authority Resolutions No. 239 and No. 279 and all amendments and revisions thereto, are hereby repealed.

Section 3. This resolution shall remain in full force and effect until rescinded by City Council/Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

The secretary shall certify to the adoption of this Resolution by the Executive Committee of the South Bay Regional Public Communications Authority.

Passed, approved, and adopted in a meeting held on the 18th day of September, 2018 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Arnold Shadbehr, Vice Chair
Executive Committee

Erick B. Lee, Secretary
Executive Committee

ATTACHMENT #2

Agenda Item 3e

RESOLUTION NO. 239

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (SBRPCA), A JOINT POWERS AGENCY COMPRISED OF THE CITIES OF GARDENA, HAWTHORNE, AND MANHATTAN BEACH, AUTHORIZING INVESTMENT OF THE AUTHORITY'S MONIES IN THE LOCAL AGENCY INVESTMENT FUND.

Authority
Address: 4440 W. Broadway, Hawthorne, CA. 90250

Authority
Phone Number: (310)973-1802

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer;

WHEREAS, the South Bay Regional Public Communications Authority's Bylaws grants the Executive Committee full control and management of the affairs of the Authority, and also establishes the Executive Committee as the administrative governing body of the Authority with plenary powers to take all actions necessary and appropriate to accomplish the general purposes of the Authority; and

WHEREAS, the Executive Committee, as the governing board of the Authority, does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the South Bay Regional Public Communications Authority.

NOW, THEREFORE, BE IT RESOLVED that the Executive Committee of the South Bay Regional Public Communications Authority authorize the deposit and withdrawal of South Bay Regional Public Communications Authority's monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following South Bay Regional Public Communications Authority's officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund.

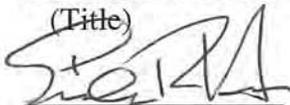
EARLE R. HUPP
(Name)

BRUCE MOE
(Name)

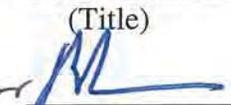
RUSSELL MORREALE
(Name)

HENRY MITZNER
(Name)

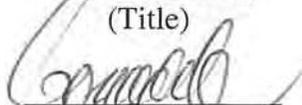
Treasurer, SBRPCA
(Title)


(SIGNATURE)

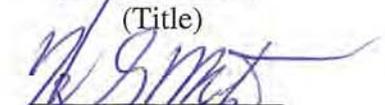
Asst. Treasurer
(Title)


(SIGNATURE)

Asst. Treasurer
(Title)


(SIGNATURE)

Asst. Treasurer
(Title)


(SIGNATURE)

WE HEREBY CERTIFY that the foregoing is a true copy of the Resolution passed adopted by the Executive Committee of the South Bay Regional Public Communications Authority, County of Los Angeles, State of California in a meeting thereof held on the 19th day of August 2003, by the following vote:

AYES: Dolan, Herbertson, Lansdell.

NOES: None.

ABSENT: None.



Geoff Dolan, Chairman
Executive Committee (SBRPCA)



Ralph Mailloux, Secretary
Executive Committee (SBRPCA)

ATTACHMENT #3

Agenda Item 3e

RESOLUTION 279

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (AUTHORITY) AMENDING RESOLUTION 239 ADOPTED ON THE 19TH DAY OF AUGUST 2003, AUTHORIZING CERTAIN OFFICERS TO DEPOSIT OR WITHDRAW MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) ON BEHALF OF THE AUTHORITY.

WHEREAS, the Executive Committee of the South Bay Regional Public Communications Authority, adopted Resolution 239 on the 19th day of August 2003;

WHEREAS, in said resolution, the Executive Committee authorized certain officers to deposit or withdraw monies in the Local Agency Investment Fund (LAIF) on behalf of the Authority;

WHEREAS, in said resolution, the following officers were previously authorized to deposit or withdraw monies in LAIF on behalf of the Authority: Earle Hupp, Treasurer; Bruce Moe, Assistant Treasurer; Russell Morreale, Assistant Treasurer; and Henry Mitzner, Assistant Treasurer;

WHEREAS, subsequent to the adoption of Resolution 239, officer changes have occurred.

NOW, THEREFORE, BE IT RESOLVED, that the following officers or their successors in office are authorized to deposit or withdraw monies in LAIF on behalf of the Authority:

Tim Lilligren

Bruce Moe

Henry Mitzner


Treasurer, SBRPCA


Assistant Treasurer

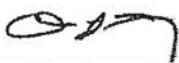

Assistant Treasurer

WE HEREBY CERTIFY, that the foregoing is a true copy of the Resolution adopted by the Executive Committee of the South Bay Regional Public Communications Authority in a regular meeting thereof held on the 15th day of November 2011, by the following vote:

AYES: Carmany, Lansdell.

NOES: None.

ABSENT: Shadbehr.


Dave Carmany, Chairman


Ralph Mailloux, Secretary



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: September 18, 2018
ITEM NUMBER: 5
TO: Executive Committee and User Committee
FROM: Erick B. Lee, Executive Director
SUBJECT: EXECUTIVE DIRECTOR'S REPORT
ATTACHMENTS: None

A handwritten signature in blue ink, appearing to be "E. Lee", is written over the "FROM:" line.

The Executive Committee and User Committee will be provided an oral report on the following topics:

- Status of Filling Vacant Communications Operator Positions
- Update on Finance Department
- Update on Submittal of UASI Grant Reimbursement Packet