

**A G E N D A**  
**JOINT MEETING OF**  
**THE EXECUTIVE COMMITTEE AND**  
**THE USER COMMITTEE**  
**WEDNESDAY, MAY 30, 2018, 1:00 PM**  
**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**  
**4440 W. BROADWAY, HAWTHORNE, CA**

1. **CALL TO ORDER**

2. **PUBLIC DISCUSSION**

Anyone wishing to discuss items of interest to the public within the Executive Committee's jurisdiction may do so at this time. Comments shall be limited to five minutes per speaker.

3. **ACTION ITEMS**

3a. Approve Minutes of Special Meeting – May 1, 2018

3b. Authorize the Executive Director to Approve a Purchase Order to Talley Communications in the Amount of \$8,659 for Equipment and Supplies Necessary to Complete Wi-Fi Antennae Installations for Mobile Radios in Police and Fire Vehicles Related to the INSB Project

3c. Authorize the Executive Director to Approve an Agreement with Xcel Mechanical Systems, Inc. for Heating, Ventilation and Air Conditioning Maintenance Services and Approve a Purchase Order to Xcel Mechanical Systems, Inc. in the Amount of \$10,946 for These Services

3d. Authorize the Executive Director to Execute an Agreement with MuniTemps for Accounting Services and Approve a Corresponding Purchase Order in an Amount Not to Exceed \$50,000 for These Services

3e. Authorize the Executive Director to Execute an Engagement Proposal with Bartel Associates for GASB 68 Reporting Services and Approve a Corresponding Purchase Order in an Amount Not to Exceed \$2,000 for These Services

3f. Authorize the Executive Director to Execute a Change Order with Motorola Solutions, Inc. for Additional Work Associated with the INSB P25 Radio Project

3g. Resolution of the Executive Committee of the South Bay Regional Public Communications Authority Adopting the Annual Statement of Investment Policy for Fiscal Year 2018-2019 Superseding Resolution 309

3h. Memorandum of Understanding between South Bay Regional Public Communications Authority and the Communications Workers of America

3i. Revised Proposed Fiscal Year 2018-19 Budget

4. **INFORMATION ITEMS**

4a. Budget Performance Report – Third Quarter through Mar 31, 2018

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)

8. **ADJOURNMENT**

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Posting Place: 4440 W. Broadway, Hawthorne, CA 90250

Posting Date/Time: May 24, 2018/4:00 PM

Signature:



Erick Lee, Executive Director

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

1. **CALL TO ORDER**

The Executive Committee and the User Committee convened in a special session at 10:00 AM on Tuesday, May 1, 2018, in the second floor conference room of the South Bay Regional Public Communications Authority, 4440 W. Broadway, Hawthorne, CA.

**ROLL CALL**

Present: City Manager Ed Medrano, City of Gardena  
City Manager Bruce Moe, City of Manhattan Beach  
Interim City Manager Arnie Shadbeh, City of Hawthorne  
Chief Derrick Abell, Manhattan Beach Police & Fire Departments  
Chief Chris Donovan, El Segundo Fire Department  
Chief Bob Fager, Hawthorne Police Department  
Chief Tom Kang, Gardena Police Department  
Chief Bill Whalen, El Segundo Police Department

Absent: Chief Scott Bixby, Culver City Police Department  
Chief Sharon Papa, Hermosa Beach Police Department  
Chief Dave White, Culver City Fire Department

Also Present: Executive Director Erick Lee  
Operations Manager Shannon Kauffman  
Administration Manager John Krok  
Finance Manager Scott Arbuckle  
Executive Secretary Wendy Weeks  
Captain Sam Agaiby, Culver City Police Department  
Captain Mike Ishii, Hawthorne Police Department  
Captain Milton McKinnon, Hermosa Beach Police Department  
Captain Uiki Niko, Gardena Police Department  
Captain Mike Saffell, Gardena Police Department  
Captain Jason Sims, Culver City Police Department  
Josh Armstrong, Hawthorne IT Manager  
Mr. Carl Jacobson, El Segundo Resident  
Laura Kalty, Liebert, Cassidy, Whitmore

2. **PUBLIC DISCUSSION**

City Manager Medrano announced newly promoted Chief Tom Kang and Captain Mike Saffell, Gardena Police Department.

3. **ACTION ITEMS**

3a. Approval of Minutes-Special Meeting – March 27, 2018

**MOTION:** City Manager Medrano moved to approve the minutes of the special meeting of the Executive and User Committees on March 27, 2018 as written. The motion was seconded by Interim City Manager Shadbehrr and passed by unanimous voice vote.

3b. Service Level Agreement with the City of Hawthorne's IT Services Department

**MOTION:** Interim City Manager Shadbehrr moved to authorize the Executive Director to execute a Service Level Agreement with the City of Hawthorne's IT Services (ITS) Department for information technology support services in the amount of \$200,000 annually. The motion was seconded by City Manager Medrano and passed by unanimous voice vote.

3c. Request for Waiver of Late Payment Penalty from City of Hermosa Beach

**MOTION:** Interim City Manager Shadbehrr moved to approve the City of Hermosa Beach's request for a waiver of a late payment penalty in the amount of \$4,375.45 (2.5% of the base of \$175,018) for the fourth quarter assessment. The motion was seconded by City Manager Medrano and passed by unanimous voice vote.

3d. Interoperability Network of the South Bay Mobile Installation Project

Administration Manager Krok presented the staff report. In answer to questions from the Executive Committee, Mr. Krok clarified that this project includes approximately 400 mobile radios that need to be installed in vehicles as part of the Interoperability Network of the South Bay (INSB) project; that the estimated cost is \$90.00 per vehicle for the external rooftop mount for patrol services' vehicles and \$85.00 for the internal glass mount for detective and take-home vehicles; that the cities will be billed at the end of the installations; and that these costs were not anticipated as part of this project.

Responding to inquiries from the Executive Committee, Executive Director Lee related his understanding that, according to the Authority's Financial Policies and Procedures, the Executive Committee is to consider purchases over \$5,000. He recommended that, in the coming year, Authority staff and the Executive Committee review the Authority's Financial Policies and approval levels to better align processes with policies and ensure they are in line with those of the member and contract cities. Executive Director Lee noted that, in addition to the financial aspects, this item was brought to the Executive Committee to ensure the cities are aware this project is needed for the INSB.

**MOTION:** Interim City Manager Shadbehrr moved to approve the purchase and installation of antennae, cabling and miscellaneous parts for the Motorola mobile devices needed to facilitate programming over secured Wi-Fi networks to ensure operability on the Interoperability Network of the South Bay (INSB) network and authorize staff to invoice the applicable cities for 100% of the costs associated with the reimbursement of these purchases and installations at the conclusion of the installations. The motion was seconded by City Manager Medrano and passed by unanimous voice vote.

3e. Proposed Fiscal Year 2018-2019 Budget

Executive Director Lee highlighted the new budget format and thanked Finance Manager Arbuckle for his efforts in compiling the proposed Fiscal Year 2018-2019 Budget. He reviewed the following aspects of the proposed Budget: Fiscal Year 2017-2018 Update; 2017-2018 Accomplishments; Fund Balance Projections; Authorized Positions; Revenues; Expenditures; Proposed Budget Summary; Significant Changes from Prior Year; 5 Year Projections; Work Plans for 2018-2019. Director Lee recommended that the Executive Committee provide direction on the proposed Fiscal Year 2018-2019 Budget. He noted that it will be submitted for the Board of Directors' consideration after the Executive Committee recommends approval.

Answering questions from the Executive Committee and the User Committee, Director Lee provided input on several assumptions that were built into the five-year projections and on the \$50,000 allocated for recruitment. Addressing further questions, he discussed the following: the Authority's operating reserve policy of 10%; the reimbursements to the cities for the Urban Area Security Initiative (UASI) grant, originally planned to occur at the end of the Interoperability Network of the South Bay (INSB) project, but the contract with the City of Los Angeles includes monthly reimbursements; the idea of developing a cost methodology for the contract cities' expenses; and the need to further define the equipment replacement fund (ERF) previously approved in concept at the March 2018 meeting. Executive Director Lee confirmed that the Authority will invoice the cities for the mobile and portable radios for the INSB as soon as possible.

Finance Manager Arbuckle verified that the assessment descriptions can be changed to include reimbursable items and this information can be provided at the mid-year budget review.

The Executive Committee and User Committees discussed the need to refine staff's five-year projections of revenues and expenditures, including a schedule of reserve funds, as opposed to simple fund balance, in the Budget; and more clearly delineate the amount of revenue paid by the member and contract cities in the Budget.

Chief Fager emphasized the importance of making revisions to the assessment formula a priority.

The Executive Committee agreed that the proposed Fiscal Year 2018-2019 Budget, with updates incorporated as requested during this meeting, should be reviewed by the Committee prior to forwarding the Budget to the Board of Directors.

4. **INFORMATION ITEMS**

4a. Update on Mark 43 CAD/RMS Project

Captain Ishii provided updated information on the Mark 43 computer aided dispatch/records management system (CAD/RMS) project.

IT Manager Armstrong confirmed for Chief Medrano that the new CAD system will include capabilities to address new Department of Justice requirements.

4b. City Manager Medrano asked that new items entitled, "User Committee Comments" and "Executive Committee Comments" be added to the meeting agenda.

Executive/User Committee  
May 1, 2018

4c. Administration Manager Krok assured City Manager Medrano that Authority staff is addressing the First Net requirements needed in the mobile data computers and tablets.

5. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee reviewed his orientation/transition efforts during his first month at the Authority. He shared input on the status of the following items: the Authority's continued recruitment efforts for the position of communications operator; the City of Redondo Beach's request for a quote for consolidation of dispatch services; and the Interoperability Network of the South Bay (INSB) grant reimbursement.

6. **CLOSED SESSION**

Per the Government Code Sections shown below, at 10:45 AM, the Executive Committee entered into a closed session with Executive Director Lee and Laura Kalty, Liebert Cassidy Whitmore, to discuss the items listed 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)

Conference Re: Labor Negotiations  
Pursuant to Government Code Section 54957.6 (Discussion Re Former Executive Director's Post Retirement Oversight)

At 11:44 AM, the meeting returned to open session. No action was taken in closed session.

7. **ADJOURNMENT**

The meeting was adjourned at 11:45 AM.



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 30, 2018

**ITEM NUMBER:** 3b

**TO:** Executive Committee

**FROM:** Erick Lee, Executive Director

**SUBJECT:** AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE A PURCHASE ORDER TO TALLEY COMMUNICATIONS IN THE AMOUNT OF \$8,659 FOR EQUIPMENT AND SUPPLIES NECESSARY TO COMPLETE WI-FI ANTENNAE INSTALLATIONS FOR MOBILE RADIOS IN POLICE AND FIRE VEHICLES RELATED TO THE INSB PROJECT

**ATTACHMENTS:** None

### **RECOMMENDATION**

Staff recommends that the Executive Committee move to authorize the Executive Director to approve a purchase order to Talley Communications in the amount of \$8,659 for equipment and supplies necessary to complete Wi-Fi antennae installations for mobile radios in Police and Fire vehicles related to the Interoperability Network of the South Bay (INSB) Project.

### **BACKGROUND**

At its May 1, 2018 meeting, the Executive Committee approved the purchase and installation of necessary antennae, cabling, and miscellaneous parts for the Motorola mobile devices which are needed to facilitate programming over secured Wi-Fi networks to ensure operability on the Interoperability Network of the South Bay (INSB) network.

The costs associated with this purchase exceed \$5,000 and therefore require approval of the Executive Committee, per Resolution 259 adopted by the Executive Committee on October 16, 2007.

### **DISCUSSION**

In order to move forward with the installation project, the purchase of various antennae, cables and connectors is needed. Staff has identified Talley Communications (Talley) as a viable source for these materials.

Talley is a leader in the communications field and supplies materials to public safety agencies nationwide. The vendor sources its materials from over 300 manufacturers, maintains a wide variety of items in stock at numerous distribution centers to ensure parts are readily available, and can serve as a single point of contact for the materials related to this project. Because time is of the essence in preparing Police and Fire vehicles for the migration to the INSB radio network, staff recommends making these purchases, which total \$8,659, through Talley.

**FISCAL IMPLICATION**


On May 1, 2018, the Executive Committee authorized staff to invoice the applicable cities for the costs associated with the reimbursement of these purchases and installations at the conclusion of the project. The Authority will be reimbursed for 100% of the costs associated with the \$8,659 purchase from Talley.





# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 30, 2018  
**ITEM NUMBER:** 3c  
**TO:** Executive Committee  
**FROM:** Erick Lee, Executive Director 

**SUBJECT:** AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE AN AGREEMENT WITH XCEL MECHANICAL SYSTEMS, INC. FOR HEATING, VENTILATION AND AIR CONDITIONING MAINTENANCE SERVICES AND APPROVE A PURCHASE ORDER TO XCEL MECHANICAL SYSTEMS, INC. IN THE AMOUNT OF \$10,946 FOR THESE SERVICES

**ATTACHMENTS:** 1. Agreement

### **RECOMMENDATION**

Staff recommends that the Executive Committee move to authorize the Executive Director to approve an agreement with Xcel Mechanical Systems, Inc. for heating, ventilation and air conditioning (HVAC) maintenance services and approve a purchase order to Xcel Mechanical Systems, Inc. in the amount of \$10,946 for these services.

### **BACKGROUND**

The costs associated with this purchase exceed \$5,000 and therefore require approval of the Executive Committee, per Resolution 259 adopted by the Executive Committee on October 16, 2007.

### **DISCUSSION**

The Authority has contracted with Xcel Mechanical Systems, Inc. (Xcel) for the maintenance of all of its HVAC systems for many years. Services provided include air filter servicing and replacement, belt replacements, inspection and lubrication of motors and bearings, inspection of electrical components, refrigeration systems, and condensate pans, detergent cleaning of condenser coils, and regular oil changes. The covered systems are located at the following facilities:

1. 4440 West Broadway – Hawthorne, CA
2. 3516 Grandview Avenue – Manhattan Beach, CA
3. 1427 8<sup>th</sup> Street – Manhattan Beach, CA

4. 1700 ½ Punta Place – Palos Verdes Estates, CA

In order to ensure maintenance services occur at regular intervals and are not interrupted, staff recommends continuing to contract with Xcel for the next year. During FY 2018/19, staff will obtain quotes from multiple qualified vendors to ensure the Authority receives the most competitive pricing when the next agreement is awarded.

**FISCAL IMPACT**

The costs associated with this agreement total \$10,946 annually. This amount reflects the same discounted pricing the vendor has provided the Authority since 2016. Funds are available in Account #10-50-111-5701 (Administration/HQ Maintenance) for this agreement and associated purchases.

# **ATTACHMENT #1**

Agenda Item 3c

South Bay Regional Public  
Communications Authority  
4440 W. Broadway  
Hawthorne, CA 90250

May 15, 2018

Attn: David Lopez

**Project: South Bay Regional – Planned Maintenance**

Xcel Mechanical Systems is pleased to submit our proposal for quarterly planned maintenance service on the following mechanical systems:

Clarifications:

1. **Maintenance performed and billed per intervals below**
2. Access is readily available
3. No hazardous waste removal or interaction will be required
4. Work can be performed during normal workday hours
5. Work location is/are in readily accessible locations and do not require scaffold, powered lifts or removal of physical obstructions
6. Shut offs and valves are located properly and provide a 100% close off
7. Systems can be shut down for the period of work as required
8. Fire/life/safety devices will be shut down or safely disabled by the building engineering department if required

Inclusions:

1. 4440 W. Broadway, Hawthorne
  - a) Serviced Quarterly
    - (1) Outside air filter service
    - (2) Air conditioning unit air filter change
  - b) Service Bi-Annually
    - (1) Belt replacements as required
    - (2) Inspection and lubrication of motors and bearings
    - (3) Inspection of electrical components
    - (4) Inspection of refrigeration systems
    - (5) Inspection of condensate pans
    - (6) Visual and auditory evaluation of equipment
    - (7) Detergent cleaning of condenser coils as required
    - (8) Air Compressor Oil Change Bi-Annually
  - c) Covered Equipment List
    - (1) Central Air Handler (1)
    - (2) Computer Room Split Units (2)
    - (3) Radio Room Split Units (2)
    - (4) Electrical Room Split Unit (1)
    - (5) Computer Room Supply Fan (1)
    - (6) Circulation Pumps
    - (7) Boilers
    - (8) General Exhaust Fans
    - (9) Air Compressor

2. 3516 Grandview Ave, Manhattan Beach
  - a) Service Bi-Annually
    - (1) Outside air filter service
    - (2) Air conditioning unit air filter change
    - (3) Belt replacements as required
    - (4) Inspection and lubrication of motors and bearings
    - (5) Inspection of electrical components
    - (6) Inspection of refrigeration systems
    - (7) Inspection of condensate pans
    - (8) Visual and auditory evaluation of equipment
    - (9) Detergent cleaning of condenser coils as required
  - b) Covered Equipment List
    - (1) Radio Room Split Units (2)
3. 1427 8<sup>th</sup> St., Manhattan Beach
  - a) Service Bi-Annually
    - (1) Outside air filter service
    - (2) Air conditioning unit air filter change
    - (3) Belt replacements as required
    - (4) Inspection and lubrication of motors and bearings
    - (5) Inspection of electrical components
    - (6) Inspection of refrigeration systems
    - (7) Inspection of condensate pans
    - (8) Visual and auditory evaluation of equipment
    - (9) Detergent cleaning of condenser coils as required
  - b) Covered Equipment List
    - (1) Radio Room Split Units (2)
4. 1700 ½ Punta Pl., Palos Verdes Estates
  - a) Service Bi-Annually
    - (1) Outside air filter service
    - (2) Air conditioning unit air filter change
    - (3) Belt replacements as required
    - (4) Inspection and lubrication of motors and bearings
    - (5) Inspection of electrical components
    - (6) Inspection of refrigeration systems
    - (7) Inspection of condensate pans
    - (8) Visual and auditory evaluation of equipment
    - (9) Detergent cleaning of condenser coils as required
  - b) Covered Equipment List
    - (1) Radio Room Split Units (2)
5. Additional repairs will be quoted and billed as approved
6. Service will be performed in the months of:
  - a) Quarterly Service (**Mar., June, Sept., and Dec.**)
  - b) Bi-Annual Service (**June and Dec.**)
7. All work during regular hours

Exclusions:

1. Equipment cabinet or sheet metal repairs due to weather, age or rust
2. Preexisting conditions
3. Existing code deficiencies
4. Equipment repairs or parts other than noted above
5. Delays caused by inability to get required replacement parts



- 6. Loss of income or use due to breakdown or inability to make repairs
- 7. Storage or responsibility for required stock parts
- 8. Ductwork or air distribution modifications, repairs or replacement
- 9. Functionality of existing system and performance
- 10. Overtime hours

**The price for the work outlined above: ..... \$ 10,946.<sup>00</sup>  
 And will be billed Annually**

This proposal is valid for a period of 60 days from the date above and is automatically rescinded thereafter  
 If you have any questions concerning this bid, please feel free to contact me

Thank you,

*David Woods*

David Woods  
 Service Division Manager

Work Authorized By:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** MAY 30, 2018

**ITEM NUMBER:** 3d

**TO:** Executive Committee

**FROM:** Erick Lee, Executive Director

**SUBJECT:** AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH MUNITEMPS FOR ACCOUNTING SERVICES AND APPROVE A CORRESPONDING PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000 FOR THESE SERVICES

**ATTACHMENTS:** 1. Engagement Proposal

### **RECOMMENDATION**

Staff recommends that the Executive Committee authorize the Executive Director to execute an agreement with MuniTemps for accounting services and approve a corresponding purchase order in an amount not to exceed \$50,000 for these services.

### **BACKGROUND**

The Authority's Finance and Accounting Section is responsible for: payroll, accounts payable, accounts receivable, general accounting, treasury/cash management, budgeting, financial planning, ad-hoc analysis, labor negotiations analysis, grants management, inventory oversight, purchasing oversight, preparation of monthly and quarterly financial reports, coordination of the annual financial audit, and advising the Authority in financial matters.

Historically, the Authority staffed this section of the agency with two employees, a Finance and Accounting Manager and a Financial Accountant. As part of an organizational restructuring in 2014, the Financial Accountant position was eliminated. Current staffing in this section includes one employee, the Finance and Accounting Manager.

## **DISCUSSION**

Over the past year, the Authority's management team has undergone a significant amount of transition with the appointment of both a new Finance and Accounting Manager and a new Executive Director. With these changes, staff has identified a number of issues related to the Authority's Finance and Accounting Section that need to be reviewed and evaluated. Some of these issues relate to:

- Conducting a cost of services study to review and refine the Authority's cost allocation model
- Updating policies and procedures related to the procurement of goods and services
- Updating policies and procedures related to all areas of responsibility for the Finance and Accounting Section
- Integrating the Enterprise Resource Planning (ERP) system with other Authority-owned systems
- Implementing FLSA workweek parameters into payroll system

In order to ensure the Authority's routine business continues on without interruption while considerable amounts of time are spent working on special projects related to the issues identified above, staff recommends the hiring of a temporary Accountant for approximately six (6) months. Staff envisions this temporary employee working 20-30 hours per week and no more than 1,000 hours in a fiscal year. This temporary employee would assist the Finance and Accounting Manager in running the day-to-day functions of the Finance Section and provide additional capacity for the Finance and Accounting Manager to focus his time and energy on the aforementioned projects.

The Authority has received a proposal from MuniTemps, a vendor that specializes in providing temporary employees to local government agencies, to provide a temporary Accountant. The bill rate would range from \$59.50 to \$69.50 per hour, depending on the education and qualifications of the employee selected.

The services to be provided by the vendor are professional in nature and therefore require approval of the Executive Committee, per Resolution 259 adopted by the Executive Committee on October 16, 2007.

## **FISCAL IMPACT**

The costs associated with this proposal range from \$30,000 to \$50,000, depending on the actual number of hours to be worked and the qualifications of the employee selected. Funding for this position would be off-set by the salary and benefits savings from the Technical Services Manager position which is currently vacant and not anticipated to be filled during the first half of Fiscal Year 2018-19. No additional appropriation is necessary.



# **ATTACHMENT #1**

Agenda Item 3d

GOVERNMENT STAFFING SERVICES, INC.

# TEMP STAFFING REQUEST



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933  
 Phone: 1-866-406-6864 • Fax: 1-866-498-6678  
 Website: www.munitemps.com

<b>Municipality:</b>	<b>South Bay Regional Public Communications Authority</b>	Notes
<b>Client Contact:</b>	<b>Scott Arbuckle</b>	<b>Finance Account Manager</b>
<b>Temp Position:</b>	<b>Accountant</b>	<b>TBD</b>
<b>Bill Rate per Hour:</b>	<b>\$59.50 - \$69.50</b>	DOE/DOQ
<b>Hours per Week:</b>	<b>40</b>	Regular AuthoritySchedule
<b>Start Date:</b>	<b>ASAP</b>	TBD
<b>Expected Duration:</b>	<b>6 months</b>	As needed

**Authorized Signature:** \_\_\_\_\_  
**Authority Representative**

**Today's Date:** \_\_\_\_\_ **5/15/2018**

Authority will not hire candidates presented by MuniTemps, either as direct employee, as independent contractor, or through any person or firm other than MuniTemps unless a 15% of annual salary recruiting fee is paid to MuniTemps or Authority approves a new Exhibit "A" prepared by MuniTemps with mutually agreed upon terms and conditions. Also, if MuniTemps presents a candidate that has already been presented to the City, either by another staffing firm or by the candidate directly, the Authority agrees to notify MuniTemps within 24 hours and provide date-stamped documentation that MuniTemps was not the first to present the candidate if Authority decides to hire the MuniTemps candidate through another party. This requirement shall remain effective for 183 days from the date candidates are presented to the Authority by MuniTemps.

Candidates identified by Authority as of today (if any. If none, please use "n/a"): \_\_\_\_\_



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** MAY 30, 2018

**ITEM NUMBER:** 3e

**TO:** Executive Committee

**FROM:** Erick Lee, Executive Director

**SUBJECT:** AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN ENGAGEMENT PROPOSAL WITH BARTEL ASSOCIATES FOR GASB 68 REPORTING SERVICES AND APPROVE A CORRESPONDING PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$2,000 FOR THESE SERVICES

**ATTACHMENTS:** 1. Engagement Proposal

### **RECOMMENDATION**

Staff recommends that the Executive Committee authorize the Executive Director to execute an engagement proposal with Bartel Associates for GASB 68 Reporting services and approve a corresponding purchase order for these services.

### **DISCUSSION**

Governmental Accounting Standards Board (GASB) statement number 68 requires an annual valuation and reporting of net pension liability (NPL) for the Authority. Due to the complex nature of the actuarial valuation, this task is best suited for outside professionals with subject matter expertise in this sector.

The Authority has contracted with Bartel Associates for last the few years to prepare its GASB 68 information for its CalPERS cost sharing plans. The vendor has submitted a proposal in the amount of \$1,250 to prepare the next set of valuations, based on the Authority's final FY2018/19 payroll expenses and CalPERS contributions.

The services to be provided by the vendor are professional in nature and therefore require approval of the Executive Committee, per Resolution 259 adopted by the Executive Committee on October 16, 2007.

### **FISCAL IMPACT**

The costs associated with this proposal total \$1,250, with optional services quoted at \$300. Funds are available in Account # 10-50-111-5304 (Administration/Accountant-Audit Services) for this agreement and its associated services.

# **ATTACHMENT #1**

Agenda Item 3e



March 29, 2018

Valerie Mohler  
Finance Manager  
**South Bay Regional Public Communications Authority**  
4440 W. Broadway  
Hawthorne, CA 90250

**Re: 2018 GASBS 68 Actuarial Information for CalPERS Cost-Sharing (Risk Pool) Plans**

Dear Ms. Mohler:

Bartel Associates is available to assist the South Bay Regional Public Communications Authority with 6/30/2018 GASB Statement 68 reporting. Based on your participation in the Miscellaneous risk pool only, our base fee of \$1,250 includes:

- Your proportionate share of net pension liability, NPL sensitivity, and deferral amounts
- All employer-specific deferrals and associated amortization schedules
- Net pension expense
- All actuarial amounts required for the note disclosures and RSI
- Up to 1 hour review/discussion of the report with you and/or your auditors.

To complete the report we need:

- FY 2018 CalPERS contributions by rate group (available on MyCalPERS)
- FY 2018 covered payroll (available on MyCalPERS)
- Link to your 2017 CAFR or financial statements.

This data won't be available until after June 30, 2018. We expect turnaround for the reports to be 2-3 weeks after we receive all data. We also can prepare an earlier preliminary report using estimated amounts for an additional fee. Extra work or schedules not in our standard report are available at an additional charge.

To authorize us to begin this engagement, please complete the information on the following page or contact me or Kateryna Doroshenko, actuarial analyst, by email as listed below. We look forward to assisting you with this important reporting requirement.

Sincerely,

A handwritten signature in cursive script that reads "Mary Beth Redding".

Mary Beth Redding  
Vice President & Actuary  
[mbredding@bartel-associates.com](mailto:mbredding@bartel-associates.com); 650/377-1617  
[kdoroshenko@bartel-associates.com](mailto:kdoroshenko@bartel-associates.com); 650/377-1663



I accept Bartel Associates' proposal to prepare GASBS 68 information for our CalPERS cost sharing plans. Reports will be completed 2-3 weeks after receipt of final June 30, 2018 data.

Agency: South Bay Regional Public Communications Authority  
Risk Pool: Miscellaneous risk pool only  
Base Fee: \$1,250

Additional services requested:

\_\_\_\_\_ Preliminary report using estimated data (projected fee \$300).  
Please provide estimated CalPERS FY2018 contributions, separately by rate group.  
Date preliminary report required \_\_\_\_\_.

\_\_\_\_\_ Other: Please list any special request:

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
South Bay Regional Public Communications Authority  
Agency

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address/Email/Phone:



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** MAY 30, 2018

**ITEM NUMBER:** 3f

**TO:** Executive Committee

**FROM:** Erick Lee, Executive Director

**SUBJECT:** AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CHANGE ORDER WITH MOTOROLA SOLUTIONS, INC. FOR ADDITIONAL WORK ASSOCIATED WITH THE INSB P25 RADIO PROJECT

**ATTACHMENTS:** 1. Change Order

### **RECOMMENDATION**

Staff recommends that the Executive Committee authorize the Executive Director to execute an change order with Motorola Solutions, Inc. (Motorola) for additional work associated with the Interoperability Network of the South Bay (INSB) Project 25 (P25) Radio Project.

### **DISCUSSION**

In 2015, the Authority was awarded a \$5,000,000 grant under the Urban Area Security Initiative (UASI) for the Los Angeles/Long Beach operational area to implement the INSB network. The purpose of this grant is to upgrade and migrate six repeater sites to digital trunking and interface the system with other regional public safety partners.

In September 2017, the Authority entered into an agreement with Motorola for services, equipment, and software necessary to develop the INSB network. The original scope of this project anticipated installing radio repeater equipment at a site owned by the Chevron Corporation in the City of El Segundo. Despite much effort, the Authority was not able to secure the proper permissions from Chevron to install this site. Therefore, an alternate site was identified. This new site is the City of El Segundo's water tower located at 400 Lomita Street in El Segundo, CA.

Due to the change in scope of this project, additional costs have been incurred by the Authority. All original equipment and services for the Chevron site will be re-purposed for the El Segundo water tower site. However, due to the increased complexity of this

site, Motorola will also need to provide additional services that are necessary to complete the integration of this site into the INSB P25 Radio Project.

The costs associated with this change order exceed \$5,000 and therefore require approval of the Executive Committee, per Resolution 259 adopted by the Executive Committee on October 16, 2007.

**FISCAL IMPACT**

The costs associated with this change order total \$41,644. The Authority will be reimbursed for these expenditures by the City of Los Angeles under the terms of UASI 2016 grant agreement. With this change order, the grant will be exhausted with \$4,999,595.39 of the \$5,000,000 in awarded funds either expended or allocated.



# **ATTACHMENT #1**

Agenda Item 3f

**Change Order No.** CO-001  
**Date:** May 22, 2018  
**Project Name:** INSB P25 Radio Project  
**Customer Name:** South Bay Regional Public Comm  
**Customer Project Mgr:** Erick Lee

**The purpose of this Change Order is to:** *(highlight the key reasons for this Change Order)*

Scope of this change order to document the following changes to the INSB project scope –

Chevron site to be replaced with El Segundo Water Tank

- All original equipment and services for Chevron representing a (12) twelve channel P25 remote site will be re-purposed for El Segundo Water Tank site
- Provide additional services necessary to complete the integration of the El Segundo Water Tank into the INSB P25 Radio Project due to increase complexity

**Contract #** 701203804 **Contract Date:** September 7, 2017

In accordance with the terms and conditions of the contract identified above between South Bay Regional Public Comm and Motorola Solutions, the following changes are approved:

### Contract Price Adjustments

Original Contract Value:	\$ 4,458,356.00
Previous Change Order amounts for Change Order numbers <input type="text" value="000"/> through <input type="text" value="000"/>	\$ 0.00
This Change Order:	\$ 41,644.00
New Contract Value:	\$ 4,500,000.00

### Completion Date Adjustments

Original Completion Date:	July 31, 2018
Current Completion Date prior to this Change Order:	July 31, 2018
New Completion Date:	November 29, 2018



**Changes in Equipment:** *(additions, deletions or modifications)* **Include attachments if needed**  
No changes in Equipment

**Changes in Services:** *(additions, deletions or modifications)* **Include attachments if needed**  
Contract services changes, and / or additions as follows –  
Additional services to support change in installation requirements at El Segundo Water Tank

**Schedule Changes:** *(describe change or N/A)*  
Project Performance Schedule updated to include additional scope included in this change order.  
Additionally, revised completion date accounts for extended lead time required for delivery of original contractual deliverables

**Pricing Changes:** *(describe change or N/A)*  
Net contract amount change increase of \$41,644.00

**Customer Responsibilities:** *(describe change or N/A)*

- Provide receipt of materials and adequate storage facility
- Provide access to site of work

**Payment Schedule for this Change Order:**  
*(describe new payment terms applicable to this change order)*  
100% due upon completion of work

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions, Inc.****Customer**

By: \_\_\_\_\_  
Printed \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Reviewed by: Scott Clayton  
Motorola Solutions Project Manager

Date: 5/22/2018




# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 30, 2018

**ITEM NUMBER:** 3g

**TO:** Executive Committee

**FROM:** Erick Lee, Executive Director 

**SUBJECT:** RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2018-2019 SUPERSEDING RESOLUTION 309

**ATTACHMENTS:** 1. Resolution

### **RECOMMENDATION**

Staff recommends that the Executive Committee move to adopt Resolution 310:

RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2018-2019 SUPERSEDING RESOLUTION 309.

### **BACKGROUND**

The California Government Code Section 53646 (a) (2) states: "the treasurer or chief fiscal officer of the local agency may annually render to the legislative body of that local agency and any oversight committee of that local agency, a statement of investment policy, which the legislative body of that local agency shall consider at a public meeting. Any change in the policy shall also be considered by the legislative body of the local agency at a public meeting."

## **DISCUSSION**

No changes are recommended in the existing Statement of Investment Policy. Due to liquidity requirements, staff continues to invest its idle cash 100% with the State's Local Agency Investment Fund (LAIF), which is one of the permitted investments under the Statement of Investment Policy. Liquidity requirements will continue to be of significant importance in the near future. Several projects are currently in the early stages of approval and funding policies have yet to be established.

The Authority uses LAIF in order to maximize interest earnings on liquid funds that remain immediately available. LAIF provides the Authority with an opportunity to participate in a major portfolio that invests hundreds of millions of dollars at no additional cost to the taxpayers. As of April 30, 2018, LAIF has 2,413 participant agencies with a total of \$22.05B invested. As of April 2018, LAIF's average monthly effective yield was 1.661%.

The Authority's Treasurer is Tim Lilligren, the City Treasurer for the City of Manhattan Beach. Mr. Lilligren has reviewed and approved the attached Resolution 310 establishing the Annual Statement of Investment Policy for Fiscal Year 2018- 2019.

## **LEGAL REVIEW**

The proposed resolution was reviewed by the Authority's counsel, Peter Wallin from the City of Gardena.

## **FISCAL IMPACT**

The proposed resolution does not have any direct fiscal impact to the Authority.

# **ATTACHMENT #1**

Agenda Item 3g

## **RESOLUTION NO. 310**

### **A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2018-2019 SUPERSEDING RESOLUTION NO. 309**

**WHEREAS**, Government Code Section 53646 (a)(2) states that the treasurer or chief fiscal officer of the local agency **may** annually render to the legislative body of that local agency a Statement of Investment Policy; and

**WHEREAS**, the chief fiscal officer (i.e., the Accounting & Finance Manager) of the South Bay Regional Public Communications Authority (Authority) has prepared the annual Statement of Investment Policy for Fiscal Year 2017-2018 as follows; and

**WHEREAS**, Government Code Section 6509.5 authorizes the Authority to invest any money in its treasury pursuant to Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as permitted to local agencies pursuant to Sections 53601 et seq. of the Government Code;

#### **SECTION 1: PURPOSE**

The purpose of these investment policy guidelines is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment process to maximize the use of idle cash in the Authority's treasury. The initial step toward a prudent investment policy is to organize and formalize investment-related activities. Related activities, which comprise good cash management, include accurate cash projection; the expeditious collection of revenue; the control of disbursements; cost-effective banking relationships and short-term borrowing programs which coordinate working cash requirements; and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

#### **SECTION 2: SCOPE**

The intent of this policy is to cover all short-term operating funds and investment activities of the Authority. The California Government Code Sections 53601 and 5922(d) authorize bonds, Certificates of Participation, notes, and other debt issue proceeds to be invested in accordance with the related offering documentation. These Code sections recognize the unique needs and objectives of such proceeds. Likewise, Deferred Compensation Plans are covered under California Government Code and as such, this policy is not applicable to the Deferred Compensation Plan of the Authority.

#### **SECTION 3: OBJECTIVES**

- A. Safety of principal is the foremost objective of the Authority, followed by liquidity, and yield. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities, defaults, or erosion of market value.



- B. Investment decisions should not incur unreasonable credit or market risks in order to obtain current investment income. "Credit risk," defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in only very safe securities and by diversifying the investment portfolio so that the failure of any one issuer would not unduly harm the Authority's cash flow.
- "Market risk," defined as the risk of market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by structuring the portfolio so that securities mature at the same time that major cash outflows occur, thus eliminating the need to sell securities prior to their maturity. Market Risk shall also be mitigated by prohibiting the taking of short positions (selling securities that the Authority does not own). The Authority explicitly recognizes that in a diversified portfolio, occasional measured losses are inevitable and must be considered within the context of overall investment return.
- C. The Authority's investment portfolio shall remain sufficiently liquid to enable the Authority to meet all operating requirements, which might be reasonably anticipated.
- D. The investment portfolio shall be managed to attain a market average rate of return throughout budgetary and economic cycles, taking into account the Authority's investment risk constraints, cash flow requirements, and State and local laws, ordinances, or resolutions that restrict the placement of short-term funds.
- E. The Authority shall not make investments for the purpose of trading or speculation as the dominant criterion.
- F. The Authority shall adhere to the guidance provided by the "prudent person rule," which obligates a fiduciary to ensure that investments shall be made with the exercise of that degree of judgment and care which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived. This standard shall be applied in the next context of managing an overall portfolio.

#### **SECTION 4: DELEGATION OF AUTHORITY**

The Authority Treasurer shall manage investments. The Authority Treasurer shall designate the Accounting & Finance Manager to perform the management of the Authority's investments.

#### **SECTION 5: REPORTING**

The Authority's Accounting & Finance Manager shall prepare a quarterly investment report and submit it to the Executive Committee of the Authority. Schedules of the quarterly report shall itemize the quarter's investment activities' effect on portfolio value, both individually and by investment category. Annually, or in June of each year, the Accounting & Finance Manager shall submit for consideration and approval by the Executive Committee the Investment Policy of the Authority. The Accounting & Finance Manager, along with the Executive Director, shall make all filings as required by the State of California.

## **SECTION 6: INVESTMENT INSTRUMENTS**

Investments shall be made only in those instruments specifically authorized by California State laws, and to no greater an extent than authorized by those laws. Investments may be made in the following instruments:

- Securities of the U.S. Government, or its agencies
- Certificates of Deposit or Time Deposits placed with commercial banks and/or savings and loan associations
- Negotiable Certificates of Deposits issued by a nationally or state-chartered bank, a savings association, or a federal association (as defined by Section 5102 of the Financial Code) , a state of federal credit union, or by a state-licensed branch of a foreign bank
- Local Agency Investment Fund (State Pool) Demand Deposits
- Los Angeles County Pool

Investments which the Authority specifically prohibits:

- Bond Funds
- Money Market Mutual Funds
- Reverse Repurchase Agreements
- Derivatives when possibility of returning no yield such as inverse floaters, range notes or non-Treasury interest-only strips

Additional Authority guidelines are as follows:

- A. No investment shall be purchased which matures more than three years from the date of purchase without the prior approval of the Executive Committee.
- B. To reduce overall portfolio risk while attempting to attain market value rates of return consistent with the primary objectives of safety and availability of funds, investments shall be diversified across types of investments, maturities of those investments, and institutions in which those investments are made.

1. **Investment Instruments**

Investments shall be made only in those instruments specifically authorized by California State laws, and to no greater an extent than authorized by those laws. Additional Authority guidelines and restrictions are listed below. However, the Authority Treasurer and/or the Accounting & Finance Manager may at his/her discretion temporarily exceed these guidelines when repositioning the portfolio. Should the Accounting & Finance Manager recommend an extended departure from the diversification guidelines (more than 90 days) approval shall be required of the Executive Committee of the Authority.

State Investment Pool	100% of portfolio, maximum
County Investment Pool	50% of portfolio, maximum
U.S. Federal Agencies	33-1/3% maximum for each agency; 60% maximum overall
U.S. Treasuries	No limit
Certificates of Deposit	20% maximum
Negotiable Certificates of Deposit	20% maximum

**SECTION 7: RELATIONSHIPS WITH FINANCIAL INSTITUTIONS**

- A. The Authority may only purchase statutorily authorized investments, not purchased directly from the issuer, from either an institution licensed by the State as a broker/dealer, from a national or state chartered bank, from a federal or state savings institution, from a brokerage firm designated as a regional broker-dealer or a primary government dealer by the Federal Reserve Bank, or a member of a securities exchange.
- B. All financial institutions with which the Authority conducts investment activities must agree in writing to undertake reasonable efforts to prevent illegal and/or imprudent transactions involving Authority funds. Should it come to the attention of the Authority Treasurer and/or the Accounting & Finance Manager that the Authority's funds have been involved in illegal and/or imprudent transactions, the Authority Treasurer and/or the Accounting & Finance Manager shall report this information to the Executive Committee of the Authority along with options for dealing with the situation.
- C. Primary government securities dealers who report to the New York Federal Reserve are preferred for conducting transactions of all eligible securities other than non-negotiable certificates of deposit.

**SECTION 8: INTERNAL CONTROLS**

Internal controls shall be as follows:

- A. Written confirmations or statements of account from the parties involved shall evidence all investments, maturities and sales.
- B. Each certificate, security or safekeeping receipt shall be compared to a purchase order or log sheet to verify that the securities received are the same as those purchased.
- C. Someone shall review all evidence of investment transactions (e.g., certificates, securities, safekeeping receipts, broker/dealer confirmations, statements, etc.) other than the person(s) responsible for making the investments.

Safekeeping policies shall be as follows:

- A. Negotiable certificates and securities shall be held by a third-party custodian/safekeeping account in a manner that establishes the Authority's right of ownership.
- B. Non-negotiable certificates and securities may be stored in the Authority Treasurer's vault.
- C. A broker/dealer shall never hold Authority investments.

**SECTION 9: RISK TOLERANCE**

The Authority recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. Investment managers are expected to display prudence in the selection of securities as a way to minimize default risk.

No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The Authority Treasurer and/or the Accounting & Finance Manager shall periodically establish guidelines and strategies to control risks of default, market price changes, and illiquidity. All investment reports shall specifically address whether current investment results have been affected by any of the foregoing risks, and shall explain what actions investment officials have taken to control or correct for such risks.

**SECTION 10: INDEMNIFICATION OF INVESTMENT OFFICIALS**

Any investment officer exercising his or her authority with due diligence and prudence, and in accordance with the Authority's Investment Policy, shall not be held personally liable for any individual investment losses or for total portfolio losses.

**NOW, THEREFORE, BE IT RESOLVED** by the Executive Committee of the South Bay Regional Public Communications Authority that an annual Statement of Investment Policy for the South Bay Regional Public Communications Authority has been filed by its chief fiscal officer pursuant to Government Code Section 53646(a) (2).

**WE HEREBY CERTIFY** that the foregoing is a true and correct copy of the resolution adopted by the Executive Committee of the South Bay Regional Public Communications Authority in a meeting held on the 30th day of May, 2018 by the following vote:

- Ayes:
- Noes:
- Absent:
- Abstain:

\_\_\_\_\_  
Bruce Moe, Chairman  
Executive Committee

\_\_\_\_\_  
Erick Lee, Secretary  
Executive Committee



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 30, 2018

**ITEM NUMBER:** 3h

**TO:** Executive Committee

**FROM:** Shannon Kauffman, Operations Manager *SK*

**SUBJECT:** MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND THE COMMUNICATIONS WORKERS OF AMERICA

**ATTACHMENTS:**

1. Tracked Changes Communications Workers of America (CWA) 2017-2020 Memorandum of Understanding (MOU)
2. Communications Workers of America (CWA) 2017-2020 Memorandum of Understanding

### RECOMMENDATION

Staff recommends that the Executive Committee approve the attached memorandum of understanding between the South Bay Regional Public Communications Authority and the Communications Workers of America.

### BACKGROUND

The Communications Workers of America (CWA) bargaining group represents all communications supervisors within the Authority. The last memorandum of understanding (MOU) for this group expired on June 30, 2017. Representatives of the CWA bargaining group and the Authority, have met and conferred in good faith from the beginning of June 2017 through the end of March 2018 and have agreed to the terms found in the attached MOU. The new agreement has a term of three (3) years from July 1, 2017 to June 30, 2020.

### DISCUSSION

As a result of *Flores v. City of San Gabriel*, 824 F.3d 890 (9th Cir. 2016), in which the ninth circuit court held that cash in lieu of benefits' payments must be calculated in the regular and overtime rates of pay, the Authority negotiated the elimination of the cash in

lieu of benefits' payment in the proposed MOU with the Communications Workers of America. In order to, compensate for this reduction, the Authority provided a salary increase and increase in medical contributions over a three (3) year term.

Significant terms of the proposed MOU are as listed below:

1. Term of Agreement

- July 1, 2017 – June 30, 2020

2. Salary (Appendix A)

- Negotiated salary increases are as follows:
  - Year One: 2.5 % (effective April 1, 2018)
  - Year Two: 2.5 % (effective July 1, 2018)
  - Year Three: 2.5 % (effective July 1, 2019)

3. Section 10.5 Education

- Tuition reimbursement not to exceed \$12,000. Previous benefit allowed an employee to utilize \$4,000 per fiscal year with no maximum allowance.
- Education bonus changed from a percentage based incentive to fixed dollar amount. Current employees receiving an education bonus will be capped at the dollar amount equivalent to their current education bonus rate. New education bonus rates effective on the execution of the contract are:
  - Registered Public Leader (RPL) \$200.00 a month
  - Associates Degree \$350.00 a month
  - Bachelors Degree and above \$450.00 a month

4. Section 11.2 Contribution Amount

- Increase in contribution amount toward an employee's medical and dental insurance premiums. Scheduled increases as follows:
  - Effective upon execution of the contract: \$1150 per month
  - July 1, 2018: \$1200 per month
  - July 1, 2019: \$1250 per month

5. Section 11.3 IRS Section 125 Cafeteria Plan

- Elimination of cash in lieu of benefits.

## 6. General

- Reorganization of articles and sections.
- Clarifying language to improve the ease of understanding and/or administration of MOU provisions.
- Memorialization of procedures and practices not previously contained in the MOU.
- Removal of language no longer applicable or out of date and addition of new language clarifying current practices.
- Corrections or revisions to language in existing contract terms.

### **FISCAL IMPACT**

The projected costs for this memorandum of understanding over the three year term is \$206,021.

# **ATTACHMENT #1**

Agenda Item 3h



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SOUTH BAY REGIONAL PUBLIC**  
**COMMUNICATIONS AUTHORITY**  
**and**  
**THE COMMUNICATIONS WORKERS OF AMERICA**

July 1, 2017 through June 30, 2020

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the South Bay Regional Public Communications Authority (Authority) and the Communications Workers of America (Union). Agreement is binding upon Authority only upon approval of the Executive Committee and shall apply from July 1, 2017 through June 30, 2020.

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 or not that issue was raised at a meet and confer session preceding this Agreement, unless the parties agree to bargain about it. There are two sub-groups of employees, which are defined as: Group A employees are Supervisors with a hire date prior to October 25, 2011; Group B employees are Supervisors with a hire date after October 25, 2011.

ARTICLE 2 -- RECOGNITION OF UNION

Section 2.1 -- Union Recognition. The Authority recognizes the Union as the exclusive representative for all employees in the job classification of Communications Supervisor.

ARTICLE 3 -- MANAGEMENT RIGHTS

Section 3.1 -- Management Rights. The Authority retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to determine its mission; set standards of service; determine procedures and standards of selection for 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 the Authority and is expressly excluded from the grievance procedure. Both parties further agree that failure to exercise any prerogative or exercising one in a certain manner, shall not be deemed a waiver of the right to exercise the right or to exercise it in a new or different manner. This Section in no way sets aside the employee's right to use the grievance procedure as defined.

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ARTICLE 4 -- NO STRIKE, NO LOCKOUT

Section 4.1 -- Work Interruption. During the life of this Agreement, the Union 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 or unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycott activities by the Union, and refusal to work on and handle equipment, or produce any materials or services because of a labor dispute. Authority shall reprimand, suspend, demote, or terminate or otherwise discipline any employee who actively engages in such action against the Authority during the life of this Agreement. Any disciplinary action as a result of this Section by the Authority shall be the final and binding administrative action upon the Union and its members, and shall in no case be considered as a violation by the Authority of any provision of this Agreement.

Section 4.2 -- Lockout. The Authority will not lock out any employee.

Section 4.3 -- Discipline. Any employee engaging in any action prohibited by this Article shall be subject to immediate discharge or other discipline as the Authority may assess. Such discharge or discipline shall not be reviewable through any grievance procedure.

ARTICLE 5 -- PAYROLL DEDUCTIONS

Section 5.1 -- Union Security. Under Federal labor laws and obligations under this Agreement, the Union is required to fairly and equally represent all of the employees in the bargaining unit without regard to whether or not the employee is a member of the Union.

All employees who are members of the Union in good standing and all employees who thereafter become members shall, except as specified in the Article, remain members of the Union in good standing for the duration of this Agreement as a condition of employment. Members shall be considered in good standing as long as they tender the periodic dues uniformly required as a condition of membership.

If a dispute arises as to whether an employee was a member of the Union in good standing under the above provisions, such dispute may be submitted and settled as mutually agreed by the Authority and the Union.

The Authority agrees to provide payroll deductions of membership dues upon the written authorization of employees in the unit, on forms provided to the Authority. Each employee covered by this Agreement shall have dues deducted in accordance with applicable administrative procedures for the duration of this Agreement.

Section 5.2 -- Indemnity. The Union shall hold harmless, indemnify and provide a defense for the Authority against any claim, demand, suit, or other form of liability that shall arise out of action taken or not taken by the Authority in complying with the provisions of this Article.

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ARTICLE 6 -- SAVINGS PROVISION

Section 6.1 -- 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 7 -- MEAL PERIOD AND BREAK PERIOD

Section 7.1 -- Nature of Work. Both parties recognize that the nature of emergency dispatching requires staffing twenty-four (24) hours a day. Both parties further recognize that the workload is sporadic and not evenly spaced during the shift or workday.

Section 7.2 -- Breaks. Each employee's paid breaks and meal periods shall be taken under the following guidelines:

- 2 hours: no break
- 4 hours: no break
- 6 or more hours: one 15-minute break
- 8 or more hours: one 15-minute break and one 30-minute meal period
- 12 or more hours: two 15-minute breaks and one 30-minute meal period
- 16 or more hours: three 15-minute breaks and one 30-minute meal period

Employees must remain on-site during their break and meal periods. The Authority must respond to emergency situations, and when an emergency occurs as determined by the Authority, the above-stated periods may be cancelled during a shift.

If paid breaks or meal periods cannot be accommodated as stated in the guidelines above, employees shall take their paid breaks and meals as they can accommodate them; however, in no event shall an employee be away from the Communications Center for more than thirty (30) minutes at one time.

Section 7.3 -- Failure to Grant. Both parties further recognize that the workload will not always allow granting of such meal and break periods. Failure of the Authority to appropriately schedule adequate personnel for breaks may be the subject of a grievance.

ARTICLE 8 -- HARASSMENT AND DISCRIMINATION

Section 8.1 -- No Discrimination. The Union and the Authority agree not to discriminate against any employee or applicant because of age, sex, race, national origin, religion, and/or Union membership and activity.

Section 8.2 -- No Harassment. The Authority expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No

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**Deleted:** Goals. The Authority's goal is to grant each employee a thirty (30) minute meal period and two (2) fifteen (15) minute break periods, one during the first half of the shift and the other during the last half of the shift.

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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, the Operations Manager, or the Executive Director. Any employee who engages in such conduct is subject to disciplinary action including immediate discharge.

ARTICLE 9 -- ATTENDANCE AND LEAVES

Section 9.1 -- 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 shall be compensated at the straight time rate.

"Immediate family" is construed to mean father, mother, husband, wife, brother, sister, child, stepchild, stepfather, stepmother, father-in-law, mother-in-law, legal guardian, foster child, foster parent, or any of them. Grandparent, grandchild, or significant other, is also considered "immediate family." A "significant other" must be designated to the Authority sixty (60) days before death in order for an employee to obtain bereavement leave. A maximum of three (3) days shall be granted for such leave. Absence under this subsection is not chargeable to sick leave.

In the event of death of an employee's uncle, aunt, niece, nephew, brother-in-law or sister-in-law, a one day bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave shall be compensated at the straight time rate.

Section 9.2 -- Compensatory Time Off. Compensatory time may be granted by the Executive Director as an alternate method of compensation for overtime work. In lieu of paid overtime, an employee may accrue compensatory time at the earned rate, either straight time or time and one half depending on the hours actually worked in that employee's work week. Employees shall accrue no more than 100 hours of compensatory time

The Authority shall not allow compensatory time accrual when a Communications Supervisor is in an overtime status for another Communications Supervisor or Operator who is in a compensatory time status. The Union agrees that there shall be no pyramiding or compounding of compensatory accrual. The Communications Supervisor bargaining unit shall be responsible for covering staffing levels when compensatory time has been authorized and a sick leave or other unscheduled leave vacancy occurs in the schedule. The Authority shall fill the unscheduled vacancy with a Communications Supervisor unit member by voluntary or mandatory overtime, whichever is most practical at the time.

Section 9.3 -- Holidays.

(a) Paid Fixed Holidays. The Authority shall observe eight (8) fixed holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Fixed Holiday time earned in a calendar year must be taken off by June 30 of the subsequent

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calendar year. Failure to do so will result in the loss of the time. Upon employment termination, unused holidays earned will be compensated at the employee's base rate of pay, which is defined as the employee's base salary per the salary schedule without any special pay.

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(b) Paid Floating Holidays. In addition to the fixed holidays listed above, all full-time employees will be paid for seven (7) floating holidays when taken any time during the calendar year. Floating holidays do not carry over from year to year, but must be used during the year in which earned. Employee must be on paid status for six (6) days in each pay period in order to earn a paid floating holiday for that pay period. There shall be no limit as to the number of floating holidays taken at one time, as long as the ones taken have been earned. Accrual of floating holidays shall be handled as follows:

- (1) Permanent employees shall be awarded three (3) floating holidays on January 1 of each year; an additional four (4) will be awarded on July 1.
- (2) Probationary employees shall receive floating holidays depending upon their hire dates, as follows:

Hire Date	Number Awarded	When Awarded
Jan 1-Feb 28 (29)	7	3 on hire date, 4 on July 1
Mar 1-Apr 30	6	2 on hire date, 4 on July 1
May 1-Jun 30	5	1 on hire date, 4 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 will be compensated at the employee's base rate of pay, which is defined as the employee's base salary per the salary schedule without any special pay.

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An employee who has been awarded more floating holiday time than that which would be accrued on a pro-rated bi-weekly basis (2.538 hours bi-weekly), shall not be paid for any holiday time which exceeds what he/she would have accrued on a pro-rated bi-weekly basis as of the date of termination. An employee who has used more holiday time than that which would be accrued on a pro-rated bi-weekly basis, shall have deducted from his/her final paycheck, an amount equivalent to the holiday time which exceeds what he/she would have accrued on a pro-rated bi-weekly basis as of the date of termination.

Section 9.4 -- Hours of Work. Employees shall be required to work a minimum of eight (8) hours per assigned workday. Based on each employee's particular work schedule, an employee may be assigned to work up to twelve (12) hours per day. Employees for whom necessity requires a different schedule than that generally applied, exemplified as staff services, training and special assignments, shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

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(a) **Work Week.** An employee's work week is a fixed and regularly recurring period of one hundred sixty eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. A work week need not coincide with the calendar week but may begin on any day and at any hour of the day. Work week(s) shall be designated by the Authority. For all employees working a 3/12 work schedule (three [3], twelve-hour [12] work days per work week with one eight-hour [8] workday every other workweek, which will always be on the day of the week following the third twelve-hour [12] shift of that week) their work week shall begin exactly four (4) hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

For employees scheduled to work a 5/40 (five, eight-hour workdays per work week) or a 4/10 (four ten-hour work days per work week), their workweek shall begin at 12:00 a.m. on Friday and end the following Thursday at 11:59 p.m.

For all employees working a 9/80 work schedule (five, nine-hour days one week, followed by three, nine- hour days and an eight hour day the following week) their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week, which constitutes their alternating regular day off.

- (b) **Definitions of Hours Worked.** Hours worked will be calculated as provided for by the Fair Labor Standards Act (FLSA) for actual time worked. Hours worked do not include time for which persons are compensated but do not actually work; specifically, sick leave, vacation leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury duty or any other leave of absence.. A trade will be considered as actual hours worked for the absent employee.
- (c) During the term of this agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.
- (d) **Work Schedules.** During the term of this Agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.

Section 9.5 – Leaves. No less than, all provisions provided for by California State and/or Federal law shall be granted to full-time employees.

Section 9.6 -- Injury Leave. Each employee 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 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.

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Section 9.7 -- Jury Duty Leave. A full-time employee of the Authority who is duly summoned for jury duty during the employee's regular work schedule, and who provides a copy of the jury duty summons to the Authority, shall be entitled, while so actually serving, to his/her regular compensation up to a maximum of fifteen (15) calendar days, provided he/she 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 employee. Employee shall return to Authority after employee is released from actual service. Employee may call or text in to speak to the Operations Manager or his/her designee, to request an exception, and the Operations Manager or his/her designee, shall reasonably exercise his/her discretion. If employee is not able to speak with Operations Manager or his/her designee to obtain approval for the exception, employee shall return to Authority. Employee released from actual service during scheduled working hours, who receives approval not to return to Authority shall use available holiday, vacation, or compensatory time off for the work hours remaining in the regularly scheduled shift. Authority will not compensate for jury service performed on employee's regularly scheduled days off.

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Section 9.8 -- Unpaid Leave of Absence. An unpaid leave of absence not to exceed ninety (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 other employees sufficiently trained are available and willing to do the additional work.

The length of absence granted shall be based on the employee's length of continuous service with 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
Greater than five years	90 calendar days maximum

Granting unpaid 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 or leave of absence at the same time.

Only one (1) 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 unpaid leave of absence should be received by the Executive Director at least thirty (30) calendar days prior to the effective date of the unpaid leave. In all cases, use of appropriate leave entitlements should be considered before requesting an unpaid leave of absence. Once an employee is on an unpaid leave of absence, accrued leave entitlements may not be used. Unpaid leaves of absence are not to be used to circumvent the vacation and holiday scheduling process. When an employee is unable to request an unpaid leave of absence due to injury, illness, travel, or similar reasons, he/she may be administratively placed on leave of absence.

Sick leave, holidays, and vacation leave do not accrue during the unpaid leave of absence. Seniority, time in service, performance evaluation scheduling, and eligibility for merit increases are affected by an unpaid leave of absence. General wage increases granted to other employees during the unpaid leave of absence will not be implemented until the employee actually returns to

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work.

Employees returning from a leave of absence of more than ten (10) calendar days will notify the Executive Director five (5) working days before their actual return date. The employee will be returned to his/her original job status.

Employees may request an 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 by the Executive Director two (2) weeks in advance of the expiration of their leave.

An employee may request, in writing, cancellation of an approved leave of absence at any time before or during said leave, explaining the reason for cancellation.

The following constitutes violations of the spirit and intent of granting leave of absence, and shall result in automatic separation or resignation 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.
- (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.
- (c) Employees who obtain an approved leave of absence through fraud or misrepresentation shall be subject to discharge.

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

Section 9.9 – Maternity/Paternity Leave. Leave will be provided as required by State and/or Federal law.

Section 9.10 -- 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 limitations of military regulations, to determine when such leave shall be taken.

Section 9.11 -- Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three (3) months continuous service. Accrual of this leave begins on the first day of the first pay period after day of hire and at the rate of ten (10) hours per month. An eligible employee may accrue a maximum of five hundred (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 family or employee illness or for routine doctor, visual care, and dental appointments

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with advanced supervisor's approval. All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with the Administration Manager and/or the Financial Accountant. For purposes of this Section, family is defined as a spouse and/or children residing in the household.

No employee will accrue sick leave unless at least six (6) days are in paid status during the payroll period. Approved paid sick leave, paid vacation leave, paid holidays, paid compensatory time, paid jury duty, paid bereavement leave, temporary military leave of absence, or absence due to work-related disability shall be considered 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) The employee must notify his/her immediate supervisor at least two (2) hours prior to the beginning of work, and indicate the location and telephone number where he/she may be reached.
  - (2) When the employee is absent for three (3) 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.
  - (3) Employees returning from an absence due to illness or disability may be required to be examined by the Authority's physician at Authority expense.
  - (4) At no time will sick leave be authorized for injuries compensable under Workers' Compensation Insurance.
  - (5) The Authority reserves the right to periodically check validity of employee's or family member's illness through telephone when the Authority has reasonable suspicion that the employee is feigning his/her or a family member's illness. If deemed ineligible by a physician for sick leave compensation, an employee absent under such conditions may be subject to disciplinary action.
- (c) The employee, the Union, 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.
- (d) The employee, the Union, and the Authority recognize the necessity for timeliness in reporting for duty assignments.

Section 9.12 -- Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of twelve (12) months' continuous service. Accrual of this leave begins on the first day

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of the first pay period after twelve (12) months' continuous service is completed. A one-time award of forty-eight (48) hours Vacation Leave shall be made upon satisfactory completion of probation. Employees promoted within the organization shall retain their current vacation leave schedule and do not receive a one-time award of forty-eight (48) hours upon completion of probation. 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>Hours Earned Per Month</u>	<u>Hours Earned Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	8	96	144
5 through 9	12	144	240
10 or more	16	192	336

The vacation year shall be the calendar year. All accumulation maximums shown above. Cannot be exceeded and accumulation stops until accrual is below maximum. 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 forty hours (40) in addition to the accrual maximums may be carried over for use not later than February 1 of the following calendar year.

No employee will accrue vacation leave unless at least six (6) days are in paid status during the payroll period. Approved paid sick leave, paid vacation leave, paid holidays, paid compensatory time, paid jury duty, paid bereavement leave, temporary military leave of absence, or absence due to work-related disability, shall be considered time worked under this Section.

Section 9.13. All employees hired into the Communications Supervisor group after April 1, 2018, shall retain their current accruals schedule for Vacation leave, Holiday Time, Floating Holiday Time and Sick Leave.

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#### ARTICLE 10 -- SPECIAL AND OTHER PAYS

Section 10.1 -- 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 five percent 5% per hour above their current base 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 10.2 -- Annual Payment for Unused Sick Leave (Optional). Annually, each permanent employee may convert, for cash, a limited number of hours of sick leave. Leave balances will be determined as of the end of the pay period nearest to, but not past, October 31<sup>st</sup> of each year. The hours to be converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base rate. A separate check may be issued for this amount.

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Employees desiring to sell back unused sick leave shall be allowed to sell back hours above a forty (40) hour bank and provided they have only utilized 84 hours of sick leave accrual as of the

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end of the pay period nearest to, but not past October 31st of each year.

Completed Years of Service	Maximum Hours That May be Converted	Conversion Rate
2 or more	120	85% of base rate

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Section 10.3 -- Annual Payment for Unused Vacation Leave (Optional). Annually, each permanent employee may convert, for cash, a limited number of hours of vacation leave. Leave balances will be determined as of the end of the pay period nearest to, but not past, October 31<sup>st</sup> of each year. The number of hours to be converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base rate.

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Completed Years of Service	Maximum Hours That May be Converted	Conversion Rate
Less than 5	60	90% of base rate
5 or more	90	90% of base rate

Section 10.4 -- Annual Payment for Unused Holiday and Floating Holiday Leave (Optional). Annually, each employee may convert, for cash, any amount of hours of holiday compensatory leave and/or floating holiday leave. No one shall be required to do this, but may if desired. Leave balances shall be determined at of the end of the pay period nearest to, but not past October 31 each year. The holiday and floating holiday hours will be at 100% of the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

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Section 10.5 -- Court Pay. Payment shall be made to any Authority full-time 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 time pay shall surrender to the Authority any witness fees they receive as a result of the subpoena. Employees shall retain Court-paid mileage fees.

Section 10.6 -- Education.

(a) The Authority agrees to an educational (college or university courses) reimbursement of \$4,000 per year for books and tuition towards an Associates or Bachelors Degree, upon successful completion with a grade level of "C" or better and if job related and pre-approved by the Executive Director. Courses must be from an accredited college. The total lifetime reimbursement during employment at the Authority is not to exceed \$12,000. Course transcripts and receipts must be provided. The definition of "job related" shall be determined by the Executive Director, whose decision shall be final. Course transcripts including course name, grade, and dates of course and receipts must be submitted no later than 30 days of course completion. Reimbursement shall be awarded in the fiscal year in which the course

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was completed.

(b) Educational Incentive: Prior to April 1, 2018, employees receiving an educational bonus will be capped at the dollar amount equivalent to their current educational bonus rate. Current employees who complete their Bachelor's Degree by June 30, 2019 shall receive \$550.00 a month. After April 1, 2018, employees will receive the following educational bonus pays:

Public Safety designation such as a Registered Public Leader (RPL) through APCO shall receive shall receive an educational bonus of \$200.00 a month.

Associate's degree shall receive an educational bonus of \$350.00 a month.

Bachelors or master's and above degree shall receive an educational bonus of \$450.00 a month.

Such educational bonus shall not be compounded.

Section 10.7 Overtime Work. Overtime will be paid to employees as required by the FLSA for actual work hours in excess of forty (40) hours in the defined FLSA workweek. No leave hours shall count as hours worked and hours worked in excess of scheduled hours in a day or shift shall not trigger overtime. Only hours actually worked in excess of forty (40) hours in the defined FLSA workweek shall entitle an employee to receive overtime compensation.

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 or his designee. 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 10.8 -- Termination Pay. Upon termination, the employee will be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 9.11 for completed service) and holiday compensatory time earned but not taken, if in accordance with the limitations established in Section 9.3. Accrued sick leave is not compensable on termination. Limited payment for accrued compensatory time is authorized in Section 9.2.

Section 10.9 -- 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 necessary 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.

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Section 10.10 -- Union Steward Compensation. Relief for a Union steward performing Union business, specifically negotiations and meet and confer issues, when requested by the Authority shall be as follows:

- (a) A Union steward scheduled to work shall be relieved from his/her scheduled duties when conducting negotiations with the Authority, or when meeting with the membership for ratification of a contract.
- (b) A Union steward not scheduled to work shall be compensated in the form of overtime compensation. No compensatory time off shall be authorized in lieu of such compensation.
- (c) A total bank of one hundred (100) hours for Union steward compensation shall be provided for negotiation purposes. The Authority agrees to compensate Union stewards for being called in while off duty for Authority requested meetings. No compensatory time off shall be authorized in lieu of such compensation.

Section 10.11 -- Public Safety Memberships. Once a year, upon request the Authority will reimburse for the cost of one of the following Public Safety memberships not to exceed a combined total of \$150.00: APCO, NENA, CPRA, POST, CCUG.

Section 10.12 -- Computer Loan Program. Once every 3 years, the Authority will loan up to \$2000 interest- free for the purpose of purchasing a computer for personal use. The loan may be used toward a laptop, desktop, keyboard, and/or mouse, and must be paid via payroll deduction and must not exceed 20 months. Upon separation from the Authority, any loan balance will be deducted from the employee's final paycheck.

#### ARTICLE 11 -- FRINGE BENEFITS

Section 11.1 -- 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 11.2 -- Contribution Amount. Effective September 1, 2015, the Authority shall, under a Section 125 Cafeteria, Flexible or Optional Benefit Plan, contribute \$1100.00 per month towards each employee's medical and dental insurance premiums. Effective April 1, 2018, the Authority will contribute \$1150.00 per month towards each employee's medical and dental insurance premiums. Effective July 1, 2018, the Authority will contribute \$1200 per month. Effective July 1, 2019, the Authority will contribute \$1250 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 11.3 -- IRS Section 125 Cafeteria Plan. Should the Authority's contribution exceed the actual cost of the medical and dental insurance premiums, or should employee voluntarily elect not to participate pursuant to Section 11.7, below, employee shall not receive any cash back.

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Section 11.4 -- 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 11.5 -- 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 continue to provide its share of the medical/dental insurance premium up to twelve (12) work weeks in accordance with the FMLA guidelines.

Section 11.6 - 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 11.7 - 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 11.8 - 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 who retires from the Authority shall receive the following, from date of retirement until age 65:

- (a) Minimum fifteen (15) years of service with Authority      \$250.00 per month
- (b) Minimum twenty (20) years of service with Authority      \$450.00 per month

Employees who retire from the Authority before July 1, 2014, shall receive up to seven hundred fifty dollars (\$750) per month for employee-only medical premiums, as long as the Authority remains in PEMHCA. The amount received will be based on the employee's medical premiums. Any excess amount will not be provided to the employee. If the Authority elects not to remain in PEMHCA, employees who retire from the Authority before July 1, 2014, shall receive the retiree medical benefits specified in Section 11.8(a) or (b), 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. Should the Authority 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 sixty-five (65), at which time he/she would have otherwise been eligible to participate in Medicare. The benefit shall cease if and when the

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employee becomes eligible to participate in Medicare or equivalent Government health benefit program.

Section 11.9 - 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 one hundred (100%) of the premium.

Section 11.10 -- Vision Plan. All 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 (100%) of the premium.

Section 11.11 -- 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 PERS 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 PERS 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 PERS 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 11.12 -- 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.

Section 11.13 -- Uniforms. The Authority will initially issue four (4) uniforms and two (2) more uniforms every two (2) years thereafter, excluding shoes.

Section 11.14 -- Quality Assurance Program. The parties to this Memorandum of Understanding agree that a Quality Assurance Program shall be developed by the Management of the Authority and the Communications Supervisors.

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## ARTICLE 12 -- DEMOTION

Section 12.1 -- Pay. When a promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to the 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 the 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 12.2 -- 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 13 -- GRIEVANCE PROCEDURE

Section 13.1 -- Introduction. The grievance procedure is established in order to promote improved employer/employee relations by affording employees an informal method for further consideration of complaints which have not been resolved through discussions.

Section 13.2 -- Definition. A grievance is any dispute concerning the interpretation or application of a written Memorandum of Understanding, or of Authority rules and regulations governing personnel practices or working conditions. An impasse in meeting and conferring up the terms of a proposed Memorandum of Understanding is not a grievance.

Section 13.3 -- Right to Grieve. Any employee other than probationary employees (see Section 13.4) shall have the right to grieve a decision affecting his/her employment made by the Authority, and related to those matters defined in Section 13.2. Employees have the right to grieve written reprimands up through Step 3 of the grievance procedure outlined below. Employees have the right to grieve job evaluations up to Step 2 of the grievance procedure outlined below. Oral reprimands are not subject to grievance. Appeals of suspensions, demotions, terminations, and other disciplinary actions shall be subject to the provisions of Article 14.

Section 13.4 -- Probationary Employee's Limited Right to Grieve. A probationary employee may grieve only a disciplinary action administered without just cause. Termination or reduction of probationary employee for failure to acquire the skills necessary to perform the job shall not be considered a disciplinary action.

Section 13.5 -- Informal Grievance Procedure. An employee who wishes to grieve should first discuss the matter with his/her immediate supervisor within five (5) working days of the incident. If not satisfied with the decision reached by this discussion, the employee shall then have the right to file a formal grievance in writing, within ten (10) working days after receiving the informal decision of the immediate supervisor.

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Section 13.6 -- Formal Grievance Procedure.

(a) First level of review (Step 1):

A grievance shall be presented, in writing, to the employee's immediate supervisor, who shall review it and render a decision to the employee within five (5) working days after receiving it. A supervisor's decision shall include the reasons for the decision. If the employee does not agree with the supervisor's decision, or if no response has been received in five (5) working days, the employee may, within five (5) working days, present an appeal, in writing, to the next level of supervision.

If the employee is not satisfied with the decision rendered at this level of supervision, the decision may be appealed to the Executive Director. This appeal must be made within five (5) working days after receipt of the previous written decision or if no written decision was rendered.

(b) Executive Director Review (Step 2) :

The Executive Director shall promptly discuss the grievance with the employee, the employee's representative, if any, and any other persons having relevant information. The Executive Director shall render his/her decision, including the reason for his/her decision, within ten (10) working days.

(c) Board of Review Step (Step 3)

To be eligible for Board of Review Step, the grievance must be submitted to the Executive Committee within twenty (20) calendar days of the receipt of the final Step 2 decision.

- (1) Upon receipt of the grievance, the Executive Secretary will, within five (5) working days, submit to the Union a list of the members of the Board of Review.
- (2) The hearing at this step shall be convened within fifteen (15) calendar days of the notification of the selected Board of Review member.
- (3) The final decision will be submitted to the Union within twenty (20) calendar days of the final Step 3 hearing.

ARTICLE 14 -- DISCIPLINARY PROCEDURE

Resolution 40, Rule XXI, shall be modified as set forth below:

- (a) Section 1 -- Appeals chart shall provide for appeal to the Board of Review for all suspensions of Communications Supervisors.
- (b) The footnote to Section 1 shall provide that "oral and written reprimands are not subject to

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appeal pursuant to this rule; however, written reprimands are subject to the grievance procedure in Rule XV."

#### ARTICLE 15 -- IMPASSE PROCEDURE

Resolution 40, Rule XXII, Section 16, shall be modified as follows:

- (a) The parties submit to each other their written statements of the issues.
- (b) The parties then schedule further meetings to resolve the issues.
- (c) If the issues are not resolved, either party may request mediation through the California State Mediation and Conciliation Service.
- (d) If the issues are not resolved, and the impasse still exists, the parties shall then submit written statements of their final position to the Executive Committee.
- (e) The Executive Committee will then make a final determination on the issues.

#### ARTICLE 16 -- EVALUATION CRITERIA

Each personnel evaluation shall measure the employee's performance, attendance, and punctuality record.

Section 16.1 -- Attendance. No more than eighty (80) hours sick leave (in a calendar year) shall be deemed satisfactory; more than 80 hours sick leave shall be deemed unsatisfactory.

Section 16.2 -- Leave of Absence.

- (a) Emergency/pre-approved leave of absence shall not be considered in the evaluation criteria covered in Section 16.1.
- (b) Unapproved leave of absence shall be considered according to Section 16.1.

The above mentioned Article and Sections shall be calculated on a calendar year basis.

Section 16.3 -- Performance. Incidents of discipline concerning performance shall be judged on a case by case basis subject to the grievance procedure outlined elsewhere in this Memorandum of Understanding.

Section 16.4 -- Punctuality. No more than three (3) tardies (in an evaluative year) shall be deemed satisfactory; more than three (3) tardies shall be deemed unsatisfactory.

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\*Steps F and G shall be awarded to an employee who has demonstrated an average or above level of competency for the classification after a minimum of two years in the previous step, subject to the Operations Manager's recommendation and the Executive Director's approval.

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**APPENDIX S**  
**SIGNATURE PAGE**

In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed this   th day of May 2018.

On behalf of the South Bay Regional  
Public Communications Authority

On behalf of the Communications  
Workers of America

\_\_\_\_\_  
[Erick Lee](#)  
Executive Director

\_\_\_\_\_  
Vicki DiPaolo  
CWA Vice President

\_\_\_\_\_  
Shannon Kauffman  
Operations Manager

\_\_\_\_\_  
Lena Maria Ramos  
Bargaining Committee Member

\_\_\_\_\_  
Shander Coston  
Bargaining Committee Member

\_\_\_\_\_  
CWA District 9  
District 9 Staff Representative

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## **ATTACHMENT #2**

Agenda Item 3h

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SOUTH BAY REGIONAL PUBLIC**

**COMMUNICATIONS AUTHORITY**

**and**

**THE COMMUNICATIONS WORKERS OF AMERICA**

**July 1, 2017 through June 30, 2020**

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## PREAMBLE

THIS AGREEMENT is made and entered into by and between the South Bay Regional Public Communications Authority (Authority) and the Communications Workers of America (Union). Agreement is binding upon Authority only upon approval of the Executive Committee and shall apply from July 1, 2017 through June 30, 2020.

## 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 or not that issue was raised at a meet and confer session preceding this Agreement, unless the parties agree to bargain about it. There are two sub-groups of employees, which are defined as: Group A employees are Supervisors with a hire date prior to October 25, 2011; Group B employees are Supervisors with a hire date after October 25, 2011.

## ARTICLE 2 -- RECOGNITION OF UNION

Section 2.1 -- Union Recognition. The Authority recognizes the Union as the exclusive representative for all employees in the job classification of Communications Supervisor.

## ARTICLE 3 -- MANAGEMENT RIGHTS

Section 3.1 -- Management Rights. The Authority retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to determine its mission; set standards of service; determine procedures and standards of selection for 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 the Authority and is expressly excluded from the grievance procedure. Both parties further agree that failure to exercise any prerogative or exercising one in a certain manner, shall not be deemed a waiver of the right to exercise the right or to exercise it in a new or different manner. This Section in no way sets aside the employee's right to use the grievance procedure as defined.

## ARTICLE 4 -- NO STRIKE, NO LOCKOUT

Section 4.1 -- Work Interruption. During the life of this Agreement, the Union 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 or unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycott activities by the Union, and refusal to work on and handle equipment, or produce any materials or services because of a labor dispute. Authority shall reprimand, suspend, demote, or terminate or otherwise discipline any employee who actively engages in such action against the Authority during the life of this Agreement. Any disciplinary action as a result of this Section by the Authority shall be the final and binding administrative action upon the Union and its members, and shall in no case be considered as a violation by the Authority of any provision of this Agreement.

Section 4.2 -- Lockout. The Authority will not lock out any employee.

Section 4.3 -- Discipline. Any employee engaging in any action prohibited by this Article shall be subject to immediate discharge or other discipline as the Authority may assess. Such discharge or discipline shall not be reviewable through any grievance procedure.

## ARTICLE 5 -- PAYROLL DEDUCTIONS

Section 5.1 -- Union Security. Under Federal labor laws and obligations under this Agreement, the Union is required to fairly and equally represent all of the employees in the bargaining unit without regard to whether or not the employee is a member of the Union.

All employees who are members of the Union in good standing and all employees who thereafter become members shall, except as specified in the Article, remain members of the Union in good standing for the duration of this Agreement as a condition of employment. Members shall be considered in good standing as long as they tender the periodic dues uniformly required as a condition of membership.

If a dispute arises as to whether an employee was a member of the Union in good standing under the above provisions, such dispute may be submitted and settled as mutually agreed by the Authority and the Union.

The Authority agrees to provide payroll deductions of membership dues upon the written authorization of employees in the unit, on forms provided to the Authority. Each employee covered by this Agreement shall have dues deducted in accordance with applicable administrative procedures for the duration of this Agreement.

Section 5.2 -- Indemnity. The Union shall hold harmless, indemnify and provide a defense for the Authority against any claim, demand, suit, or other form of liability that shall arise out of action taken or not taken by the Authority in complying with the provisions of this Article.



## ARTICLE 6 -- SAVINGS PROVISION

Section 6.1 -- 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 7 -- MEAL PERIOD AND BREAK PERIOD

Section 7.1 -- Nature of Work. Both parties recognize that the nature of emergency dispatching requires staffing twenty-four (24) hours a day. Both parties further recognize that the workload is sporadic and not evenly spaced during the shift or workday.

Section 7.2 -- Breaks. Each employee's paid breaks and meal periods shall be taken under the following guidelines:

2 hours:	no break
4 hours:	no break
6 or more hours:	one 15-minute break
8 or more hours:	one 15-minute break and one 30-minute meal period
12 or more hours:	two 15-minute breaks and one 30-minute meal period
16 or more hours:	three 15-minute breaks and one 30-minute meal period

Employees must remain on-site during their break and meal periods. The Authority must respond to emergency situations, and when an emergency occurs as determined by the Authority, the above-stated periods may be cancelled during a shift.

If paid breaks or meal periods cannot be accommodated as stated in the guidelines above, employees shall take their paid breaks and meals as they can accommodate them; however, in no event shall an employee be away from the Communications Center for more than thirty (30) minutes at one time.

Section 7.3 -- Failure to Grant. Both parties further recognize that the workload will not always allow granting of such meal and break periods. Failure of the Authority to appropriately schedule adequate personnel for breaks may be the subject of a grievance.

## ARTICLE 8 -- HARASSMENT AND DISCRIMINATION

Section 8.1 -- No Discrimination. The Union and the Authority agree not to discriminate against any employee or applicant because of age, sex, race, national origin, religion, and/or Union membership and activity.

Section 8.2 -- No Harassment. The 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, the Operations Manager, or the Executive Director. Any employee who engages in such conduct is subject to disciplinary action including immediate discharge.

## ARTICLE 9 -- ATTENDANCE AND LEAVES

Section 9.1 -- 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 shall be compensated at the straight time rate.

"Immediate family" is construed to mean father, mother, husband, wife, brother, sister, child, stepchild, stepfather, stepmother, father-in-law, mother-in-law, legal guardian, foster child, foster parent, or any of them. Grandparent, grandchild, or significant other, is also considered "immediate family." A "significant other" must be designated to the Authority sixty (60) days before death in order for an employee to obtain bereavement leave. A maximum of three (3) days shall be granted for such leave. Absence under this subsection is not chargeable to sick leave.

In the event of death of an employee's uncle, aunt, niece, nephew, brother-in-law or sister-in-law, a one day bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave shall be compensated at the straight time rate.

Section 9.2 -- Compensatory Time Off. Compensatory time may be granted by the Executive Director as an alternate method of compensation for overtime work. In lieu of paid overtime, an employee may accrue compensatory time at the earned rate, either straight time or time and one half depending on the hours actually worked in that employee's work week. Employees shall accrue no more than 100 hours of compensatory time

The Authority shall not allow compensatory time accrual when a Communications Supervisor is in an overtime status for another Communications Supervisor or Operator who is in a compensatory time status. The Union agrees that there shall be no pyramiding or compounding of compensatory accrual. The Communications Supervisor bargaining unit shall be responsible for covering staffing levels when compensatory time has been authorized and a sick leave or other unscheduled leave vacancy occurs in the schedule. The Authority shall fill the unscheduled vacancy with a Communications Supervisor unit member by voluntary or mandatory overtime, whichever is most practical at the time.

### Section 9.3 -- Holidays.

(a) Paid Fixed Holidays. The Authority shall observe eight (8) fixed holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Fixed Holiday time earned in a calendar year must be taken off by June 30 of the subsequent calendar year. Failure to do so will result in the loss of the time. Upon employment termination, unused holidays earned will be compensated at the employee's base rate of pay,

which is defined as the employee's base salary per the salary schedule without any special pay.

(b) Paid Floating Holidays. In addition to the fixed holidays listed above, all full-time employees will be paid for seven (7) floating holidays when taken any time during the calendar year. Floating holidays do not carry over from year to year, but must be used during the year in which earned. Employee must be on paid status for six (6) days in each pay period in order to earn a paid floating holiday for that pay period. There shall be no limit as to the number of floating holidays taken at one time, as long as the ones taken have been earned. Accrual of floating holidays shall be handled as follows:

- (1) Permanent employees shall be awarded three (3) floating holidays on January 1 of each year; an additional four (4) will be awarded on July 1.
- (2) Probationary employees shall receive floating holidays depending upon their hire dates, as follows:

<u>Hire Date</u>	<u>Number Awarded</u>	<u>When Awarded</u>
Jan 1-Feb 28 (29)	7	3 on hire date, 4 on July 1
Mar 1-Apr 30	6	2 on hire date, 4 on July 1
May 1-Jun 30	5	1 on hire date, 4 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 will be compensated at the employee's base rate of pay, which is defined as the employee's base salary per the salary schedule without any special pay.

An employee who has been awarded more floating holiday time than that which would be accrued on a pro-rated bi-weekly basis (2.538 hours bi-weekly), shall not be paid for any holiday time which exceeds what he/she would have accrued on a pro-rated bi-weekly basis as of the date of termination. An employee who has used more holiday time than that which would be accrued on a pro-rated bi-weekly basis, shall have deducted from his/her final paycheck, an amount equivalent to the holiday time which exceeds what he/she would have accrued on a pro-rated bi-weekly basis as of the date of termination.

Section 9.4 -- Hours of Work. Employees shall be required to work a minimum of eight (8) hours per assigned workday. Based on each employee's particular work schedule, an employee may be assigned to work up to twelve (12) hours per day. Employees for whom necessity requires a different schedule than that generally applied, exemplified as staff services, training and special assignments, shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

(a) Work Week. An employee's work week is a fixed and regularly recurring period of one hundred sixty eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. A

work week need not coincide with the calendar week but may begin on any day and at any hour of the day. Work week(s) shall be designated by the Authority. For all employees working a 3/12 work schedule (three [3], twelve-hour [12] work days per work week with one eight-hour [8] workday every other workweek, which will always be on the day of the week following the third twelve-hour [12] shift of that week) their work week shall begin exactly four (4) hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

For employees scheduled to work a 5/40 (five, eight-hour workdays per work week) or a 4/10 (four ten-hour work days per work week), their workweek shall begin at 12:00 a.m. on Friday and end the following Thursday at 11:59 p.m.

For all employees working a 9/80 work schedule (five, nine-hour days one week, followed by three, nine- hour days and an eight hour day the following week) their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week, which constitutes their alternating regular day off.

- (b) Definitions of Hours Worked. Hours worked will be calculated as provided for by the Fair Labor Standards Act (FLSA) for actual time worked. Hours worked do not include time for which persons are compensated but do not actually work; specifically, sick leave, vacation leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury duty or any other leave of absence.. A trade will be considered as actual hours worked for the absent employee.
- (c) During the term of this agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.
- (d) Work Schedules. During the term of this Agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.

Section 9.5 – Leaves. No less than, all provisions provided for by California State and/or Federal law shall be granted to full-time employees.

Section 9.6 -- Injury Leave. Each employee 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 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 9.7 -- Jury Duty Leave. A full-time employee of the Authority who is duly summoned for jury duty during the employee's regular work schedule, and who provides a copy of the jury duty summons to the Authority, shall be entitled, while so actually serving, to his/her regular compensation up to a maximum of fifteen (15) calendar days, provided he/she 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 employee. Employee shall return to Authority after employee is released from actual service. Employee may call or text in to speak to the Operations Manager or his/her designee, to request an exception, and the Operations Manager or his/her designee, shall reasonably exercise his/her discretion. If employee is not able to speak with Operations Manager or his/her designee to obtain approval for the exception, employee shall return to Authority. Employee released from actual service during scheduled working hours, who receives approval not to return to Authority shall use available holiday, vacation, or compensatory time off for the work hours remaining in the regularly scheduled shift. Authority will not compensate for jury service performed on employee's regularly scheduled days off.

Section 9.8 -- Unpaid Leave of Absence. An unpaid leave of absence not to exceed ninety (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 other employees sufficiently trained are available and willing to do the additional work.

The length of absence granted shall be based on the employee's length of continuous service with 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
Greater than five years	90 calendar days maximum

Granting unpaid 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 or leave of absence at the same time.

Only one (1) 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 unpaid leave of absence should be received by the Executive Director at least thirty (30) calendar days prior to the effective date of the unpaid leave. In all cases, use of appropriate leave entitlements should be considered before requesting an unpaid leave of absence. Once an employee is on an unpaid leave of absence, accrued leave entitlements may not be used. Unpaid leaves of absence are not to be used to circumvent the vacation and holiday scheduling process. When an employee is unable to request an unpaid leave of absence due to injury, illness, travel, or similar reasons, he/she may be administratively placed on leave of absence.

Sick leave, holidays, and vacation leave do not accrue during the unpaid leave of absence. Seniority, time in service, performance evaluation scheduling, and eligibility for merit increases are affected by an unpaid leave of absence. General wage increases granted to other employees during the unpaid leave of absence will not be implemented until the employee actually returns to work.

Employees returning from a leave of absence of more than ten (10) calendar days will notify the Executive Director five (5) working days before their actual return date. The employee will be returned to his/her original job status.

Employees may request an 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 by the Executive Director two (2) weeks in advance of the expiration of their leave.

An employee may request, in writing, cancellation of an approved leave of absence at any time before or during said leave, explaining the reason for cancellation.

The following constitutes violations of the spirit and intent of granting leave of absence, and shall result in automatic separation or resignation 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.
- (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.
- (c) Employees who obtain an approved leave of absence through fraud or misrepresentation shall be subject to discharge.

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

Section 9.9 – Maternity/Paternity Leave. Leave will be provided as required by State and/or Federal law.

Section 9.10 -- 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 limitations of military regulations, to determine when such leave shall be taken.

Section 9.11 -- Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three (3) months continuous service. Accrual of this leave begins on the first day of the first pay period after day of hire and at the rate of ten (10) hours per month. An eligible employee may accrue a maximum of five hundred (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 family or employee illness or for routine doctor, visual care, and dental appointments with advanced supervisor's approval. All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with the Administration Manager and/or the Financial Accountant. For purposes of this Section, family is defined as a spouse and/or children residing in the household.

No employee will accrue sick leave unless at least six (6) days are in paid status during the

payroll period. Approved paid sick leave, paid vacation leave, paid holidays, paid compensatory time, paid jury duty, paid bereavement leave, temporary military leave of absence, or absence due to work-related disability shall be considered 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) The employee must notify his/her immediate supervisor at least two (2) hours prior to the beginning of work, and indicate the location and telephone number where he/she may be reached.
  - (2) When the employee is absent for three (3) 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.
  - (3) Employees returning from an absence due to illness or disability may be required to be examined by the Authority's physician at Authority expense.
  - (4) At no time will sick leave be authorized for injuries compensable under Workers' Compensation Insurance.
  - (5) The Authority reserves the right to periodically check validity of employee's or family member's illness through telephone when the Authority has reasonable suspicion that the employee is feigning his/her or a family member's illness. If deemed ineligible by a physician for sick leave compensation, an employee absent under such conditions may be subject to disciplinary action.
- (c) The employee, the Union, 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.
- (d) The employee, the Union, and the Authority recognize the necessity for timeliness in reporting for duty assignments.

Section 9.12 -- Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of twelve (12) months' continuous service. Accrual of this leave begins on the first day of the first pay period after twelve (12) months' continuous service is completed. A one-time award of forty-eight (48) hours Vacation Leave shall be made upon satisfactory completion of probation. Employees promoted within the organization shall retain their current vacation leave schedule and do not receive a one-time award of forty-eight (48) hours upon completion of probation. 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>Hours Earned Per Month</u>	<u>Hours Earned Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	8	96	144
5 through 9	12	144	240
10 or more	16	192	336

The vacation year shall be the calendar year. All accumulation maximums shown above. Cannot be exceeded and accumulation stops until accrual is below maximum. 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 forty hours (40) in addition to the accrual maximums may be carried over for use not later than February 1 of the following calendar year.

No employee will accrue vacation leave unless at least six (6) days are in paid status during the payroll period. Approved paid sick leave, paid vacation leave, paid holidays, paid compensatory time, paid jury duty, paid bereavement leave, temporary military leave of absence, or absence due to work-related disability, shall be considered time worked under this Section.

Section 9.13 -- Accrual Rate Schedule. All employees hired into the Communications Supervisor group after April 1, 2018, shall retain their current accruals schedule for Vacation leave, Holiday Time, Floating Holiday Time and Sick Leave.

#### ARTICLE 10 -- SPECIAL AND OTHER PAYS

Section 10.1 -- 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 five percent 5% per hour above their current base 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 10.2 -- Annual Payment for Unused Sick Leave (Optional). Annually, each permanent employee may convert, for cash, a limited number of hours of sick leave. Leave balances will be determined as of the end of the pay period nearest to, but not past, October 31<sup>st</sup> of each year. The hours to be converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base rate. A separate check may be issued for this amount.

Employees desiring to sell back unused sick leave shall be allowed to sell back hours above a forty (40) hour bank and provided they have only utilized 84 hours of sick leave accrual as of the end of the pay period nearest to, but not past October 31<sup>st</sup> of each year.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
2 or more	120	85% of base rate



Section 10.3 -- Annual Payment for Unused Vacation Leave (Optional). Annually, each permanent employee may convert, for cash, a limited number of hours of vacation leave. Leave balances will be determined as of the end of the pay period nearest to, but not past, October 31<sup>st</sup> of each year. The number of hours to be converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base rate.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less than 5	60	90% of base rate
5 or more	90	90% of base rate

Section 10.4 -- Annual Payment for Unused Holiday and Floating Holiday Leave (Optional). Annually, each employee may convert, for cash, any amount of hours of holiday compensatory leave and/or floating holiday leave. No one shall be required to do this, but may if desired. Leave balances shall be determined at of the end of the pay period nearest to, but not past October 31 each year. The holiday and floating holiday hours will be at 100% of the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

Section 10.5 -- Court Pay. Payment shall be made to any Authority full-time 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 time pay shall surrender to the Authority any witness fees they receive as a result of the subpoena. Employees shall retain Court-paid mileage fees.

Section 10.6 -- Education.

- (a) The Authority agrees to an educational (college or university courses) reimbursement of \$4,000 per year for books and tuition towards an Associates or Bachelors Degree, upon successful completion with a grade level of "C" or better and if job related and pre-approved by the Executive Director. Courses must be from an accredited college. The total lifetime reimbursement during employment at the Authority is not to exceed \$12,000. Course transcripts and receipts must be provided. The definition of "job related" shall be determined by the Executive Director, whose decision shall be final. Course transcripts including course name, grade, and dates of course and receipts must be submitted no later than 30 days of course completion. Reimbursement shall be awarded in the fiscal year in which the course was completed.
- (b) Educational Incentive: Prior to April 1, 2018, employees receiving an educational bonus will be capped at the dollar amount equivalent to their current educational bonus rate. Current employees who complete their Bachelor's Degree by June 30, 2019 shall receive \$550.00 a month. After April 1, 2018, employees will receive the following educational bonus pays:

Public Safety designation such as a Registered Public Leader (RPL) through APCO shall

receive shall receive an educational bonus of \$200.00 a month.

Associate's degree shall receive an educational bonus of \$350.00 a month.

Bachelors or master's and above degree shall receive an educational bonus of \$450.00 a month.

Such educational bonus shall not be compounded.

Section 10.7 Overtime Work. Overtime will be paid to employees as required by the FLSA for actual work hours in excess of forty (40) hours in the defined FLSA workweek. No leave hours shall count as hours worked and hours worked in excess of scheduled hours in a day or shift shall not trigger overtime. Only hours actually worked in excess of forty (40) hours in the defined FLSA workweek shall entitle an employee to receive overtime compensation.

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 or his designee. 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 10.8 -- Termination Pay. Upon termination, the employee will be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 9.11 for completed service) and holiday compensatory time earned but not taken, if in accordance with the limitations established in Section 9.3. Accrued sick leave is not compensable on termination. Limited payment for accrued compensatory time is authorized in Section 9.2.

Section 10.9 -- 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 necessary 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 10.10 -- Union Steward Compensation. Relief for a Union steward performing Union business, specifically negotiations and meet and confer issues, when requested by the Authority shall be as follows:

- (a) A Union steward scheduled to work shall be relieved from his/her scheduled duties when conducting negotiations with the Authority, or when meeting with the membership for ratification of a contract.
- (b) A Union steward not scheduled to work shall be compensated in the form of overtime compensation. No compensatory time off shall be authorized in lieu of such compensation.

- (c) A total bank of one hundred (100) hours for Union steward compensation shall be provided for negotiation purposes. The Authority agrees to compensate Union stewards for being called in while off duty for Authority requested meetings. No compensatory time off shall be authorized in lieu of such compensation.

Section 10.11 -- Public Safety Memberships. Once a year, upon request the Authority will reimburse for the cost of one of the following Public Safety memberships not to exceed a combined total of \$150.00: APCO, NENA, CPRA, POST, CCUG.

Section 10.12 -- Computer Loan Program. Once every 3 years, the Authority will loan up to \$2000 interest- free for the purpose of purchasing a computer for personal use. The loan may be used toward a laptop, desktop, keyboard, and/or mouse, and must be paid via payroll deduction and must not exceed 20 months . Upon separation from the Authority, any loan balance will be deducted from the employee's final paycheck.

## ARTICLE 11 -- FRINGE BENEFITS

Section 11.1 -- 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 11.2 -- Contribution Amount. Effective September 1, 2015, the Authority shall, under a Section 125 Cafeteria, Flexible or Optional Benefit Plan, contribute \$1100.00 per month towards each employee's medical and dental insurance premiums. Effective April 1, 2018, the Authority will contribute \$1150.00 per month towards each employee's medical and dental insurance premiums. Effective July 1, 2018, the Authority will contribute \$1200 per month. Effective July 1, 2019, the Authority will contribute \$1250 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 11.3 -- IRS Section 125 Cafeteria Plan. Should the Authority's contribution exceed the actual cost of the medical and dental insurance premiums, or should employee voluntarily elect not to participate pursuant to Section 11.7, below, employee shall not receive any cash back.

Section 11.4 -- 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 11.5 -- 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 continue to provide its share of the medical/dental insurance premium up to twelve (12) work weeks in accordance with the FMLA guidelines.

Section 11.6 - 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 11.7 - 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 11.8 - 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 who retires from the Authority shall receive the following, from date of retirement until age 65:

- (a) Minimum fifteen (15) years of service with Authority      \$250.00 per month
- (b) Minimum twenty (20) years of service with Authority      \$450.00 per month

Employees who retire from the Authority before July 1, 2014, shall receive up to seven hundred fifty dollars (\$750) per month for employee-only medical premiums, as long as the Authority remains in PEMHCA. The amount received will be based on the employee's medical premiums. Any excess amount will not be provided to the employee. If the Authority elects not to remain in PEMHCA, employees who retire from the Authority before July 1, 2014, shall receive the retiree medical benefits specified in Section 11.8(a) or (b), 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. Should the Authority 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 sixty-five (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 11.9 - 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 one hundred (100%) of the premium.

Section 11.10 -- Vision Plan. All 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 (100%) of the premium.

Section 11.11 -- 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 PERS 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 PERS 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 PERS 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 11.12 -- 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.

Section 11.13 -- Uniforms. The Authority will initially issue four (4) uniforms and two (2) more uniforms every two (2) years thereafter, excluding shoes.

Section 11.14 -- Quality Assurance Program. The parties to this Memorandum of Understanding agree that a Quality Assurance Program shall be developed by the Management of the Authority and the Communications Supervisors.

## ARTICLE 12 -- DEMOTION

Section 12.1 -- Pay. When a promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to the 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 the 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 12.2 -- 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 13 -- GRIEVANCE PROCEDURE

Section 13.1 -- Introduction. The grievance procedure is established in order to promote improved employer/employee relations by affording employees an informal method for further consideration of complaints which have not been resolved through discussions.

Section 13.2 -- Definition. A grievance is any dispute concerning the interpretation or application of a written Memorandum of Understanding, or of Authority rules and regulations governing personnel practices or working conditions. An impasse in meeting and conferring up the terms of a proposed Memorandum of Understanding is not a grievance.

Section 13.3 -- Right to Grieve. Any employee other than probationary employees (see Section 13.4) shall have the right to grieve a decision affecting his/her employment made by the Authority, and related to those matters defined in Section 13.2. Employees have the right to grieve written reprimands up through Step 3 of the grievance procedure outlined below. Employees have the right to grieve job evaluations up to Step 2 of the grievance procedure outlined below. Oral reprimands are not subject to grievance. Appeals of suspensions, demotions, terminations, and other disciplinary actions shall be subject to the provisions of Article 14.

Section 13.4 -- Probationary Employee's Limited Right to Grieve. A probationary employee may grieve only a disciplinary action administered without just cause. Termination or reduction of probationary employee for failure to acquire the skills necessary to perform the job shall not be considered a disciplinary action.

Section 13.5 -- Informal Grievance Procedure. An employee who wishes to grieve should first discuss the matter with his/her immediate supervisor within five (5) working days of the incident. If not satisfied with the decision reached by this discussion, the employee shall then have the right to file a formal grievance in writing, within ten (10) working days after receiving the informal decision of the immediate supervisor.

### Section 13.6 -- Formal Grievance Procedure.

#### (a) First level of review (Step 1):

A grievance shall be presented, in writing, to the employee's immediate supervisor, who shall review it and render a decision to the employee within five (5) working days after receiving it. A supervisor's decision shall include the reasons for the decision. If the employee does not agree with the supervisor's decision, or if no response has been received in five (5) working days, the employee may, within five (5) working days, present an appeal, in writing, to the next level of supervision.

If the employee is not satisfied with the decision rendered at this level of supervision, the decision may be appealed to the Executive Director. This appeal must be made within five (5) working days after receipt of the previous written decision or if no written decision was rendered.

(b) Executive Director Review (Step 2) :

The Executive Director shall promptly discuss the grievance with the employee, the employee's representative, if any, and any other persons having relevant information. The Executive Director shall render his/her decision, including the reason for his/her decision, within ten (10) working days.

(c) Board of Review Step (Step 3)

To be eligible for Board of Review Step, the grievance must be submitted to the Executive Committee within twenty (20) calendar days of the receipt of the final Step 2 decision.

- (1) Upon receipt of the grievance, the Executive Secretary will, within five (5) working days, submit to the Union a list of the members of the Board of Review.
- (2) The hearing at this step shall be convened within fifteen (15) calendar days of the notification of the selected Board of Review member.
- (3) The final decision will be submitted to the Union within twenty (20) calendar days of the final Step 3 hearing.

#### ARTICLE 14 -- DISCIPLINARY PROCEDURE

Resolution 40, Rule XXI, shall be modified as set forth below:

- (a) Section 1 -- Appeals chart shall provide for appeal to the Board of Review for all suspensions of Communications Supervisors.
- (b) The footnote to Section 1 shall provide that "oral and written reprimands are not subject to appeal pursuant to this rule; however, written reprimands are subject to the grievance procedure in Rule XV."

#### ARTICLE 15 -- IMPASSE PROCEDURE

Resolution 40, Rule XXII, Section 16, shall be modified as follows:

- (a) The parties submit to each other their written statements of the issues.
- (b) The parties then schedule further meetings to resolve the issues.
- (c) If the issues are not resolved, either party may request mediation through the California State Mediation and Conciliation Service.
- (d) If the issues are not resolved, and the impasse still exists, the parties shall then submit written statements of their final position to the Executive Committee.

(e) The Executive Committee will then make a final determination on the issues.

#### ARTICLE 16 -- EVALUATION CRITERIA

Each personnel evaluation shall measure the employee's performance, attendance, and punctuality record.

Section 16.1 -- Attendance. No more than eighty (80) hours sick leave (in a calendar year) shall be deemed satisfactory; more than 80 hours sick leave shall be deemed unsatisfactory.

#### Section 16.2 -- Leave of Absence.

(a) Emergency/pre-approved leave of absence shall not be considered in the evaluation criteria covered in Section 16.1.

(b) Unapproved leave of absence shall be considered according to Section 16.1.

The above mentioned Article and Sections shall be calculated on a calendar year basis.

Section 16.3 -- Performance. Incidents of discipline concerning performance shall be judged on a case by case basis subject to the grievance procedure outlined elsewhere in this Memorandum of Understanding.

Section 16.4 -- Punctuality. No more than three (3) tardies (in an evaluative year) shall be deemed satisfactory; more than three (3) tardies shall be deemed unsatisfactory.



## APPENDIX A

### COMPENSATION AS OF JULY 1, 2016

On April 1, 2018, a 2.5% increase of the base rate will be applied.

On July 1, 2018, a 2.5% increase of the base rate will be applied.

On July 1, 2019, a 2.5% increase of the base rate will be applied.

#### BASE RATE

	<u>FY 17-18</u>		<u>FY 18-19</u>		<u>FY 19-20</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Step A	\$6,517.04	\$37.60	\$6,679.97	\$38.54	\$6,846.97	\$39.50
Step B	\$6,833.60	\$39.42	\$7,004.44	\$40.41	\$7,179.55	\$41.42
Step C	\$7,165.95	\$41.34	\$7,345.10	\$42.38	\$7,528.73	\$43.43
Step D	\$7,514.93	\$43.36	\$7,702.80	\$44.44	\$7,895.37	\$45.55
Step E	\$7,881.37	\$45.47	\$8,078.40	\$46.61	\$8,280.36	\$47.77
Step F	\$8,266.11	\$47.69	\$8,472.76	\$48.88	\$8,684.58	\$50.10
Step G	\$8,670.11	\$50.02	\$8,886.86	\$51.27	\$9,109.03	\$52.55

\*Steps F and G shall be awarded to an employee who has demonstrated an average or above level of competency for the classification after a minimum of two years in the previous step, subject to the Operations Manager's recommendation and the Executive Director's approval.

**APPENDIX S**

**SIGNATURE PAGE**

In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed this \_\_th day of May 2018.

On behalf of the South Bay Regional  
Public Communications Authority

On behalf of the Communications  
Workers of America

\_\_\_\_\_  
Erick Lee  
Executive Director

\_\_\_\_\_  
Vicki DiPaolo  
CWA Director

\_\_\_\_\_  
Shannon Kauffman  
Operations Manager

\_\_\_\_\_  
Lena Maria Ramos  
Bargaining Committee Member

\_\_\_\_\_  
Shander Coston  
Bargaining Committee Member

\_\_\_\_\_  
CWA District 9  
District 9 Staff Representative




# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 30, 2018

**ITEM NUMBER:** 4a

**TO:** Executive Committee

**FROM:** Scott Arbuckle, Finance and Accounting Manager 

**SUBJECT:** Budget Performance Report - Third Quarter through Mar 31, 2018

**ATTACHMENTS:**

1. Summary Budget Performance Report
2. Budget Variance Analysis
3. Revenue Status Report
4. Expenditure Status Report

### **RECOMMENDATION:**

Receive and file the attached Budget Performance Report for the Third Quarter.

### **BACKGROUND:**

On a quarterly basis staff reports budgeted revenues and expenses against actual expenses. Each quarterly report includes an analysis of the fiscal progress to date and includes several analysis and reports that allow staff to convey details at the account level, up through high level summaries. Attachment 1, Summary Budget Performance Report, illustrates the overall revenues and expenses for the period relative to the aggregate budget. It shows the balance of amended budget remaining at the end of the period and also shows the percentage of the total budget remaining to be spent. Attachment 2, Budget Variance Analysis, consolidates the information from Attachment 1 and reports the amended budget, year-to-date actual expenses, the year-to-date budget, and the amount over or under budget for the period. Attachments 3 and 4 show account level details for both revenues and expenses.

### **DISCUSSION:**

Staff has analyzed the Authority's financial activities through the third quarter. Attachment 1 shows there is approximately 20.31 percent of the budget remaining, a slight variance from the pro-rated budget benchmark of 25 percent.

As it relates to salaries and benefits specifically, there is approximately 31.28 percent of the budget remaining.

The Budget Variance Analysis, Attachment 2, demonstrates that only a few key areas have overrun or underrun by material amounts. In total, Salaries and benefits have underrun primarily due to several vacant positions in Operations and a vacant position in Technical Services. There is also a recent vacancy in Administration that is contributing a small amount to the variance. Recruitment efforts are ongoing but salaries and benefits are likely to underrun in aggregate throughout the balance of the year. The services and supplies underrun within Operations is largely due to lower than anticipated telecommunications and meeting costs, but the budget for these items is likely to be utilized throughout the balance of the year.

The most significant variance arises in the Technical Services department. There is a significant overrun in parts expenses due to more vehicle build and repair activity in the tech shop than anticipated. These expenses will be reimbursed by owner and client cities as builds are completed and overruns in parts reimbursement revenue will ultimately offset overruns in parts expenses by year-end.

Staff is available to respond if you have any questions.

**LEGAL REVIEW:**

None.

**FISCAL IMPLICATION:**

The aggregate budget is tracking well within a reasonable range through March and no Board action is required at this time.

# **ATTACHMENT #1**

Agenda Item 4a



## Summary Budget Performance Report

March 31, 2018

Account Description	Amended Budget	Current Quarter	YTD Actual	Encum.	Balance	Percent Balance
<b>Total Revenue</b>	<b>\$ 17,111,774</b>	<b>\$ 3,908,443</b>	<b>\$ 16,030,376</b>	<b>\$ -</b>	<b>\$ 1,081,398</b>	<b>6.32%</b>
<b>Expense Detail:</b>						
<b>Administration</b>						
Salaries & Benefits	\$ 1,146,517	\$ 236,641	\$ 831,543	\$ -	\$ 314,974	27.47%
Supplies/Services/Equipment	803,591	133,431	585,215	-	218,376	27.17%
<b>Total Expenses - Administration</b>	<b>\$ 1,950,108</b>	<b>\$ 370,072</b>	<b>\$ 1,416,758</b>	<b>\$ -</b>	<b>\$ 533,350</b>	<b>27.35%</b>
<b>Operations</b>						
Salaries & Benefits	\$ 7,148,964	\$ 1,486,821	\$ 4,957,029	\$ -	\$ 2,191,935	30.66%
Supplies/Services/Equipment	220,793	50,023	128,658	-	92,135	41.73%
<b>Total Expenses - Operations</b>	<b>\$ 7,369,757</b>	<b>\$ 1,536,844</b>	<b>\$ 5,085,686</b>	<b>\$ -</b>	<b>\$ 2,284,071</b>	<b>30.99%</b>
<b>Technical Services</b>						
Salaries & Benefits	\$ 1,018,809	\$ 186,473	\$ 612,256	\$ -	\$ 406,553	39.90%
Supplies/Services/Equipment	774,100	258,314	799,863	-	(25,763)	-3.33%
<b>Total Expenses - Technical Services</b>	<b>\$ 1,792,909</b>	<b>\$ 444,786</b>	<b>\$ 1,412,120</b>	<b>\$ -</b>	<b>\$ 380,789</b>	<b>21.24%</b>
<b>Total Operating Expenses</b>	<b>\$ 11,112,774</b>	<b>\$ 2,351,702</b>	<b>\$ 7,914,565</b>	<b>\$ -</b>	<b>\$ 3,198,209</b>	<b>28.78%</b>
<b>Capital Outlay</b>	<b>\$ 5,296,369</b>	<b>\$ 1,424,372</b>	<b>\$ 3,602,265</b>	<b>\$ 1,560,425</b>	<b>\$ 133,679</b>	<b>2.52%</b>
<b>Total Expenses</b>	<b>\$ 16,409,143</b>	<b>\$ 3,776,074</b>	<b>\$ 11,516,830</b>	<b>\$ 1,560,425</b>	<b>\$ 3,331,889</b>	<b>20.31%</b>
<b>Summary by Department</b>						
Administration	\$ 1,950,108	\$ 370,072	\$ 1,416,758	\$ -	\$ 533,350	27.35%
Operations	7,369,757	1,536,844	5,085,686	-	2,284,071	30.99%
Technical Services	1,792,909	444,786	1,412,120	-	380,789	21.24%
Capital Outlay	5,296,369	1,424,372	3,602,265	1,560,425	133,679	2.52%
<b>Total Expenses</b>	<b>\$ 16,409,143</b>	<b>\$ 3,776,074</b>	<b>\$ 11,516,830</b>	<b>\$ 1,560,425</b>	<b>\$ 3,331,889</b>	<b>20.31%</b>
<b>Summary by Expense Category</b>						
Salaries & Benefits	\$ 9,314,290	\$ 1,909,935	\$ 6,400,828	\$ -	\$ 2,913,462	31.28%
Supplies/Services/Equipment	1,798,484	441,767	1,513,736	-	284,748	15.83%
Capital Outlay	5,296,369	1,424,372	3,602,265	1,560,425	133,679	2.52%
<b>Total Expenses</b>	<b>\$ 16,409,143</b>	<b>\$ 3,776,074</b>	<b>\$ 11,516,830</b>	<b>\$ 1,560,425</b>	<b>\$ 3,331,889</b>	<b>20.31%</b>
<b>Surplus/(Deficit) YTD</b>	<b>\$ 4,513,546</b>					
<i>Total Revenue Minus Total Expenses</i>						

## **ATTACHMENT #2**

Agenda Item 4a



## Budget Variance Analysis

March 31, 2018

Account Description	Amended Budget	YTD Actual	YTD Budget	(Under)/Over Budget	Flag
<b>Total Revenue</b>	<b>\$ 17,111,774</b>	<b>\$ 16,030,376</b>	<b>\$ 12,833,831</b>	<b>19.94%</b>	<b>✓</b>
<b>Expense Detail:</b>					
<b>Administration</b>					
Salaries & Benefits	\$ 1,146,517	\$ 831,543	\$ 859,888	-3.41%	✓
Supplies/Services/Equipment	\$ 803,591	\$ 585,215	602,693	-2.99%	✓
<b>Total Expenses - Administration</b>	<b>\$ 1,950,108</b>	<b>\$ 1,416,758</b>	<b>\$ 1,462,581</b>	<b>-3.23%</b>	<b>✓</b>
<b>Operations</b>					
Salaries & Benefits	\$ 7,148,964	\$ 4,957,029	\$ 5,361,723	-8.16%	✓
Supplies/Services/Equipment	\$ 220,793	\$ 128,658	165,595	-28.71%	✓
<b>Total Expenses - Operations</b>	<b>\$ 7,369,757</b>	<b>\$ 5,085,686</b>	<b>\$ 5,527,318</b>	<b>-8.68%</b>	<b>✓</b>
<b>Technical Services</b>					
Salaries & Benefits	\$ 1,018,809	\$ 612,256	\$ 764,107	-24.80%	✓
Supplies/Services/Equipment	\$ 774,100	\$ 799,863	580,575	27.42%	✗
<b>Total Expenses - Technical Services</b>	<b>\$ 1,792,909</b>	<b>\$ 1,412,120</b>	<b>\$ 1,344,682</b>	<b>4.78%</b>	<b>✗</b>
<b>Total Operating Expenses</b>	<b>\$ 11,112,774</b>	<b>\$ 7,914,565</b>	<b>\$ 8,334,581</b>	<b>-5.31%</b>	<b>✓</b>
<b>Capital Outlay</b>	<b>\$ 5,296,369</b>	<b>\$ 3,602,265</b>	<b>\$ 3,972,277</b>	<b>-10.27%</b>	<b>✓</b>
<b>Total Expenses</b>	<b>\$ 16,409,143</b>	<b>\$ 11,516,830</b>	<b>\$ 12,306,857</b>	<b>-6.86%</b>	<b>✓</b>
<b>Summary by Department</b>					
Administration	\$ 1,950,108	\$ 1,416,758	\$ 1,462,581	-3.23%	✓
Operations	7,369,757	5,085,686	5,527,318	-8.68%	✓
Technical Services	1,792,909	1,412,120	1,344,682	4.78%	✗
Capital Outlay	5,296,369	3,602,265	3,972,277	-10.27%	✓
<b>Total Expenses</b>	<b>\$ 16,409,143</b>	<b>\$ 11,516,830</b>	<b>\$ 12,306,857</b>	<b>-6.86%</b>	<b>✓</b>
<b>Summary by Expense Category</b>					
Salaries & Benefits	\$ 9,314,290	\$ 6,400,828	\$ 6,985,718	-9.14%	✓
Supplies/Services/Equipment	1,798,484	1,513,736	1,348,863	10.89%	✗
Capital Outlay	5,296,369	3,602,265	3,972,277	-10.27%	✓
<b>Total Expenses</b>	<b>\$ 16,409,143</b>	<b>\$ 11,516,830</b>	<b>\$ 12,306,857</b>	<b>-6.86%</b>	<b>✓</b>

### Surplus/(Deficit) YTD

**\$ 4,513,546**

Total Revenue Minus Total Expenses

Flag Key	
Range	Icon
Less than 0	✓
Between 0 and 3%	⚠
Greater than 3%	✗
* Ranges are reversed for revenues	

### Notes:

- The YTD Budget is an annualized amount based upon:  
Fiscal Month to Date / 12 Months \* Amended Budget
- Flags are applied automatically via algorithm.



## **ATTACHMENT #3**

Agenda Item 4a

revstat.rpt  
05/23/2018 2:37PM  
Periods: 7 through 9

## Revenue Status Report

Page: 1

South Bay Regional PCA  
1/1/2018 through 3/31/2018

### 10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-50 Administration					
10-50-111 Administration					
10-50-111-4110 Gardena	2,391,301.00	358,695.15	2,391,301.00	0.00	100.00
10-50-111-4120 Hawthorne	3,359,598.00	503,939.70	3,359,598.00	0.00	100.00
10-50-111-4130 Manhattan Beach	1,703,280.00	255,492.00	1,703,280.00	0.00	100.00
10-50-111-4140 Hermosa Beach	700,072.00	175,018.00	700,072.00	0.00	100.00
10-50-111-4145 El Segundo	1,294,928.00	323,732.00	1,294,928.00	0.00	100.00
10-50-111-4146 Culver City Assessment	2,360,551.00	590,137.75	2,360,551.00	0.00	100.00
10-50-111-4150 El Camino Community College	893.00	0.00	789.60	103.40	88.42
10-50-111-4152 Medical Director Services/Hermosa Beach	25,000.00	0.00	12,500.00	12,500.00	50.00
10-50-111-4153 Medical Director Service/Manhattan Beach	25,000.00	0.00	26,250.00	-1,250.00	105.00
10-50-111-4154 Medical Director Services/El Segundo	25,000.00	0.00	26,250.00	-1,250.00	105.00
10-50-111-4210 Investment Earnings (LAIF)	15,000.00	13,329.02	22,913.30	-7,913.30	152.76
10-50-111-4220 POST Reimbursements	600.00	0.00	0.00	600.00	0.00
10-50-111-4255 Unrealized Gain/Loss on Investments	0.00	0.00	1,894.50	-1,894.50	0.00
10-50-111-4430 Other Miscellaneous Revenue	2,500.00	5.07	376.98	2,123.02	15.08
<b>Total Administration</b>	<b>11,903,723.00</b>	<b>2,220,348.69</b>	<b>11,900,704.38</b>	<b>3,018.62</b>	<b>99.97</b>
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4215 DUI Reimbursement-Overtime	2,000.00	1,862.34	2,274.62	-274.62	113.73
10-60-211-4435 Reimbursements Sprint Wireless	82,176.00	80,257.08	80,257.08	1,918.92	97.66

Page: 1

Revenue Status Report

South Bay Regional PCA  
 1/1/2018 through 3/31/2018

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-50 Administration					
10-50-111 Administration					
10-50-111-4110 Gardena	2,391,301.00	358,695.15	2,391,301.00	0.00	100.00
10-50-111-4120 Hawthorne	3,359,598.00	503,939.70	3,359,598.00	0.00	100.00
10-50-111-4130 Manhattan Beach	1,703,280.00	255,492.00	1,703,280.00	0.00	100.00
10-50-111-4140 Hermosa Beach	700,072.00	175,018.00	700,072.00	0.00	100.00
10-50-111-4145 El Segundo	1,294,928.00	323,732.00	1,294,928.00	0.00	100.00
10-50-111-4146 Culver City Assessment	2,360,551.00	590,137.75	2,360,551.00	0.00	100.00
10-50-111-4150 El Camino Community College	893.00	0.00	789.60	103.40	88.42
10-50-111-4152 Medical Director Services/Hermosa Beach	25,000.00	0.00	12,500.00	12,500.00	50.00
10-50-111-4153 Medical Director Service/Manhattan Beach	25,000.00	0.00	26,250.00	-1,250.00	105.00
10-50-111-4154 Medical Director Services/El Segundo	25,000.00	0.00	26,250.00	-1,250.00	105.00
10-50-111-4210 Investment Earnings (LAIF)	15,000.00	13,329.02	22,913.30	-7,913.30	152.76
10-50-111-4220 POST Reimbursements	600.00	0.00	0.00	600.00	0.00
10-50-111-4255 Unrealized Gain/Loss on Investments	0.00	0.00	1,894.50	-1,894.50	0.00
10-50-111-4430 Other Miscellaneous Revenue	2,500.00	5.07	376.98	2,123.02	15.08
<b>Total Administration</b>	<b>11,903,723.00</b>	<b>2,220,348.69</b>	<b>11,900,704.38</b>	<b>3,018.62</b>	<b>99.97</b>
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4215 DUI Reimbursement-Overtime	2,000.00	1,862.34	2,274.62	-274.62	113.73
10-60-211-4435 Reimbursements Sprint Wireless	82,176.00	80,257.08	80,257.08	1,918.92	97.66

Revenue Status Report

South Bay Regional PCA  
 1/1/2018 through 3/31/2018

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-60-211-4440 Reimbursements/Verizon Wireless	8,465.00	10,869.32	10,869.32	-2,404.32	128.40
<b>Total Operations</b>	92,641.00	92,988.74	93,401.02	-760.02	100.82
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4360 Reimbursements for Billable Parts	75,000.00	156,264.84	482,841.11	-407,841.11	643.79
10-70-311-4370 Reimbursements for GST Software	40,410.00	47,574.00	47,574.00	-7,164.00	117.73
<b>Total Technical Services</b>	115,410.00	203,838.84	530,415.11	-415,005.11	459.59
<b>Total SBRPCA Enterprise Fund</b>	12,111,774.00	2,517,176.27	12,524,520.51	-412,746.51	103.41

Revenue Status Report

South Bay Regional PCA  
 1/1/2018 through 3/31/2018

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
20-80 Capital Infrastructure Projects					
20-80-433 2016 UASI Grant					
20-80-433-4270 Grant Reimb/P25 Comm Repeater Migration	5,000,000.00	1,391,266.59	3,505,855.59	1,494,144.41	70.12
<b>Total Grant Fund</b>	5,000,000.00	1,391,266.59	3,505,855.59	1,494,144.41	70.12
<b>Grand Total</b>	17,111,774.00	3,908,442.86	16,030,376.10	1,081,397.90	93.68

# **ATTACHMENT #4**

Agenda Item 4a

expstat.rpt  
05/23/2018 2:34PM  
Periods: 7 through 9

## Expenditure Status Report

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South Bay Regional PCA  
1/1/2018 through 3/31/2018

## 10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
50 Administration						
50-100 Administration						
50-100-5000 Expenditures						
50-111-5101 Salaries (Full-Time)	840,147.00	181,689.22	618,327.74	0.00	221,819.26	73.60
50-111-5104 Acting Pay	1,000.00	0.00	0.00	0.00	1,000.00	0.00
50-111-5107 Merit Pay	2,800.00	0.00	2,800.00	0.00	0.00	100.00
50-111-5108 Sick Leave Payoff	25,000.00	0.00	12,439.36	0.00	12,560.64	49.76
50-111-5109 Vacation Leave Payoff	40,000.00	6,149.42	25,771.65	0.00	14,228.35	64.43
50-111-5201 Medical Insurance	63,281.00	10,476.35	45,693.17	0.00	17,587.83	72.21
50-111-5202 Dental Insurance	2,719.00	551.39	2,255.05	0.00	463.95	82.94
50-111-5203 Vision Insurance	1,255.00	229.50	837.00	0.00	418.00	66.69
50-111-5204 Life Insurance	660.00	128.81	480.81	0.00	179.19	72.85
50-111-5205 Medicare	13,548.00	2,804.02	9,858.68	0.00	3,689.32	72.77
50-111-5207 Workers' Compensation	10,150.00	2,748.95	7,432.53	0.00	2,717.47	73.23
50-111-5208 PERS Contributions	122,719.00	26,647.56	88,404.92	0.00	34,314.08	72.04
50-111-5209 Retirees' Medical Insurance	14,238.00	3,715.80	10,717.04	0.00	3,520.96	75.27
50-111-5212 Deferred Comp Matching Benefit	9,000.00	1,500.00	6,525.00	0.00	2,475.00	72.50
50-111-5301 Communications Contract Services	31,000.00	5,976.11	17,448.01	0.00	13,551.99	56.28
50-111-5302 Computer Contract Services/CAD-Tiburon	60,000.00	180.00	450.00	0.00	59,550.00	0.75
50-111-5304 Accounting/Auditing Services	14,000.00	1,000.00	12,250.00	0.00	1,750.00	87.50
50-111-5305 Legal Services	22,000.00	21,289.60	25,955.70	0.00	-3,955.70	117.98
50-111-5306 Recruitment Costs	35,333.00	24,121.75	47,338.85	0.00	-12,005.85	133.98
50-111-5307 Software Maintenance Services	45,298.00	0.00	41,944.35	0.00	3,353.65	92.60
50-111-5308 Banking Services (Fees)	6,500.00	1,379.33	3,722.88	0.00	2,777.12	57.28
50-111-5309 Online/Website Maintenance Services	3,500.00	750.00	2,360.00	0.00	1,140.00	67.43
50-111-5312 Medical Director Services/Paramedics	75,000.00	13,749.99	51,249.99	0.00	23,750.01	68.33
50-111-5401 Memberships & Dues	810.00	120.00	120.00	0.00	690.00	14.81
50-111-5402 Publications	350.00	0.00	0.00	0.00	350.00	0.00
50-111-5403 Conferences, Meetings & Travel	15,000.00	4,180.08	15,534.67	0.00	-534.67	103.56
50-111-5404 Employee Services/EC-BOD	1,500.00	433.58	953.89	0.00	546.11	63.59

**Expenditure Status Report**

South Bay Regional PCA  
 1/1/2018 through 3/31/2018

**10 SBRPCA Enterprise Fund**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
50-111-5407 Tuition Reimbursement	4,000.00	0.00	0.00	0.00	4,000.00	0.00
50-111-5501 Office Supplies	9,000.00	1,446.29	3,099.80	0.00	5,900.20	34.44
50-111-5502 Miscellaneous Supplies	1,100.00	60.63	60.63	0.00	1,039.37	5.51
50-111-5505 Voice Recording Tapes	1,500.00	0.00	0.00	0.00	1,500.00	0.00
50-111-5507 Postage	2,000.00	426.43	865.12	0.00	1,134.88	43.26
50-111-5509 Reproduction	1,500.00	0.00	0.00	0.00	1,500.00	0.00
50-111-5511 Office Equipment Lease	15,000.00	3,192.98	9,769.77	0.00	5,230.23	65.13
50-111-5513 General Liability Insurance Premium	170,600.00	14,826.80	163,413.10	0.00	7,186.90	95.79
50-111-5517 Vehicle Operations	2,000.00	66.20	194.99	0.00	1,805.01	9.75
50-111-5601 Telephone - Administration	12,000.00	5,071.87	11,387.70	0.00	612.30	94.90
50-111-5701 Maintenance - HQ	144,800.00	17,608.69	105,434.37	0.00	39,365.63	72.81
50-111-5702 Maintenance - Other Sites	6,500.00	0.00	0.00	0.00	6,500.00	0.00
50-111-5703 Electricity - HQ	97,000.00	11,269.20	52,253.32	0.00	44,746.68	53.87
50-111-5704 Electricity - Grandview	1,800.00	352.26	1,193.94	0.00	606.06	66.33
50-111-5705 Electricity - Punta Place	6,000.00	1,258.27	3,799.02	0.00	2,200.98	63.32
50-111-5706 Gas - HQ	12,000.00	2,688.77	5,374.67	0.00	6,625.33	44.79
50-111-5707 Water - HQ	3,500.00	1,137.96	2,762.35	0.00	737.65	78.92
50-111-5715 Electricity-MB Water Tower	3,000.00	509.60	1,504.15	0.00	1,495.85	50.14
50-111-5810 Office Equipment	0.00	0.00	2,018.26	0.00	-2,018.26	0.00
50-111-5820 Other Equipment	0.00	0.00	2,421.15	0.00	-2,421.15	0.00
50-111-5830 Furniture & Fixtures	0.00	334.60	334.60	0.00	-334.60	0.00
<b>Total Administration</b>	<b>1,950,108.00</b>	<b>370,072.01</b>	<b>1,416,758.23</b>	<b>0.00</b>	<b>533,349.77</b>	<b>72.65</b>
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	4,680,891.00	877,709.41	2,793,637.27	0.00	1,887,253.73	59.68
60-211-5102 Salaries (Part-Time)	224,268.00	23,262.13	62,391.02	0.00	161,876.98	27.82
60-211-5103 Overtime	350,000.00	246,724.69	812,526.86	0.00	-462,526.86	232.15
60-211-5104 Acting Pay	7,500.00	0.00	69.77	0.00	7,430.23	0.93
60-211-5105 Bilingual Pay	7,200.00	1,400.00	5,600.00	0.00	1,600.00	77.78
60-211-5108 Sick Leave Payoff	100,000.00	0.00	92,695.77	0.00	7,304.23	92.70



**Expenditure Status Report**

South Bay Regional PCA  
 1/1/2018 through 3/31/2018

**10 SBRPCA Enterprise Fund**

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
60-211-5109 Vacation Leave Payoff	30,000.00	3,515.52	34,937.28	0.00	-4,937.28	116.46
60-211-5110 Training Pay	5,000.00	1,234.59	3,557.90	0.00	1,442.10	71.16
60-211-5114 Holiday Payoff	45,000.00	0.00	68,024.66	0.00	-23,024.66	151.17
60-211-5115 Education Incentive Pay	84,498.00	20,893.80	65,267.39	0.00	19,230.61	77.24
60-211-5116 Overtime - Ridealongs with Member Cities	16,500.00	0.00	0.00	0.00	16,500.00	0.00
60-211-5201 Medical Insurance	601,750.00	103,774.21	376,349.51	0.00	225,400.49	62.54
60-211-5202 Dental Insurance	47,570.00	5,412.53	18,502.17	0.00	29,067.83	38.89
60-211-5203 Vision Insurance	17,521.00	3,112.50	9,311.50	0.00	8,209.50	53.14
60-211-5204 Life Insurance	7,656.00	1,551.00	4,606.93	0.00	3,049.07	60.17
60-211-5205 Medicare	80,662.00	17,178.82	57,692.65	0.00	22,969.35	71.52
60-211-5206 Unemployment Insurance	15,000.00	1,700.00	2,019.00	0.00	12,981.00	13.46
60-211-5207 Workers' Compensation	59,500.00	16,114.57	43,570.14	0.00	15,929.86	73.23
60-211-5208 PERS Contributions	704,411.00	148,921.09	463,694.12	0.00	240,716.88	65.83
60-211-5209 Retirees' Medical Insurance	59,402.00	14,164.98	42,078.19	0.00	17,323.81	70.84
60-211-5211 Social Security	4,635.00	151.13	496.72	0.00	4,138.28	10.72
60-211-5401 Memberships & Dues	190.00	0.00	0.00	0.00	190.00	0.00
60-211-5402 Publications	2,210.00	104.20	330.15	0.00	1,879.85	14.94
60-211-5403 Conferences, Meetings & Travel	31,752.00	975.69	11,489.38	0.00	20,262.62	36.18
60-211-5404 Employee Services/EC-BOD	2,500.00	0.00	490.90	0.00	2,009.10	19.64
60-211-5405 Employee Awards	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5406 POST Training	2,000.00	0.00	0.00	0.00	2,000.00	0.00
60-211-5407 Tuition Reimbursement	18,000.00	3,388.00	7,597.00	0.00	10,403.00	42.21
60-211-5506 Uniforms/Safety Equipment	8,000.00	485.92	1,144.10	0.00	6,855.90	14.30
60-211-5509 Reproduction	500.00	0.00	353.21	0.00	146.79	70.64
60-211-5603 Telephone - El Segundo	3,000.00	776.01	1,625.56	0.00	1,374.44	54.19
60-211-5604 Telephone - Gardena	5,000.00	448.64	2,232.64	0.00	2,767.36	44.65
60-211-5606 Telephone - Hawthorne	6,500.00	1,237.59	3,106.19	0.00	3,393.81	47.79
60-211-5607 Telephone - Hermosa Beach	17,000.00	5,379.70	16,004.89	0.00	995.11	94.15
60-211-5608 Telephone - Manhattan Beach	13,000.00	1,509.09	3,277.98	0.00	9,722.02	25.22
60-211-5611 Telephone - Punta Place	10,000.00	942.04	2,822.02	0.00	7,177.98	28.22
60-211-5612 Telephone - RCC	10,000.00	3,276.36	7,241.60	0.00	2,758.40	72.42
60-211-5613 Sprint Wireless Reimbursable	82,176.00	19,322.91	53,180.46	0.00	28,995.54	64.72
60-211-5614 Verizon Wireless Reimbursable	8,465.00	3,931.77	8,663.31	0.00	-198.31	102.34
60-211-5615 Telephone - Culver City	0.00	2,488.88	3,342.46	0.00	-3,342.46	0.00

**Expenditure Status Report**

South Bay Regional PCA  
 1/1/2018 through 3/31/2018

**10 SBRPCA Enterprise Fund**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
60-211-5820 Other Equipment	0.00	5,755.75	5,755.75	0.00	-5,755.75	0.00
<b>Total Operations</b>	<b>7,369,757.00</b>	<b>1,536,843.52</b>	<b>5,085,686.45</b>	<b>0.00</b>	<b>2,284,070.55</b>	<b>69.01</b>
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	647,540.00	115,269.85	363,120.68	0.00	284,419.32	56.08
70-311-5103 Overtime	13,500.00	0.00	498.64	0.00	13,001.36	3.69
70-311-5106 Callback Pay	2,500.00	0.00	0.00	0.00	2,500.00	0.00
70-311-5107 Merit Pay	1,300.00	0.00	1,250.00	0.00	50.00	96.15
70-311-5108 Sick Leave Payoff	15,000.00	0.00	15,027.84	0.00	-27.84	100.19
70-311-5109 Vacation Leave Payoff	25,000.00	0.00	4,377.91	0.00	20,622.09	17.51
70-311-5114 Holiday Payoff	12,000.00	0.00	8,884.01	0.00	3,115.99	74.03
70-311-5115 Education Incentive Pay	0.00	861.48	2,584.44	0.00	-2,584.44	0.00
70-311-5201 Medical Insurance	71,814.00	12,773.81	49,310.96	0.00	22,503.04	68.66
70-311-5202 Dental Insurance	6,426.00	548.07	1,957.62	0.00	4,468.38	30.46
70-311-5203 Vision Insurance	2,812.00	312.75	1,115.00	0.00	1,697.00	39.65
70-311-5204 Life Insurance	924.00	198.00	605.00	0.00	319.00	65.48
70-311-5205 Medicare	11,081.00	1,740.07	5,942.37	0.00	5,138.63	53.63
70-311-5207 Workers' Compensation	105,350.00	28,532.23	77,144.67	0.00	28,205.33	73.23
70-311-5208 PERS Contributions	73,690.00	18,445.64	57,430.06	0.00	16,259.94	77.93
70-311-5209 Retirees' Medical Insurance	29,872.00	7,790.64	23,007.28	0.00	6,864.72	77.02
70-311-5302 Computer Contract Services/CAD-Tiburon	285,000.00	0.00	0.00	0.00	285,000.00	0.00
70-311-5311 GST Software Reimbursable	42,950.00	8,764.00	46,774.00	0.00	-3,824.00	108.90
70-311-5403 Conferences, Meetings & Travel	2,650.00	0.00	0.00	0.00	2,650.00	0.00
70-311-5503 General Technical Supplies	7,500.00	277.95	2,384.46	0.00	5,115.54	31.79
70-311-5506 Uniforms/Safety Equipment	2,500.00	388.51	388.51	0.00	2,111.49	15.54
70-311-5514 Parts - Billing	75,000.00	167,346.79	503,215.23	0.00	-428,215.23	670.95
70-311-5515 Parts - Telecommunications	20,000.00	475.03	6,147.14	0.00	13,852.86	30.74
70-311-5516 Install Wire, Loom & Hardware	16,000.00	9,658.26	22,913.12	0.00	-6,913.12	143.21
70-311-5517 Vehicle Operations	4,500.00	582.30	2,133.10	0.00	2,366.90	47.40
70-311-5520 Equipment Repair	18,000.00	0.00	0.00	0.00	18,000.00	0.00

**Expenditure Status Report**

South Bay Regional PCA  
 1/1/2018 through 3/31/2018

**10 SBRPCA Enterprise Fund**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
70-311-5521 Outside Technical Serv-Towers & Equip	300,000.00	47,500.00	192,586.76	0.00	107,413.24	64.20
70-311-5525 Clvr Cty Infrastr Transition Costs Reimb	0.00	23,321.04	23,321.04	0.00	-23,321.04	0.00
<b>Total Technical Services</b>	1,792,909.00	444,786.42	1,412,119.84	0.00	380,789.16	78.76
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-435-5901 CIP Exp-Hawthorne Allocation	58,454.00	0.00	58,454.00	0.00	0.00	100.00
80-436-5901 CIP Exp-MB Allocation	60,253.00	0.00	10,781.37	0.00	49,471.63	17.89
80-446-5901 CIP Exp-Interoperability Radio Sys Proj	13,338.00	0.00	0.00	0.00	13,338.00	0.00
80-449-5901 Backup Stand Alone Radio System-Comm Ctr	52,824.00	8,244.88	51,792.71	0.00	1,031.29	98.05
80-452-5901 Replace Cisco Switches	35,000.00	24,860.63	24,860.63	0.00	10,139.37	71.03
80-453-5901 ESChat System and Maintenance	76,500.00	0.00	58,849.74	0.00	17,650.26	76.93
<b>Total Expenditures</b>	296,369.00	33,105.51	204,738.45	0.00	91,630.55	69.08
<b>Total CIP</b>	296,369.00	33,105.51	204,738.45	0.00	91,630.55	69.08
<b>Total Capital Infrastructure Projects</b>	296,369.00	33,105.51	204,738.45	0.00	91,630.55	69.08
<b>Total SBRPCA Enterprise Fund</b>	11,409,143.00	2,384,807.46	8,119,302.97	0.00	3,289,840.03	71.16

**Expenditure Status Report**

South Bay Regional PCA  
 1/1/2018 through 3/31/2018

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-433-5901 UASI Grant P25 Comm Repeater Migration	5,000,000.00	1,391,266.59	3,397,526.79	1,560,424.60	42,048.61	99.16
<b>Total Grant Fund</b>	5,000,000.00	1,391,266.59	3,397,526.79	1,560,424.60	42,048.61	99.16
<b>Grand Total</b>	16,409,143.00	3,776,074.05	11,516,829.76	1,560,424.60	3,331,888.64	79.69



# Staff Report

South Bay Regional Public Communications Authority

**MEETING DATE:** May 30, 2018  
**ITEM NUMBER:** 5  
**TO:** Executive Committee  
**FROM:** Erick Lee, Executive Director  
**SUBJECT:** Executive Director's Report  
**ATTACHMENTS:** None.

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

- Status of Filling Vacant Communications Operator Positions
- Planned Changes in Service Level for Hermosa Beach PD & Manhattan Beach PD
- Task Force Meetings
- INSB Grant Reimbursement