

A G E N D A
REGULAR JOINT MEETING OF
THE BOARD OF DIRECTORS, THE EXECUTIVE COMMITTEE,
AND THE USER COMMITTEE
TUESDAY, JANUARY 15, 2019, 2:00 PM
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
SECOND FLOOR CONFERENCE ROOM
4440 W. BROADWAY, HAWTHORNE, CA

A. **CALL TO ORDER**

B. **PUBLIC DISCUSSION**

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

C. **BOARD OF DIRECTORS ACTION ITEMS**

1. Election of Board of Directors Chairperson and Vice Chairperson for Fiscal year 2018/2019
2. Minutes from a Special Joint Meeting of the Board of Directors and the Executive Committee - October 11, 2018

D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Amended Minutes from November 20, 2018
2. Minutes of a Regular Joint Meeting of the Executive Committee and the User Committee – December 18, 2018
3. Payment Register FY2018/2019 – December 2018
4. Cash & Investments Report/ December 31, 2018
5. Appropriation of \$404.61 from the Grant Fund Unreserved Balance to the UASI Grant P25 Communications Repeater Migration Account; and Authorization of these Funds to be used to Purchase Additional Equipment Related to the INSB Radio Network Project

E. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

F. **GENERAL BUSINESS**

1. Fiscal Year 2018/2019 Mid-Year Budget Report
2. Authorize the Executive Director to Execute Amendments to the Prefunding UASI Grant for Construction of Interagency Communications Interoperability System Platform Agreements
3. Memorandum of Understanding between the South Bay Regional Public Communications Authority and the California Teamsters Public, Professional, and Medical Employees Union Local 911

G. **EXECUTIVE DIRECTOR'S REPORT**

H. **BOARD OF DIRECTORS, EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

I. **CLOSED SESSION AGENDA**

Conference with Labor Negotiator
Pursuant to Government Code Section 54957.6
Discussion with Liebert Cassidy Whitmore Re: Teamsters Local 911

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

Conference with Labor Negotiator
Pursuant to Government Code Section 54957.6
Discussion with Liebert Cassidy Whitmore Re: Management & Confidential

J. **ADJOURNMENT**

Posting Place: 4440 W. Broadway, Hawthorne, CA 90250 and
www.rcc911.org

Posting Date/Time: January 10, 2019/5:30 PM

Signature:



Erick B. Lee, Executive Director



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: January 15, 2019

ITEM NUMBER: C1

TO: Board of Directors

FROM: Erick B. Lee, Executive Director

SUBJECT: ELECTION OF BOARD OF DIRECTORS CHAIRPERSON AND VICE CHAIRPERSON FOR FISCAL YEAR 2018/2019

ATTACHMENTS: None

RECOMMENDATION

Staff recommends that the Board of Directors elect from among themselves a Chairperson and a Vice Chairperson for Fiscal Year 2018/2019.

DISCUSSION

The Authority's Bylaws call for the election of officers at the first regular meeting of each fiscal year:

The Board of Directors shall elect from among the membership of the official representatives of said Board a Chairperson and a Vice Chairperson.

Officers of the Board of Directors shall be elected at the first meeting of said Board and at the first regular meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election.

During Fiscal Year 2017/2018, Gardena served as the Chairperson and Hawthorne served as the Vice Chairperson.

FISCAL IMPACT

None.

Agenda Item C2

**MINUTES OF A SPECIAL JOINT MEETING
OF THE BOARD OF DIRECTORS AND
THE EXECUTIVE COMMITTEE**

1. **CALL TO ORDER**

The Board of Directors and the Executive Committee convened in a special joint session at 2:02 PM on Thursday, October 11, 2018, in the second-floor conference room of the South Bay Regional Public Communications Authority, 4440 W. Broadway, Hawthorne, CA.

ROLL CALL

Present: Mayor Pro Tem Haidar Awad, City of Hawthorne
Councilmember David Lesser, City of Manhattan Beach
Mayor Pro Tem Rodney Tanaka, City of Gardena
City Manager Ed Medrano, City of Gardena
City Manager Bruce Moe, City of Manhattan Beach

Absent: City Manager Arnie Shadbehr, City of Hawthorne

Also Present: Executive Director Erick Lee

2. **PUBLIC DISCUSSION**

None.

3. **ACTION ITEMS**

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

MOTION: Councilmember Lesser moved to approve the minutes of the special joint meeting of the Board of Directors and the Executive Committee on August 21, 2018. The motion was seconded by Mayor Pro Tem Awad and passed by unanimous voice vote.

3b. Resolution No. 319 - Resolution of the Board of Directors of the South Bay Regional Public Communications Authority Establishing the Time and Place of Regular Public Meetings

In answer to questions from the Board of Directors and the Executive Committee, Executive Director Lee explained the recommendation to hold the regular public Board meetings on the third Tuesday of the month in January and March.

City Manager Moe pointed out that holding a meeting in March would provide the cities with information about their annual assessments for service, which would assist in the cities' budget planning.

Executive Director Lee advised that an updated budget policy resolution that addresses reserve funds will be provided for the Executive Committee's consideration in the future.

MOTION: Councilmember Lesser moved to approve establishing the time and place of the Board of Director's regular public meetings on the third Tuesday in the months of January and March and adopt Resolution No. 319. The motion was seconded by Mayor Pro Tem Awad and passed by unanimous voice vote.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING THE TIME AND PLACE OF REGULAR PUBLIC MEETINGS

3c. Appropriation of \$1,733,647 from the Enterprise Fund Unreserved Balance and Authorization of These Funds to be Applied to the Amounts Due from Member Cities for the Communication Equipment Purchase with Motorola Solutions, Inc.

City Manager Medrano commented that, in the future, should funds similar to those under discussion become available, the owner cities need to advise the Authority on how they intend to spend the money and on the related timeline to do so.

MOTION: Councilmember Lesser moved to approve appropriating \$1,733,647 from the Enterprise Fund Unreserved Balance and authorize applying these funds to the amounts due from the member cities for the communication equipment purchase with Motorola Solutions, Inc. The motion was seconded by Mayor Pro Tem Awad and passed by unanimous voice vote.

Executive Director Lee provided clarification for Councilmember Lesser with regard to the 2016 Urban Area Security Initiative (UASI) Grant and the Communication Equipment Purchase and Reimbursement Agreements with five of the member and contract cities (excepting Culver City) for the mobile and portable radios purchased from Motorola, both of which relate to the Interoperability Network of the South Bay (INSB).

4. **CLOSED SESSION**

At 2:12 PM, the Board of Directors and the Executive Committee entered into a closed session pursuant to Subdivision (c) of Government Code Section 54956.9 for a conference with legal counsel to discuss anticipated litigation (1 potential case). The meeting returned to open session at 3:04 PM with no action taken in closed session.

5. **ADJOURNMENT**

The meeting was adjourned at 3:05 PM.



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: January 15, 2019

ITEM: D1

TO: Executive Committee

FROM: Clara Choi, Executive Assistant

SUBJECT: Amended Minutes from November 20, 2018

ATTACHMENTS: Minutes from November 20, 2018 – Tracked Changes

Upon review, all persons present at the Regular Joint Meeting of the Executive Committee and the User Committee on November 20, 2018 were not listed in the Minutes. Attached are the amended Minutes to reflect the correction.

Agenda Item D1

Attachment

**AMENDED MINUTES OF A REGULAR JOINT MEETING
OF THE EXECUTIVE COMMITTEE
AND THE USER COMMITTEE**

A. CALL TO ORDER

The Executive Committee and the User Committee convened in a regular joint session at 2:00PM on Tuesday, November 20, 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 Department
Chief Michael Ishii, Hawthorne Police Department

Absent: Chief Tom Kang, Gardena Police Department

Also Present: Executive Director Erick Lee
Operations Manager Shannon Kauffman
Administrative Services Manager John Krok
Communications Dispatcher Sandra Farley
Communications Operator Sonia Barron
Communications Operator Sirena Boskovich
Chief Chris Donovan, El Segundo Fire Department
Laura Kalty, Liebert Cassidy Whitmore
Carlos Rubio, California Teamsters Local 911
Chief Bill Whalen, El Segundo Police Department
Peter Wallin, City Attorney of Gardena

B. PUBLIC DISCUSSION

None.

C. CONSENT CALENDAR

City Manager Moe moved to approve the Consent Calendar, Item Numbers 1-8. The motion was seconded by Interim City Manager Shadbeh and passed by unanimous voice vote.

1. Minutes of Regular Meeting – October 16, 2018
2. Check Register for October 2018

Regular Joint Meeting
Of the Executive Committee
And the User Committee
November 20, 2018

3. Cash & Investments Report – September 30, 2018
4. Budget Performance Report – through October 31, 2018
5. Approve a Fiscal Year 2018/29 Blanket Purchase Order to the City of Hawthorne IT Services (ITS) Department for Information Technology Support Services in a Total Amount Not to Exceed \$200,000
6. Approve a Change Purchase Order in the Amount of \$85,000 to Lehr Auto Corporation for Supplies and Equipment
7. Approve a Fiscal Year 2018/19 Blanket Purchase Order to CDW Corporation for Supplies and Equipment in a Total Amount Not to Exceed \$100,000
8. Update on FirstNet in Los Angeles County

D. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

None.

E. **GENERAL BUSINESS**

1. Election of User Committee Chair for the Remainder of Fiscal Year 2018/19
MOTION: Chief Abell nominated Chief Ishii to serve as chairman for remainder of Fiscal Year 2018-2019. The motion passed unanimous by voice vote of the User Committee.
2. Carry Over of the Remaining Balance of a Purchase Order Issued to Motorola Solutions, Inc. in the Amount of \$1,602,068.60 Related to the UASI 2016 Grant and Interoperability Network of the South Bay Project from Fiscal Year 2017/2018 to 2018/2019
MOTION: City Manager Moe moved to approve this item. Interim City Manager Shadbehr seconded. The motion passed by unanimous voice vote.
3. Appropriation of \$4,773,979.70 in Reimbursements Related to the Communication Equipment Purchase and Reimbursement Agreements with Member and Contract Cities and Authorization of These Funds to be Used to Exercise the Purchase Option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc.; and
Appropriation of \$37,059.88 from the Enterprise Fund Unreserved Balance and Authorization of These Funds to be Used to Exercise the Purchase Option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc.; and
Approval to Exercise the Purchase Option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. And Authorize the Executive Director to Provide the 30-Day Notice Required to Purchase All of the Equipment Associated with the Agreement; and
Authorization for the Executive Director to Issue Payment to Motorola Solutions, Inc.

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November 20, 2018

in the Amount of \$6,544,686.58; and

Authorization for the Executive Director to Negotiate and Execute Amendments to the Communication Equipment Purchase and Reimbursement Agreements with Member and Contract Cities to Reconcile the Consideration Amounts with the Actual Orders Placed and Costs Incurred for This Project

MOTION: City Manager Moe moved to approve this item. Interim City Manager Shadbehr seconded. The motion passed by unanimous voice vote.

4. Amendment to the Communication Equipment Purchase and Reimbursement Agreement with the City of Hawthorne; and

Appropriation of \$79,588.37 from the Enterprise Fund Unreserved Balance to the Technical Services Parts-Billing Account; and

Approve a Purchase Order to Commline Incorporated for Radio Equipment Related to the Hawthorne Police Department's Operation of Its Airship Unit on the INSB Radio Network in the Not to Exceed Amount of \$79,588.37

MOTION: City Manager Moe moved to approve this item. Interim City Manager Shadbehr seconded. The motion passed by unanimous voice vote.

5. Amendment to Salary Range for Accountant Position; and

Authorization for the Executive Director to Execute a Side Letter of Agreement between the Management and Confidential Bargaining Group and the South Bay Regional Public Communications Authority

MOTION: City Manager Moe moved to approve this item. Interim City Manager Shadbehr seconded. The motion passed by unanimous voice vote.

6. Request from Executive Director to Attend Liebert Cassidy Whitmore's 2019 Annual Public Sector Employment Law Conference

MOTION: Interim City Manager Shadbehr moved to approve this item. City Manager Moe seconded the motion. The motion passed by unanimous voice vote.

7. Authorize the Executive Director to Execute an Agreement with Commline Incorporated for Avtec & Stancil License Purchase, Integration and Programming Services; and

Approve a Corresponding Purchase Order in the Total Amount of \$139,153.31 for this Purchase; and

Approve an Operating Budget Transfer from Technical Services Salaries to Outside Technical Services-Towers & Equipment in the Amount of \$139,153.31

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November 20, 2018

MOTION: City Manager Moe moved to approve this item. Interim City Manager Shadbehr seconded the motion. The motion passed by unanimous voice vote.

F. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee provided updated information on the following items: Executive Secretary Wendy Weeks' retirement, introduction of new staff member Clara Choi, status of filing vacant communications operator positions, updates on the UASI Grant reimbursement, and updates on the INSB Radio project.

G. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

None. City Manager Medrano requested that Item I be considered out of order on the agenda. The Executive Committee entered into closed session.

H. **GRIEVANCE HEARING**

The meeting returned to open session at 3:50PM. The Executive Committee conducted a Step 4 Board of Review Hearing regarding a grievance filed by Communications Operator Boskovich and continued this item to the December 18, 2018 meeting.

I. **CLOSED SESSION AGENDA**

At 2:25PM, the Board of Directors and the Executive Committee entered into a closed session to discuss the following items:

Conference with Labor Negotiator
Pursuant to Government Code Section 54957.6
Discussion with Liebert Cassidy Whitmore Re: Teamsters Local 911

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

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

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9
Name of Case: Grier v. City of Gardena, et. al., Los Angeles Superior Court
Case No. YC071434

Public Employee Performance Evaluation
Pursuant to Government Code Section 54957

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Title: Executive Director
Conference with Labor Negotiator
Pursuant to Government Code Section 54957.6
Discussion with Negotiator Edward Medrano
Unrepresented Employee: Executive Director

City Manager Medrano left the meeting at 3:45PM.

5. **ADJOURNMENT**

The meeting was adjourned at 5:03PM.

Agenda Item D2

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

A. CALL TO ORDER

The Executive Committee and the User Committee convened in a regular joint session at 2:04 PM on Tuesday, December 18, 2018, in the second-floor conference room of the South Bay Regional Public Communications Authority, 4440 West 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 Shadbehr, City of Hawthorne
Chief Derrick Abell, Manhattan Beach Police Department
Chief Michael Ishii, Hawthorne Police Department

Absent: Chief Tom Kang, Gardena Police Department

Also Present: Executive Director Erick Lee
Operations Manager Shannon Kauffman
Administrative Services Manager John Krok
Captain Milton McKinnon, Hermosa Beach Police Department
Lieutenant Landon Phillips, Hermosa Beach Police Department
Peter Wallin, City Attorney of Gardena

B. PUBLIC DISCUSSION

None.

C. CONSENT CALENDAR

City Manager Moe moved to approve the Consent Calendar, Item Numbers 1-7. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

1. Minutes of the Regular Meeting – November 20, 2018
2. Check Register for November 2018
3. Approve a Change Purchase Order to M Jack Brooks, JD for Consulting Services in an Amount Not to Exceed \$50,000; and
Approve an Additional Operating Budget Transfer in an Amount Not to Exceed \$50,000 from the Salaries & Benefits Category to the Supplies & Services Category of the Adopted Fiscal Year 2018/2019 Budget to Continue Funding These Services

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December 18, 2018

4. Approve a Change Purchase Order to MuniTemps for Accounting Services in an Amount Not to Exceed \$50,000; and
Approve an Additional Operating Budget Transfer in an Amount Not to Exceed \$50,000 from the Salaries & Benefits Category to the Supplies & Services Category of the Adopted Fiscal year 2018/2019 Budget to Continue Funding These Services
5. Executive Director's Amended and Restated Employment Agreement
6. Approve a Change Purchase Order to Whelen Engineering Company in the Amount of \$40,000 for Supplies and Equipment
7. Approve a Change Purchase Order to Havis Incorporated in the Amount of \$45,000 for Supplies and Equipment

D. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

None.

E. **GENERAL BUSINESS**

1. Resolution of the Executive Committee of the South Bay Regional Public Communications Authority Approving and Amended Position Classification Plan to Facilitate the Administration of Personnel and Repealing Resolution No. 41 and all Amendments Thereof

MOTION: City Manager Moe moved to approve this item. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

2. Resolution of the Executive Committee of the South Bay Regional Public Communications Authority Establishing a Budgetary Policy

MOTION: Interim City Manager Shadbehr moved to approve this item. The motion was seconded by City Manager Moe and passed unanimous by voice vote.

F. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee reported on the status on the INSB Network Project, UASI grant reimbursement, a Pilot Program to improve Fire Department response times and Communications Operator recruitment. The Authority's Recruitment video debuted for the Committees.

G. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

City Manager Medrano requested that Item I be considered out of order on the agenda. The Executive Committee entered into closed session at 2:18 PM.

H. **GRIEVANCE HEARING**

The meeting returned to open session at 2:25 PM and the Executive Committee continued its Step 4 Board of Review Hearing regarding a grievance filed by Communications Operator

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Boskovich. At the conclusion of the hearing, City Manager Moe and Interim City Manager Shadbehr voted to deny the grievance, with City Manager Medrano abstaining.

I. **CLOSED SESSION AGENDA**

At 2:18PM, the Executive Committee entered into a closed session to discuss the following item:

Conference Re: Labor Negotiations

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

J. **ADJOURNMENT**

The meeting was adjourned at 2:32 PM.

Agenda Item D3



Payment Register FY 2018-19

December 2018

<u>Accounts Payable Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
December 7, 2018	\$6,899,218.11	
December 21, 2018	\$317,126.12	
December 21, 2018	\$47,754.83	EFT PAYMENTS
	<hr/>	
Accounts Payable Total	\$7,264,099.06	
<u>Payroll Checks issued Date</u>		
December 7, 2018	\$181,031.57	
December 21, 2018	\$177,656.80	
	<hr/>	
Payroll Total	\$358,688.37	

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1361	12/7/2018	00219	INTERNAL REVENUE SERVICE	Ben26607	12/7/2018	FEDERAL WITHHOLDING TAX: P/	37,634.30	37,634.30
1362	12/7/2018	00058	CALPERS	Ben26609	12/7/2018	PERS RETIREMENT: PAYMENT	32,476.03	32,476.03
1363	12/7/2018	00223	EMPLOYMENT DEVEL DEPT	Ben26611	12/7/2018	STATE DISABILITY INSURANCE:	14,515.29	14,515.29
1364	12/7/2018	00222	STATE DISBURSEMENT UNIT	Ben26613	12/7/2018	SUPPORT: PAYMENT	184.62	184.62
1671	12/5/2018	00070	GAS COMPANY, THE	05919489822	12/5/2018	059194898222	1,868.64	1,868.64
53878	12/7/2018	00297	ATT CALNET	12178387	11/13/2018	12178387	2,480.33	
				12286280	12/3/2018	12286280	717.01	
				12185587	11/13/2018	12185587	190.99	
				12182523	11/13/2018	12182523	95.68	3,484.01
53879	12/7/2018	00064	ATT PAYMENT CENTER	960 461-1623	12/1/2018	960 461-1623	1,948.01	1,948.01
53880	12/7/2018	00670	BARTEL ASSOCIATES, LLC	18-1095	12/3/2018	181095	1,250.00	1,250.00
53881	12/7/2018	00097	BASINGER, WILLIAM	112818	11/28/2018	112818	1,215.00	1,215.00
53882	12/7/2018	00806	CAIN, CRYSTAL	101118	10/11/2018	101118	591.97	591.97
53883	12/7/2018	00217	CALIFORNIA TEAMSTERS UNION	Ben26601	12/7/2018	UNION DUES TEAMSTERS: PAYM	2,035.50	2,035.50
53884	12/7/2018	00014	CDW GOVERNMENT, INC.	PXT4984	11/9/2018	4984	27,816.19	27,816.19
53885	12/7/2018	00017	CHEM PRO LABORATORY, INC.	642708	11/23/2018	642708	78.50	78.50
53886	12/7/2018	00015	CHEVRON AND TEXACO	54733727	11/22/2018	54733727	176.45	176.45
53887	12/7/2018	00019	CINTAS CORPORATION #427	427339719	11/30/2018	427339719	93.86	93.86
53888	12/7/2018	00671	COHEN, MD, MARC R.	004	11/30/2018	004	4,583.33	4,583.33
53889	12/7/2018	00218	CWA LOCAL 9400	Ben26605	12/7/2018	UNION DUES CWA: PAYMENT	326.27	326.27
53890	12/7/2018	00449	DIGI-KEY ELECTRONICS 2465460	65965517	12/6/2018	65965517	55.32	55.32
53891	12/7/2018	00786	EMPLOYERS ASSURANCE CO	1441	11/21/2018	1441	9,948.30	9,948.30
53892	12/7/2018	00785	EXPERIAN	CD19080028777	11/30/2018	1908002777	8.40	8.40
53893	12/7/2018	00008	FEDERAL SIGNAL CORP	7055619	11/28/2018	7055619	6,249.75	
				7058087	11/30/2018	7058087	1,588.33	7,838.08
53894	12/7/2018	00651	FRONTIER	209150596909238	12/1/2018	20915059690923835	265.33	
				3103752741011110	12/1/2018	31037527410111105	233.57	
				209051870106030	12/1/2018	20905187010603025	101.38	
				209150597811308	12/1/2018	20915059781130835	54.32	
				209151099802099	12/1/2018	20915109980209955	47.97	
				209150244610318	12/1/2018	20915024461031835	47.97	
				209150244709268	12/1/2018	20915024470926835	47.97	
				213038166608300	11/10/2018	21303816660830025	38.94	837.45
53895	12/7/2018	00018	FUKUI, KAZ	113018	11/30/2018	GARDENING SERV/11302018	190.00	190.00

Bank : union UNION BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
53896	12/7/2018	00027	HAVIS INC. 570542	12/3/2018	570542	493.86	493.86
53897	12/7/2018	00148	HAWTHORNE, CITY OF IT-18-01-rcc	10/11/2018	IT-18-01-RCC	100,000.00	100,000.00
53898	12/7/2018	00542	HEARTLAND SERVICES, INC 192376	11/16/2018	192376	448.23	
			192374	11/16/2018	192374	433.23	881.46
53899	12/7/2018	00035	HOME DEPOT CREDIT SERVICES603532250052385	11/28/2018	6035322500523851	20.00	20.00
53900	12/7/2018	00221	ICMA RETIREMENT TRUST Ben26603	12/7/2018	DEFERRED COMPENSATION - 3(10,772.00	10,772.00
53901	12/7/2018	00688	IKEY 128388	9/21/2018	128388	409.00	409.00
53902	12/7/2018	00039	JANI-KING OF CALIF INC. 09180707	9/1/2018	09180707	2,237.49	
			10180689	10/31/2018	10180689	2,237.49	
			11180669	11/30/2018	11180669	2,237.49	
			10180814	10/10/2018	10180814	908.70	7,621.17
53903	12/7/2018	00760	LAWLES ENTERPRISES, INC. 11234	12/5/2018	11234	2,300.00	2,300.00
53904	12/7/2018	00442	LAWSON PRODUCTS, INC. 9306282597	11/18/2018	9306282597	315.84	
			9306286796	11/19/2018	9306286796	24.25	340.09
53905	12/7/2018	00345	LEHR AUTO 120763	10/5/2018	120763	3,476.10	
			118411t	8/2/2018	118411	2,330.76	5,806.86
53906	12/7/2018	00087	LIEBERT CASSIDY & WHITMORE 1469190	10/31/2018	1469190	1,036.00	
			1469189	10/31/2018	1469190	777.00	1,813.00
53907	12/7/2018	00041	LIGHTHOUSE INC., THE 0707652	11/12/2018	0707652	3,317.85	
			0707651	11/27/2018	0707651	1,105.95	4,423.80
53908	12/7/2018	00802	M JACK BROOKS, JD 112018 SBR	12/3/2018	112018	13,400.00	13,400.00
53909	12/7/2018	00331	MITSUBISHI ELECTRIC INC 340297	12/1/2018	3402967	638.93	638.93
53910	12/7/2018	00807	MORALES, CRISTAL 101118	10/11/2018	101118	555.36	555.36
53911	12/7/2018	00047	MOTOROLA SOLUTIONS, INC. 621	12/5/2018	621	6,544,686.58	
			41259623	11/27/2018	41259623	41,644.00	6,586,330.58
53912	12/7/2018	00791	MUNITEMPS 128845	10/28/2018	128845	6,532.50	
			128891	11/11/2018	128891	4,558.13	11,090.63
53913	12/7/2018	00577	NEW LOOK AUTO DETAIL 1995	11/27/2018	1995	75.00	
			2000	12/11/2018	2000	75.00	150.00
53914	12/7/2018	00527	NMK CORPORATION 002	11/7/2018	002	4,563.83	4,563.83
53915	12/7/2018	00777	PHILLIPS PLUMBING 155479	12/16/2018	155479	291.54	291.54
53916	12/7/2018	00122	RAMOS, LENA 1162018	11/6/2018	1162018	607.50	
			1192018	11/9/2018	1192018	70.38	677.88
53917	12/7/2018	00144	SAXE-CLIFFORD PHD, SUSAN 1812063	12/6/2018	1812063	400.00	400.00
53918	12/7/2018	00066	SHARK STUDIOS INC. 164	12/3/2018	164	225.00	225.00

Bank : union UNION BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
53919	12/7/2018	00124	SMITH, KEVIN	11152018	11/15/2018	11152018	810.00	810.00
53920	12/7/2018	00069	SOUTHERN CALIFORNIA EDISON	3014537955	12/20/2018	3014537955	140.63	140.63
53921	12/7/2018	00803	SPARKLETTS	18193479113018	11/30/2018	113018	49.55	49.55
53922	12/7/2018	00460	SPECTRUM BUSINESS	1133787112418	11/24/2018	1133787112418	1,900.00	1,900.00
53923	12/7/2018	00302	SPRINT	155018370086	11/29/2018	155018370086	6,612.56	
				155018370085	10/29/2018	155018370085	4,632.77	
				107177860091	11/27/2018	107177860091	85.98	11,331.31
53924	12/7/2018	00074	STAPLES INC.	603551781080915	11/29/2018	6035517810809151	963.78	963.78
53925	12/7/2018	00538	TACTICAL COMMAND CABINETS	12518	12/5/2018	12518	850.00	850.00
53926	12/7/2018	00044	TYLER TECHNOLOGIES, INC.	045244587	12/1/2018	045244587	12,931.06	12,931.06
53927	12/7/2018	00300	UNITED POWER GENERATION IN	4744	11/16/2018	4744	3,526.80	3,526.80
53928	12/7/2018	00171	VERIZON WIRELESS	9819027249	11/23/2018	9819027249	1,671.77	
				9818968262	11/23/2018	9818968262	432.06	
				9818952605	11/23/2018	9818952605	342.19	
				9818631927	11/18/2018	9818631927	275.20	
				9818952606	12/23/2018	9818952606	38.01	2,759.23
53929	12/7/2018	00436	WEST-LITE SUPPLY COMPANY, IN	61757	11/27/2018	61757	168.24	168.24
53930	12/7/2018	00211	WILLIAMS, JEFFREY	11062018	11/6/2018	11062018	1,100.00	1,100.00
53931	12/7/2018	00067	XCEL MECHANICAL SYSTEMS	19865	11/14/2018	19865	414.00	414.00
53932	12/7/2018	00735	XEROX FINANCIAL SERVICES	1385875	11/12/2018	1385875	1,557.00	1,557.00
Sub total for UNION BANK:								6,940,862.11

60 checks in this report.

Grand Total All Checks: 6,940,862.11

VoidCkEP
12/13/18 9:31AM

Void Check Edit List
South Bay Regional PCA

Document #: 1 Void Date: 12/07/2018 Posting #: 8308 Group: shirl
Check #: 53911 Bank code: union Check Date: 12/07/18
Vendor: 00047 MOTOROLA SOLUTIONS, INC.
Post into: 06/2019 Check amount: 6,586,330.58

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
disb	B 10-2010	Accounts Payable	6,586,330.58 CR
disb S*	B 10-1010	Cash in Bank	6,586,330.58 DB
Balance Sheet Totals:	6,586,330.58 DB	6,586,330.58 CR	Difference: 0.00

		<i>Balance Sheet Fund Totals</i>		
<u>Fund</u>		<u>Debits</u>	<u>Credits</u>	<u>Difference</u>
10	SBRPCA Enterprise Fund	6,586,330.58	6,586,330.58	0.00

Errors / Warnings

Documents with errors : 0
Documents with warnings : 0

Bank : union UNION BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
53933	12/7/2018	00047	MOTOROLA SOLUTIONS, INC.	621	12/5/2018 621	6,544,686.58	6,544,686.58
Sub total for UNION BANK:							6,544,686.58

1 checks in this report.

Grand Total All Checks: 6,544,686.58

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1365	12/21/2018	00219	INTERNAL REVENUE SERVICE	Ben26633	12/21/2018	FEDERAL WITHHOLDING TAX: P/	37,496.60	37,496.60
1366	12/21/2018	00058	CALPERS	Ben26635	12/21/2018	PERS RETIREMENT: PAYMENT	31,553.28	31,553.28
1367	12/21/2018	00223	EMPLOYMENT DEVEL DEPT	Ben26637	12/21/2018	STATE DISABILITY INSURANCE:	14,342.26	14,342.26
1368	12/21/2018	00222	STATE DISBURSEMENT UNIT	Ben26639	12/21/2018	SUPPORT: PAYMENT	184.62	184.62
1672	12/21/2018	00073	STATE BOARD OF EQUALIZATION	12655960	12/19/2018	SALES TAX/JUL-SEPT 2018	5,945.20	5,945.20
53934	12/21/2018	00002	AFLAC	Ben26619	12/21/2018	AFLAC INSURANCE: PAYMENT	5,437.62	5,437.62
53935	12/21/2018	00004	AGEE, BONNIE	122118	12/21/2018	RETIREE MED PREM/JAN 2019	581.48	581.48
53936	12/21/2018	00297	ATT CALNET	12331727	12/13/2018	12331727	2,477.95	
				12338927	12/13/2018	12338927	191.73	
				12335863	12/13/2018	12335863	95.73	2,765.41
53937	12/21/2018	00217	CALIFORNIA TEAMSTERS UNION	Ben26625	12/21/2018	UNION DUES TEAMSTERS: PAYM	1,995.50	1,995.50
53938	12/21/2018	00058	CALPERS	Ben26623	12/21/2018	ANTHEM TRADITIONAL HMO: PA	24,138.06	
				Ben26629	12/21/2018	ANTHEM TRADITIONAL HMO: PA	21,631.67	45,769.73
53939	12/21/2018	00080	CARTER, ALLENE	122118	12/21/2018	RETIREE MED PREM/JAN 2019	178.84	178.84
53940	12/21/2018	00014	CDW GOVERNMENT, INC.	QKD2534	12/14/2018	2534	3,390.19	3,390.19
53941	12/21/2018	00017	CHEM PRO LABORATORY, INC.	643825	12/23/2018	643825	78.50	78.50
53942	12/21/2018	00019	CINTAS CORPORATION #427	427343768	12/14/2018	472343768	93.86	93.86
53943	12/21/2018	00078	COX, CHRISTOPHER	1212018	12/21/2018	RETIREE MED PREM/JAN 2019	822.50	822.50
53944	12/21/2018	00102	CURRY, REBECCA	12218	12/21/2018	RETIREE MED PREM/JAN 2019	595.50	595.50
53945	12/21/2018	00218	CWA LOCAL 9400	Ben26631	12/21/2018	UNION DUES CWA: PAYMENT	249.52	249.52
53946	12/21/2018	00426	DELL MARKETING LP	10256431310-1	7/25/2018	102564311310	30.00	30.00
53947	12/21/2018	00786	EMPLOYERS ASSURANCE CO	715	12/21/2018	715	9,948.30	9,948.30
53948	12/21/2018	00008	FEDERAL SIGNAL CORP	7059492	12/3/2018	7059492	845.35	845.35
53949	12/21/2018	00651	FRONTIER	7002z664-s-18339	12/5/2018	7002Z664-S-18339	114.70	
				7002z665 - s- 183	12/5/2018	18339 18309	78.30	
				213038166608300	12/10/2018	21303816660830025	47.97	240.97
53950	12/21/2018	00696	GUARDIAN	Ben26621	12/21/2018	DENTAL HMO PLAN: PAYMENT	4,506.91	4,506.91
53951	12/21/2018	00025	HALL, JANEY	122118	12/21/2018	RETIREE MED PREM/JAN 2019	249.30	249.30
53952	12/21/2018	00148	HAWTHORNE, CITY OF	IT-18-02-rcc	12/19/2018	IT-18-02-RCC	50,000.00	50,000.00
53953	12/21/2018	00272	HYMES, MARY	122118	12/21/2018	RETIREE MED PREM/JAN 2019	449.33	449.33
53954	12/21/2018	00221	ICMA RETIREMENT TRUST	Ben26627	12/21/2018	DEFERRED COMPENSATION - 3(10,766.00	10,766.00
53955	12/21/2018	00808	JAMES, HAWKINS	12122018	12/12/2018	12192018	1,221.60	1,221.60
53956	12/21/2018	00442	LAWSON PRODUCTS, INC.	9306328511	12/6/2018	9306328511	553.87	553.87
53957	12/21/2018	00087	LIEBERT CASSIDY & WHITMORE	1470800	11/30/2018	1470800	2,660.50	2,660.50

Bank : union UNION BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
53958	12/21/2018	00116	MEADORS, LATANYA	122118	12/21/2018	RETIREE MED PREM/JAN 2019	522.67	522.67
53959	12/21/2018	00047	MOTOROLA SOLUTIONS, INC.	41259623	11/27/2018	PROGRESS PAYMENTS DUE AS	41,644.00	41,644.00
53960	12/21/2018	00791	MUNITEMPS	128971	12/14/2018	128971	6,463.85	6,463.85
53961	12/21/2018	00142	PVP COMMUNICATIONS INC	124916	11/29/2018	124916	3,921.71	3,921.71
53962	12/21/2018	00060	RIVERA, JOSE	122118	12/21/2018	RETIREE MED PREM/JAN 2019	822.50	822.50
53963	12/21/2018	00144	SAXE-CLIFFORD PHD, SUSAN	1812206	12/20/2018	1812206	400.00	400.00
53964	12/21/2018	00273	SHAW, LILLIAN	122118	12/21/2018	RETIREE MED PREM/JAN 2019	449.33	449.33
53965	12/21/2018	00079	SHEAREN, KENNETH	122118	12/21/2018	RETIREE MED PREM/JAN 2019	529.30	529.30
53966	12/21/2018	00069	SOUTHERN CALIFORNIA EDISON	3020173298	12/12/2018	3020173298	6,671.56	
				3003435837	12/19/2018	3003435837	387.91	7,059.47
53967	12/21/2018	00126	STEVENS, DEBORAH	122118	12/21/2018	RETIREE MED PREM/JAN 2019	464.75	464.75
53968	12/21/2018	00034	STEVENS, GARY	122118	12/21/2018	RETIREE MED PREM/JAN 2019	581.48	581.48
53969	12/21/2018	00481	WAYTEK, INC.	2756953	12/18/2018	2756953	659.93	659.93
53970	12/21/2018	00131	WEISMAN, LUCIA	12212018	12/21/2018	RETIREE MED PREM/JAN 2019	197.76	197.76
53971	12/21/2018	00063	WHELEN ENGINEERING CO., INC	467257	12/21/2018	467257	740.88	
				452333	11/27/2018	452333	11,353.99	
				425835	10/9/2018	425835	3,696.15	
				426157	10/9/2018	426157	1,151.01	
				426255	10/9/2018	426255	756.76	17,698.79
53972	12/21/2018	00211	WILLIAMS, JEFFREY	11282018	11/28/2018	EDMG530 B001	1,100.00	1,100.00
53973	12/21/2018	00299	WYENN & ASSOCIATES	121718	12/17/2018	121718	275.00	275.00
53974	12/21/2018	00735	XEROX FINANCIAL SERVICES	1439187	12/13/2018	1439187	1,382.84	1,382.84
Sub total for UNION BANK:								317,126.12

46 checks in this report.

Grand Total All Checks: 317,126.12

EFT PAYMENTS

DATE	VENDOR	DESCRIPTION	AMOUNT PAID
12/21/2018	FIRST BANKCARD	AUTHORITY CREDIT CARDS	\$ 5,940.09
12/21/2018	ICMA-RC	DEFERRED COMPENSATION	\$ 13,519.17
12/31/2018	CALPERS	UNFUNDED ACCRUED LIABILITY	\$ 28,295.57
TOTAL			\$ 47,754.83



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: January 15, 2019

ITEM NUMBER: D4

TO: Executive Committee

COPY TO: Tim Lilligren, Treasurer

FROM: Shally Lin , Interim Finance and Accounting Manager

SUBJECT: Cash & Investments Report/December 31, 2018

ATTACHMENTS:

1. Cash & Investments Report for December 31, 2018
2. LAIF Quarter End Statement for December 31, 2018
3. PMIA Average Monthly Yields as of December 31, 2018

RECOMMENDATION

Staff recommends that the Executive Committee receive and file the Cash & Investments Report for December 31, 2018.

BACKGROUND

Section 53646 (a) (2) of the Government Code, states that the treasurer or chief fiscal officer may render a quarterly report (regarding the local agency's cash and investments) to the chief executive officer, the internal auditor, and the legislative body of the local agency. The quarterly report shall be so submitted within 30 days following the end of the quarter covered by the report. The legislative body of a local agency may elect to require the report specified in subdivision (b) to be made on a monthly basis instead of quarterly.

At the November 21, 2006 meeting, the Executive Committee elected to receive the Cash & Investments Report on a quarterly basis.

DISCUSSION

Staff has completed the bank reconciliation for December 31, 2018. Attached is the Cash & Investments Report for the period.

All idle cash of the Authority is invested 100% with the State's Local Agency Investment Fund (LAIF). This complies with the Statement of Investment Policy. LAIF's monthly performance continues on a stable path with moderate increases on a regular basis. At

the meeting, staff will provide an updated staff report with Pooled Money Investment Account (PMIA) effective yields through December and interest earned for the quarter.

FISCAL IMPACT

None.

Agenda Item D4

Attachment #1



Cash and Investments Report

As of December 31, 2018

Funding Source	Bank Balance	Deposits in Transit	Outstanding Checks	Book Balance
<u>Active Accounts</u>				
MUFG Union Bank ¹ (General/Payroll)	\$ 7,892,370.59	_____	\$ (6,864,667.41)	\$ 1,027,703.18
<u>Investments</u>				
LAIF ¹	\$ 2,652,269.21	\$ -	\$ -	\$ 2,652,269.21
Total Investments	\$ 2,652,269.21	\$ -	\$ -	\$ 2,652,269.21
<u>Other Cash on Hand</u>				
Petty Cash	\$ -	\$ -	\$ -	\$ 500.00
Vending Machine Petty Cash	\$ -	\$ -	\$ -	\$ (0.79)
				\$ 499.21
Total Cash & Investments				<u><u>\$ 3,680,971.60</u></u>
<u>Breakdown of cash by fund:</u>				
Fund 10 (Enterprise Fund)				\$ 961,018.38
Fund 20 (SHSGP Grant Fund)				66,684.80
Total				<u><u>\$ 1,027,703.19</u></u>

Agenda Item D4

Attachment #2

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp

January 02, 2019

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS
 AUTHORITY
 TREASURER
 4440 WEST BROADWAY
 HAWTHORNE, CA 90250

PMIA Average Monthly Yields

Account Number:
 15-19-001

Tran Type Definitions

December 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
12/13/2018	12/12/2018	RW	1591880	ERICK LEE	-2,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	4,652,269.21
Total Withdrawal:	-2,000,000.00	Ending Balance:	2,652,269.21

Agenda Item D4

Attachment #3



California State Treasurer
Fiona Ma, CPA



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[Home](#) ->> [PMIA](#) ->> PMIA Average Monthly Effective Yields



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: January 15, 2019

ITEM NUMBER: D5

TO: Executive Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: APPROPRIATION OF \$404.61 FROM THE GRANT FUND UNRESERVED BALANCE TO THE UASI GRANT P25 COMMUNICATIONS REPEATER MIGRATION ACCOUNT; AND

AUTHORIZATION OF THESE FUNDS TO BE USED TO PURCHASE ADDITIONAL EQUIPMENT RELATED TO THE INSB RADIO NETWORK PROJECT

ATTACHMENTS: None

RECOMMENDATION

Staff recommends that the Executive Committee appropriate \$404.61 from the Grant Fund Unreserved Balance to the UASI Grant P25 Communications Repeater Migration Account and authorize these funds to be used to purchase additional equipment related to the INSB Radio Network Project.

BACKGROUND

On November 17, 2015, the Executive Committee adopted Resolution No. 305 accepting grant funding in the amount of \$5,000,000 from the Los Angeles/Long Beach UASI program to fund a project to establish a communications system that would integrate with the Interagency Communications Interoperability System (ICI System) network and provide South Bay public safety agencies with wide area and interoperable communications capabilities throughout the Los Angeles County region. The grant is administered locally by the City of Los Angeles, and the Authority is a subrecipient of its grant.

This grant project eventually came to be known locally as the Interoperability Network of the South Bay (INSB) project which the Authority is actively working with the INSB Joint Powers Authority to implement. This network is anticipated to go-live in early 2019.

DISCUSSION

As of December 31, 2018, funds expended and/or encumbered by this grant project total \$4,999,595.39. This leaves a remainder of \$404.61 in unallocated grant funds.

In order to maximize the benefits available to the South Bay region under the grant, staff intends to use the remainder of these unallocated funds to purchase additional radio communications equipment for this project.

FISCAL IMPACT

An appropriation of \$404.61 from the Grant Fund Unreserved Balance is necessary. The Authority will be reimbursed by the City of Los Angeles for expenditures authorized under its grant subrecipient agreement.



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: January 15, 2019

ITEM NUMBER: F1

TO: Board of Directors

FROM: Erick B. Lee, Executive Director

SUBJECT: FISCAL YEAR 2018/2019 MID-YEAR BUDGET REPORT

ATTACHMENTS:

1. Revenue Status Report
2. Expenditure Status Report

RECOMMENDATION

Staff recommends that the Board of Directors receive and file the Fiscal Year 2018/2019 Mid-Year Budget Report for the period July 1, 2018 through December 31, 2018.

DISCUSSION

Staff has analyzed the Authority's financial activities through December 31, 2018. The Authority has accrued 85% of its assessment revenues from its member cities and 75% of its assessment revenues from its contract cities. These amounts conform to the terms of the Authority's Bylaws and its agreements with the contract cities.

Additionally, the revenue report (Attachment #1) recognizes the receipt of nearly \$4.8M in reimbursements in the "Other Miscellaneous Revenue" account which is associated with the Communication Equipment Purchase and Reimbursement agreements with the three (3) member cities and two (2) South Bay contract cities that was not included in the adopted Fiscal Year 2018/2019 budget. These funds were appropriated in November 2018 and fully expended the following month in order to exercise the purchase option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. ("Motorola").

As it relates to expenditures (Attachment #2), a total of \$12,022,290 has been expended from the Enterprise Fund, which represents 65.13% of the budget. However, over \$6.5M of this amount was attributed to exercising the aforementioned purchase option under the Equipment Lease-Purchase Agreement with Motorola. When the appropriations and expenditures associated with this purchase are excluded, Enterprise Fund expenditures totaled \$5,477,603 (46.33% of the budget), which represents a 3.67% underrun in terms

of expenditures incurred through the first half of the fiscal year. Period expenses for salary and benefits accounted for 45.38% of their budgeted amounts, across all departments.

Grant Fund expenditures related to the INSB Radio Network Project totaled \$41,644. The remaining \$1,560,425 of this fund's budget is anticipated to be expended by February 28, 2019.

Below is a summary of expenses by category and department for all funds:

Department	Adjusted Appropriation	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
SALARY & BENEFITS					
Administration	\$1,080,309	\$465,204	-	\$615,105	38.82%
Operations	7,222,292	3,387,731	-	3,834,561	45.74%
Technical Services	925,450	334,975	-	590,475	35.22%
Salary & Benefits Total	\$9,228,051	\$4,187,910		\$5,040,140	45.38%
SUPPLIES, SERVICES & EQUIPMENT					
Administration	\$1,206,183	\$573,286	\$139,701	\$493,196	61.60%
Operations	229,740	92,235	5,000	132,505	42.32%
Technical Services	7,998,964	7,168,508	-	830,456	89.62%
Total	\$9,434,887	\$7,834,029	\$144,701	\$1,456,157	84.57%
(Adj. re: motorola Purchase)	(6,544,687)	(6,544,687)	-	-	100.00%
Adjusted Total	\$2,890,201	\$1,289,343	\$144,701	\$1,456,157	49.62%
CAPITAL IMPROV. PROJECTS					
	\$17,500	\$350	-	\$17,150	2.00%
ENTERPRISE FUND TOTAL					
	\$18,680,438	\$12,022,290	\$144,701	\$6,513,448	65.13%
ENTERPRISE FUND ADJ. TOTAL					
	\$12,135,751	\$5,477,603	\$144,701	\$6,513,448	46.33%
GRANT FUND					
	\$1,602,069	\$41,644	\$1,560,425	-	100.00%
GRAND TOTAL ALL FUNDS					
	\$20,282,507	\$12,063,934	\$1,705,125	\$6,513,448	67.89%

During the first half of the fiscal year, staff has been working diligently to accomplish the Authority's FY18/19 work plans. Progress to date is summarized below:

- Interoperable Network of the South Bay (INSB) Project
Staff has been actively working with the INSB Joint Powers Authority to complete this grant funded project. This network is anticipated to go-live in early 2019.
- Mark43 CAD/RMS Project
Staff has actively participated in the development of the Computer Aided Dispatch (CAD) system. The system is anticipated to go-live in Fiscal Year 2019/20.
- FirstNet Implementation in the South Bay
Staff has been monitoring the federal government's progress in deploying the FirstNet in Los Angeles County.
- Cost of Service and Allocation Study
The RFP for this study was released in December 2018. The project is anticipated to be completed by June 2019.

- Review and Update of Organizational Governance Documents and Policies
Staff has worked to evaluate, update, and establish a number of the Authority's foundational documents and policies including:
 - Budgetary Policy
 - Meeting Schedule for the Board of Directors
 - Position Classification Plan
 - Publicly Available Pay Schedule
 - Purchasing Policy
 - Schedule of Fees and Charges

In addition to the work plans established in the FY2018/19 budget, staff has also accomplished these other high priority items and projects:

- Hired six (6) Communications Operators.
- Completed a resource forecasting analysis to anticipate future attrition.
- Defined agency standards and performance measures.
- Updated and revised the Communications Operator training materials.
- Completed the no interest Equipment Lease-Purchase project to procure and deploy over \$6.5M in new mobile and portable radios.
- Submitted three (3) reimbursement requests to the UASI grant funding agency.

FISCAL IMPACT

None.

Agenda Item F1

Attachment #1

Revenue Status Report

South Bay Regional PCA
 7/1/2018 through 12/31/2018

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	2,032,605.85	2,032,605.85	358,695.15	85.00
10-50-111-4120 Hawthorne	3,359,598.00	2,855,658.30	2,855,658.30	503,939.70	85.00
10-50-111-4130 Manhattan Beach	1,703,280.00	1,447,788.00	1,447,788.00	255,492.00	85.00
10-50-111-4140 Hermosa Beach	828,439.00	621,329.26	621,329.26	207,109.74	75.00
10-50-111-4145 El Segundo	1,330,766.00	998,075.00	998,075.00	332,691.00	75.00
10-50-111-4146 Culver City Assessment	2,507,365.00	1,880,523.72	1,880,523.72	626,841.28	75.00
10-50-111-4150 El Camino Community College	790.00	0.00	0.00	790.00	0.00
10-50-111-4153 Medical Director Service/Manhattan Beach	27,000.00	0.00	0.00	27,000.00	0.00
10-50-111-4154 Medical Director Services/El Segundo	27,000.00	0.00	0.00	27,000.00	0.00
10-50-111-4210 Investment Earnings (LAIF)	57,173.00	28,730.68	28,730.68	28,442.32	50.25
10-50-111-4220 POST Reimbursements	600.00	120.00	120.00	480.00	20.00
10-50-111-4255 Unrealized Gain/Loss on Investments	0.00	-8,632.47	-8,632.47	8,632.47	0.00
10-50-111-4430 Other Miscellaneous Revenue	2,500.00	4,862,935.03	4,862,935.03	-4,860,435.03	194517.40
Total Administration	12,235,812.00	14,719,133.37	14,719,133.37	-2,483,321.37	120.30
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4215 DUI Reimbursement-Overtime	2,000.00	429.99	429.99	1,570.01	21.50
10-60-211-4435 Reimbursements Sprint Wireless	77,289.00	0.00	0.00	77,289.00	0.00
10-60-211-4440 Reimbursements/Verizon Wireless	15,229.00	0.00	0.00	15,229.00	0.00

Revenue Status Report

South Bay Regional PCA
 7/1/2018 through 12/31/2018

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>
10-60-211-4460 Pink Patch Project	0.00	356.33	356.33	-356.33	0.00
Total Operations	94,518.00	786.32	786.32	93,731.68	0.83
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4310 Labor-Installation-Member	0.00	561.24	561.24	-561.24	0.00
10-70-311-4360 Reimbursements for Billable Parts	642,397.00	81,682.60	81,682.60	560,714.40	12.72
10-70-311-4370 Reimbursements for GST Software	50,000.00	0.00	0.00	50,000.00	0.00
10-70-311-4371 Reimbursement ES Chat Software	100,000.00	0.00	0.00	100,000.00	0.00
10-70-311-4375 Reimb Net Motion Licenses & Maint.	31,000.00	0.00	0.00	31,000.00	0.00
Total Technical Services	823,397.00	82,243.84	82,243.84	741,153.16	9.99
Total SBRPCA Enterprise Fund	13,153,727.00	14,802,163.53	14,802,163.53	-1,648,436.53	112.53

Revenue Status Report

South Bay Regional PCA
 7/1/2018 through 12/31/2018

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 Consulting/Vector Resources					
Total Grant Fund	0.00	0.00	0.00	0.00	0.00
Grand Total	13,153,727.00	14,802,163.53	14,802,163.53	-1,648,436.53	112.53

Agenda Item F1

Attachment #2

Expenditure Status Report

South Bay Regional PCA
 7/1/2018 through 12/31/2018

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)	729,724.00	302,720.45	302,720.45	0.00	427,003.55	41.48
50-111-5104 Acting Pay	0.00	189.39	189.39	0.00	-189.39	0.00
50-111-5107 Merit Pay	3,000.00	2,000.00	2,000.00	0.00	1,000.00	66.67
50-111-5108 Sick Leave Payoff	29,269.00	10,807.96	10,807.96	0.00	18,461.04	36.93
50-111-5109 Vacation Leave Payoff	35,680.00	15,755.69	15,755.69	0.00	19,924.31	44.16
50-111-5114 Holiday Payoff	0.00	2,422.50	2,422.50	0.00	-2,422.50	0.00
50-111-5201 Medical Insurance	80,873.00	38,511.70	38,511.70	0.00	42,361.30	47.62
50-111-5202 Dental Insurance	5,764.00	1,993.06	1,993.06	0.00	3,770.94	34.58
50-111-5203 Vision Insurance	1,726.00	667.45	667.45	0.00	1,058.55	38.67
50-111-5204 Life Insurance	814.00	293.15	293.15	0.00	520.85	36.01
50-111-5205 Medicare	14,150.00	5,011.50	5,011.50	0.00	9,138.50	35.42
50-111-5207 Workers' Compensation	11,482.00	2,322.47	2,322.47	0.00	9,159.53	20.23
50-111-5208 PERS Contributions	143,528.00	46,728.98	46,728.98	0.00	96,799.02	32.56
50-111-5209 Retirees' Medical Insurance	13,499.00	6,062.41	6,062.41	0.00	7,436.59	44.91
50-111-5212 Deferred Comp Matching Benefit	10,800.00	29,717.34	29,717.34	0.00	-18,917.34	275.16
50-111-5301 Communications Contract Services	31,000.00	11,563.69	11,563.69	0.00	19,436.31	37.30
50-111-5302 Computer Contract Services/CAD-Tiburon	90,000.00	50,360.00	50,360.00	0.00	39,640.00	55.96
50-111-5304 Accounting/Auditing Services	18,000.00	2,300.00	2,300.00	0.00	15,700.00	12.78
50-111-5305 Legal Services	45,000.00	0.00	0.00	0.00	45,000.00	0.00
50-111-5306 Recruitment Costs	86,173.00	41,206.80	41,206.80	63,250.00	-18,283.80	121.22
50-111-5307 Software Maintenance Services	148,074.00	90,813.97	90,813.97	15,000.00	42,260.03	71.46
50-111-5308 Banking Services (Fees)	6,000.00	2,414.04	2,414.04	0.00	3,585.96	40.23
50-111-5309 Online/Website Maintenance Services	15,000.00	1,460.00	1,460.00	0.00	13,540.00	9.73
50-111-5312 Medical Director Services/Paramedics	54,000.00	22,916.65	22,916.65	0.00	31,083.35	42.44
50-111-5313 Temporary Staffing Services	200,000.00	92,588.00	92,588.00	50,000.00	57,412.00	71.29
50-111-5401 Memberships & Dues	870.00	400.00	400.00	0.00	470.00	45.98
50-111-5402 Publications	350.00	1,009.22	1,009.22	0.00	-659.22	288.35

Expenditure Status Report

South Bay Regional PCA
 7/1/2018 through 12/31/2018

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>
50-111-5403 Conferences, Meetings & Travel	5,606.00	10,439.50	10,439.50	0.00	-4,833.50	186.22
50-111-5404 Employee Services/EC-BOD	2,000.00	28.46	28.46	0.00	1,971.54	1.42
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	4,174.45	4,174.45	0.00	4,825.55	46.38
50-111-5502 Miscellaneous Supplies	1,100.00	0.00	0.00	0.00	1,100.00	0.00
50-111-5505 Voice Recording Tapes	500.00	0.00	0.00	0.00	500.00	0.00
50-111-5507 Postage	1,300.00	349.00	349.00	0.00	951.00	26.85
50-111-5509 Reproduction	2,000.00	0.00	0.00	0.00	2,000.00	0.00
50-111-5511 Office Equipment Lease	15,750.00	6,598.27	6,598.27	0.00	9,151.73	41.89
50-111-5513 General Liability Insurance Premium	187,660.00	133,006.04	133,006.04	0.00	54,653.96	70.88
50-111-5517 Vehicle Operations	2,000.00	0.00	0.00	0.00	2,000.00	0.00
50-111-5601 Telephone - Administration	15,000.00	4,657.52	4,657.52	0.00	10,342.48	31.05
50-111-5701 Maintenance - HQ	144,800.00	47,061.44	47,061.44	11,450.74	86,287.82	40.41
50-111-5703 Electricity - HQ	97,000.00	41,830.26	41,830.26	0.00	55,169.74	43.12
50-111-5704 Electricity - Grandview	2,000.00	620.70	620.70	0.00	1,379.30	31.04
50-111-5705 Electricity - Punta Place	6,000.00	3,170.23	3,170.23	0.00	2,829.77	52.84
50-111-5706 Gas - HQ	10,000.00	1,868.64	1,868.64	0.00	8,131.36	18.69
50-111-5707 Water - HQ	3,500.00	1,227.24	1,227.24	0.00	2,272.76	35.06
50-111-5715 Electricity-MB Water Tower	2,500.00	1,222.14	1,222.14	0.00	1,277.86	48.89
Total Administration	2,286,492.00	1,038,490.31	1,038,490.31	139,700.74	1,108,300.95	51.53
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	4,794,562.00	1,871,637.26	1,871,637.26	0.00	2,922,924.74	39.04
60-211-5102 Salaries (Part-Time)	74,203.00	41,756.12	41,756.12	0.00	32,446.88	56.27
60-211-5103 Overtime	350,000.00	465,308.78	465,308.78	0.00	-115,308.78	132.95
60-211-5104 Acting Pay	4,815.00	461.30	461.30	0.00	4,353.70	9.58
60-211-5105 Bilingual Pay	8,667.00	3,500.00	3,500.00	0.00	5,167.00	40.38
60-211-5108 Sick Leave Payoff	107,419.00	96,477.69	96,477.69	0.00	10,941.31	89.81
60-211-5109 Vacation Leave Payoff	46,052.00	48,966.68	48,966.68	0.00	-2,914.68	106.33
60-211-5110 Training Pay	5,613.00	6,773.82	6,773.82	0.00	-1,160.82	120.68

Expenditure Status Report

South Bay Regional PCA
 7/1/2018 through 12/31/2018

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>
60-211-5114 Holiday Payoff	74,917.00	102,461.06	102,461.06	0.00	-27,544.06	136.77
60-211-5115 Education Incentive Pay	93,000.00	44,641.74	44,641.74	0.00	48,358.26	48.00
60-211-5116 Overtime - Ridealongs with Member Cities	10,000.00	0.00	0.00	0.00	10,000.00	0.00
60-211-5201 Medical Insurance	561,918.00	279,411.02	279,411.02	0.00	282,506.98	49.72
60-211-5202 Dental Insurance	53,464.00	11,687.14	11,687.14	0.00	41,776.86	21.86
60-211-5203 Vision Insurance	17,804.00	6,119.20	6,119.20	0.00	11,684.80	34.37
60-211-5204 Life Insurance	7,870.00	3,249.73	3,249.73	0.00	4,620.27	41.29
60-211-5205 Medicare	83,217.00	39,389.36	39,389.36	0.00	43,827.64	47.33
60-211-5206 Unemployment Insurance	6,713.00	0.00	0.00	0.00	6,713.00	0.00
60-211-5207 Workers' Compensation	65,902.00	14,457.75	14,457.75	0.00	51,444.25	21.94
60-211-5208 PERS Contributions	798,175.00	327,372.07	327,372.07	0.00	470,802.93	41.02
60-211-5209 Retirees' Medical Insurance	57,091.00	23,996.28	23,996.28	0.00	33,094.72	42.03
60-211-5211 Social Security	890.00	64.43	64.43	0.00	825.57	7.24
60-211-5300 Maintenance & Operations	0.00	159.98	159.98	0.00	-159.98	0.00
60-211-5401 Memberships & Dues	750.00	29.21	29.21	0.00	720.79	3.89
60-211-5402 Publications	1,710.00	409.00	409.00	0.00	1,301.00	23.92
60-211-5403 Conferences, Meetings & Travel	33,262.00	5,031.93	5,031.93	5,000.00	23,230.07	30.16
60-211-5404 Employee Services/EC-BOD	2,500.00	0.00	0.00	0.00	2,500.00	0.00
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	5,440.00	5,440.00	0.00	12,560.00	30.22
60-211-5506 Uniforms/Safety Equipment	8,000.00	4,696.71	4,696.71	0.00	3,303.29	58.71
60-211-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5603 Telephone - El Segundo	3,000.00	973.07	973.07	0.00	2,026.93	32.44
60-211-5604 Telephone - Gardena	5,000.00	561.80	561.80	0.00	4,438.20	11.24
60-211-5606 Telephone - Hawthorne	6,000.00	2,144.97	2,144.97	0.00	3,855.03	35.75
60-211-5607 Telephone - Hermosa Beach	25,000.00	13,447.57	13,447.57	0.00	11,552.43	53.79
60-211-5608 Telephone - Manhattan Beach	8,000.00	2,443.13	2,443.13	0.00	5,556.87	30.54
60-211-5611 Telephone - Punta Place	5,500.00	1,934.74	1,934.74	0.00	3,565.26	35.18
60-211-5612 Telephone - RCC	12,000.00	4,551.01	4,551.01	0.00	7,448.99	37.93
60-211-5613 Sprint Wireless Reimbursable	77,289.00	30,740.50	30,740.50	0.00	46,548.50	39.77
60-211-5614 Verizon Wireless Reimbursable	15,229.00	9,761.23	9,761.23	0.00	5,467.77	64.10
60-211-5615 Telephone - Culver City	5,500.00	5,160.74	5,160.74	0.00	339.26	93.83
60-211-5820 Other Equipment	0.00	4,749.30	4,749.30	0.00	-4,749.30	0.00

Expenditure Status Report

South Bay Regional PCA
 7/1/2018 through 12/31/2018

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>
Total Operations	7,452,032.00	3,479,966.32	3,479,966.32	5,000.00	3,967,065.68	46.77
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	573,104.69	194,886.04	194,886.04	0.00	378,218.65	34.01
70-311-5103 Overtime	10,000.00	765.96	765.96	0.00	9,234.04	7.66
70-311-5107 Merit Pay	1,400.00	1,311.50	1,311.50	0.00	88.50	93.68
70-311-5108 Sick Leave Payoff	15,635.00	16,387.20	16,387.20	0.00	-752.20	104.81
70-311-5109 Vacation Leave Payoff	13,382.00	11,879.87	11,879.87	0.00	1,502.13	88.77
70-311-5114 Holiday Payoff	12,580.00	0.00	0.00	0.00	12,580.00	0.00
70-311-5115 Education Incentive Pay	3,733.00	0.00	0.00	0.00	3,733.00	0.00
70-311-5201 Medical Insurance	69,141.00	29,425.29	29,425.29	0.00	39,715.71	42.56
70-311-5202 Dental Insurance	4,569.00	1,024.85	1,024.85	0.00	3,544.15	22.43
70-311-5203 Vision Insurance	1,305.00	538.15	538.15	0.00	766.85	41.24
70-311-5204 Life Insurance	950.00	326.15	326.15	0.00	623.85	34.33
70-311-5205 Medicare	11,027.00	3,418.09	3,418.09	0.00	7,608.91	31.00
70-311-5207 Workers' Compensation	94,760.00	29,011.66	29,011.66	0.00	65,748.34	30.62
70-311-5208 PERS Contributions	82,649.00	31,496.53	31,496.53	0.00	51,152.47	38.11
70-311-5209 Retirees' Medical Insurance	31,214.00	14,503.64	14,503.64	0.00	16,710.36	46.47
70-311-5302 Computer Contract Services/CAD-Tiburon	145,000.00	100,000.00	100,000.00	0.00	45,000.00	68.97
70-311-5311 GST Software Reimbursable	50,000.00	44,790.88	44,790.88	0.00	5,209.12	89.58
70-311-5403 Conferences, Meetings & Travel	2,650.00	1,147.33	1,147.33	0.00	1,502.67	43.30
70-311-5503 General Technical Supplies	7,500.00	-82.50	-82.50	0.00	7,582.50	1.10
70-311-5506 Uniforms/Safety Equipment	2,000.00	7,205.16	7,205.16	0.00	-5,205.16	360.26
70-311-5514 Parts - Billing	721,985.37	271,078.12	271,078.12	0.00	450,907.25	37.55
70-311-5515 Parts - Telecommunications	15,357.00	149.73	149.73	0.00	15,207.27	0.97
70-311-5516 Install Wire, Loom & Hardware	25,132.00	19,178.63	19,178.63	0.00	5,953.37	76.31
70-311-5517 Vehicle Operations	4,500.00	1,576.79	1,576.79	0.00	2,923.21	35.04
70-311-5520 Equipment Repair	10,000.00	232.29	232.29	0.00	9,767.71	2.32
70-311-5521 Outside Technical Serv-Towers & Equip	470,153.31	178,545.00	178,545.00	0.00	291,608.31	37.98
70-311-5820 Other Equipment	6,544,686.58	6,544,686.58	6,544,686.58	0.00	0.00	100.00

Expenditure Status Report

South Bay Regional PCA
 7/1/2018 through 12/31/2018

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>
Total Technical Services	8,924,413.95	7,503,482.94	7,503,482.94	0.00	1,420,931.01	84.08
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-447-5901 CIP Expenditures-Replace Cisco Switches	17,500.00	0.00	0.00	0.00	17,500.00	0.00
80-449-5901 Backup Stand Alone Radio System-Comm Ctr	0.00	350.00	350.00	0.00	-350.00	0.00
Total Expenditures	17,500.00	350.00	350.00	0.00	17,150.00	2.00
Total CIP	17,500.00	350.00	350.00	0.00	17,150.00	2.00
Total Capital Infrastructure Projects	17,500.00	350.00	350.00	0.00	17,150.00	2.00
Total SBRPCA Enterprise Fund	18,680,437.95	12,022,289.57	12,022,289.57	144,700.74	6,513,447.64	65.13

Expenditure Status Report

South Bay Regional PCA
 7/1/2018 through 12/31/2018

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	1,602,068.60	41,644.00	41,644.00	1,560,424.60	0.00	100.00
Total Grant Fund	1,602,068.60	41,644.00	41,644.00	1,560,424.60	0.00	100.00
Grand Total	20,282,506.55	12,063,933.57	12,063,933.57	1,705,125.34	6,513,447.64	67.89



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: January 15, 2019

ITEM NUMBER: F2

TO: Executive Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENTS TO THE PREFUNDING UASI GRANT FOR CONSTRUCTION OF INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM PLATFORM AGREEMENTS

ATTACHMENTS:

1. Amendment to the Joint Funding Agreement with the City of Gardena and the City of Hawthorne
2. Amendment to the Funding Agreement with the City of Manhattan Beach
3. Joint Funding Agreement with the City of Gardena and the City of Hawthorne
4. Funding Agreement with the City of Manhattan Beach

RECOMMENDATION

Staff recommends that the Executive Committee authorize the Executive Director to execute amendments to the Prefunding UASI Grant for Construction of Interagency Communications Interoperability System Platform funding agreements the Authority maintains with its three member cities.

BACKGROUND

On November 17, 2015, the Executive Committee adopted Resolution No. 305 accepting grant funding in the amount of \$5,000,000 from the Los Angeles/Long Beach UASI program to fund a project to establish a communications system that would integrate with the Interagency Communications Interoperability System (ICI System) network and provide South Bay public safety agencies with wide area and interoperable communications capabilities throughout the Los Angeles County region. The grant is administered locally by the City of Los Angeles, and the Authority is a subrecipient of its grant.

This grant project eventually came to be known locally as the Interoperability Network of the South Bay (INSB) project which the Authority is actively working with the INSB Joint Powers Authority to implement. This network is anticipated to go-live in early 2019.

DISCUSSION

In 2016 and 2017, the Authority entered into a funding agreements with its three member cities to prefund the \$5,000,000 in grant reimbursable expenditures related to the INSB project. The funding agreements specified for funding to be provided as follows:

Gardena:	45%, not to exceed \$2,250,000
Hawthorne:	10%, not to exceed \$ 500,000
Manhattan Beach:	45%, not to exceed \$2,250,000

As of December 31, 2018, funds contributed by the member cities totaled \$3,505,855.59 as follows:

Gardena:	\$1,577,634.97
Hawthorne:	\$ 350,585.65
Manhattan Beach:	\$1,577,634.97

As of December 1, 2018, project expenses have totaled \$3,397,526.79. The remaining balance of \$1,602,473.21 is anticipated to be expended by February 28, 2019.

The original funding agreements were drafted with the understanding that 100% of the project would need to be completed before reimbursement would be provided by the City of Los Angeles. However, during the spring of 2018 the Authority determined that the granting agency was willing to provide reimbursement periodically and as expenditures are incurred throughout the term of the grant.

As such, staff submitted reimbursement requests for grant-related expenditures throughout the fall of 2018. By December 31, 2018, reimbursements received by the Authority from the City of Los Angeles totaled \$1,783,342.40. An additional \$1,614,184.39 in reimbursements are pending granting agency approvals and are anticipated to be received by the Authority in the next 90 days.

Staff has determined that the amount of reimbursed funds on hand are sufficient to pay the remainder of the costs associated with the grant funded portions of this project. In order to streamline the accounting aspects of this interagency project, avoid the processing of additional contributions from (and ultimate reimbursements to) each member city, and ensure payment and grant agency deadlines are not compromised, staff recommends that the prefunding agreements be amended. The proposed amendments would reflect the new information that was not available to the Authority and its member cities at the time the prefunding agreements were drafted and would authorize the Authority to use reimbursed funds that have already been received to pay for the remaining grant reimbursable expenditures.

If this recommendation is approved by the Executive Committee, staff requests that each member city seek and obtain the necessary approvals from its authorized approver or governing body by the first week of February 2019.

FISCAL IMPACT

None.

Agenda Item F2

Attachment #1

AMENDMENT #1 TO THE JOINT FUNDING AGREEMENT FOR PREFUNDING UASI GRANT FOR CONSTRUCTION OF INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM PLATFORM

This Amendment No. 1 is to certain Joint Funding Agreement For Prefunding UASI Grant for Construction of Interagency Communications Interoperability System Platform between the South Bay Regional Public Communications Authority (herein after "RCC") and the City of Gardena and the City of Hawthorne dated January 1, 2016 ("Agreement").

Recitals.

A. WHEREAS, the parties entered into a joint funding agreement to prefund \$5,000,000 in grant reimbursable expenditures related to the Interoperability Network of the South Bay ("INSB") project.

B. WHEREAS, the City of Manhattan Beach entered into a similar but separate funding agreement with the RCC to fund its share of the project.

C. WHEREAS, all funding agreements associated with this grant funded project provide for funding to be provided by the RCC's three member agencies as follows:

Gardena:	45%, not to exceed \$2,250,000
Hawthorne:	10%, not to exceed \$ 500,000
Manhattan Beach:	45%, not to exceed \$2,250,000

D. WHEREAS, the original agreements were drafted with the understanding that 100% of the project would need to be completed before reimbursement would be provided by the granting agency.

E. WHEREAS, the parties have determined that the granting agency will provide reimbursement periodically, as expenditures are incurred.

F. WHEREAS, funding for this project already received from the RCC's three member agencies totals \$3,505,855.59 as follows:

Gardena:	\$1,577,634.97
Hawthorne:	\$ 350,585.65
Manhattan Beach:	\$1,577,634.97

- G. WHEREAS, expenditures associated with this project have totaled \$3,397,526.79 as of December 1, 2018 and the remaining balance of \$1,602,473.21 is anticipated to be expended by February 28, 2019.
- H. WHEREAS, the RCC received reimbursement in the amount of \$1,783,342.40 for eligible grant expenditures on December 26, 2018.
- I. WHEREAS, the amount reimbursed to the RCC by the granting agency is sufficient to pay the remainder of expenses associated with this project.
- J. WHEREAS, the parties desire to use funds already reimbursed to the RCC in lieu of prefunding the remaining grant reimbursable expenditure amounts from the three member agencies.

NOW, THEREFORE, the parties agree as follows:

Section 1. The RCC is authorized to use reimbursed funds it has already received from the granting agency to pay for the remaining grant reimbursable expenditures.

Section 2. Section 4.4 of the Agreement is hereby amended to read: "As expenditures are incurred, the Authority shall perform all acts necessary to obtain reimbursement from the UASI granting agency. Upon completion of the project, all such funds received shall be paid over to the Contributing Parties in the same percentage as their contributions were made."

Section 3. Except as amended by this Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on behalf of the parties.

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

By _____
ERICK B. LEE
Executive Director

Date _____

CITY OF GARDENA

By _____
Edward Medrano
City Manager

Date _____

CITY OF HAWTHORNE

By _____
Arnold Shadbeh
Interim City Manager

Date _____

Agenda Item F2

Attachment #2

**AMENDMENT #1 TO THE FUNDING AGREEMENT FOR PREFUNDING UASI
GRANT FOR CONSTRUCTION OF INTERAGENCY COMMUNICATIONS
INTEROPERABILITY SYSTEM PLATFORM**

This Amendment No. 1 is to certain Funding Agreement For Prefunding UASI Grant for Construction of Interagency Communications Interoperability System Platform between the South Bay Regional Public Communications Authority (herein after "RCC") and the City of Manhattan Beach dated September 26, 2017 ("Agreement").

Recitals.

A. WHEREAS, the parties entered into a funding agreement to prefund \$5,000,000 in grant reimbursable expenditures related to the Interoperability Network of the South Bay ("INSB") project.

B. WHEREAS, the City of Gardena and the City of Hawthorne entered into a similar but separate joint funding agreement with the RCC to fund their respective shares of the project.

C. WHEREAS, all funding agreements associated with this grant funded project provide for funding to be provided by the RCC's three member agencies as follows:

Gardena:	45%, not to exceed \$2,250,000
Hawthorne:	10%, not to exceed \$ 500,000
Manhattan Beach:	45%, not to exceed \$2,250,000

D. WHEREAS, the original agreements were drafted with the understanding that 100% of the project would need to be completed before reimbursement would be provided by the granting agency.

E. WHEREAS, the parties have determined that the granting agency will provide reimbursement periodically, as expenditures are incurred.

F. WHEREAS, funding for this project already received from the RCC's three member agencies totals \$3,505,855.59 as follows:

Gardena:	\$1,577,634.97
Hawthorne:	\$ 350,585.65
Manhattan Beach:	\$1,577,634.97

- G. WHEREAS, expenditures associated with this project have totaled \$3,397,526.79 as of December 1, 2018 and the remaining balance of \$1,602,473.21 is anticipated to be expended by February 28, 2019.
- H. WHEREAS, the RCC received reimbursement in the amount of \$1,783,342.40 for eligible grant expenditures on December 26, 2018.
- I. WHEREAS, the amount reimbursed to the RCC by the granting agency is sufficient to pay the remainder of expenses associated with this project.
- J. WHEREAS, the parties desire to use funds already reimbursed to the RCC in lieu of prefunding the remaining grant reimbursable expenditure amounts from the three member agencies.

NOW, THEREFORE, the parties agree as follows:

Section 1. The RCC is authorized to use reimbursed funds it has already received from the granting agency to pay for the remaining grant reimbursable expenditures.

Section 2. Section 4.4 of the Agreement is hereby amended to read: "As expenditures are incurred, the Authority shall perform all acts necessary to obtain reimbursement from the UASI granting agency. Upon completion of the project, all such funds received shall be paid over to the Contributing Parties in the same percentage as their contributions were made."

Section 3. Except as amended by this Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on behalf of the parties.

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

By _____
ERICK B. LEE
Executive Director

Date _____

CITY OF MANHATTAN BEACH

By _____
Bruce Moe
City Manager

Date _____

Agenda Item F2

Attachment #3

**JOINT FUNDING AGREEMENT FOR PREFUNDING UASI GRANT FOR CONSTRUCTION
OF INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM PLATFORM**

THIS JOINT FUNDING AGREEMENT ("Agreement") is made by and between the CITY OF GARDENA, a municipality, the CITY OF MANHATTAN BEACH, a municipality, the CITY OF HAWTHORNE, a municipality, and the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY, a Joint Powers Authority, collectively referred to as the "Parties".

RECITALS

WHEREAS, the South Bay Regional Public Communications Authority ("Authority") has been formed to develop and operate a consolidated, regional, computer-assisted dispatch operation to serve the needs of its member public agencies;

WHEREAS, the Cities of Gardena, Manhattan Beach, and Hawthorne are member agencies of the Authority;

WHEREAS, the Authority intends to develop a platform to enable it to migrate to an Interagency Communications Interoperability System ("ICIS") and has received a proposal from Motorola to build out that platform (the "Project");

WHEREAS, the Authority has been selected as a sub-recipient for receipt of five million dollars (\$5,000,000.00) in 2011 Urban Area Security Initiative ("UASI") grant funds for development, installation and implementation of the ICIS platform;

WHEREAS, the UASI grant is a reimbursement grant that requires the Authority to provide the funds up front for completion of the project, and to be reimbursed from grant funds only after completion;

WHEREAS, the Authority and its member cities desire to utilize the grant funds and are entering into this Agreement for the purpose of having the cities of Gardena, Manhattan Beach, and Hawthorne provide the up-front financing and then reimbursing those cities for the financing they each provide; and

WHEREAS, it is in the public interest that the Parties enter into this Agreement to finance the Project so that the grant funds can be utilized to reduce the ultimate overall cost of the Project to the Authority and its member cities.

NOW, THEREFORE, for and in consideration of the mutual promises and benefits contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Authority to Enter into this Agreement. Each Party warrants and represents the legal authority to enter into this Agreement.

2.0 Term. The term of this Agreement is effective and commences on January 1, 2016, and terminates upon the last to occur of (a) _____, 201_, or (b) thirty days after all of the Contributing Parties (defined in Section 3.0) are repaid in full.

JOINT FUNDING AGREEMENT FOR PREFUNDING UASI GRANT FOR CONSTRUCTION
OF INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM PLATFORM

3.0 Costs. Within 15 calendar days following written request of the Authority made when necessary to pay Project costs, the following Parties (the "Contributing Parties") will remit to the Authority the following percentage of the amount needed for payment of the Project costs:

- Gardena: 45% up to an aggregate total not to exceed \$2,250,000
- Hawthorne: 10% up to an aggregate total not to exceed \$500,000
- Manhattan Beach: 45% up to an aggregate total not to exceed \$2,250,000

4.1 Obligations of the Authority.

4.2 Upon receipt of any funds from the Contributing Parties under this Agreement, the Authority shall deposit the funds in a Project Account which Account shall be used only for the purpose of paying Project expenses.

4.3 The Authority will submit to the Parties the relevant portions of its written monthly unaudited financial statements and a monthly report regarding the implementation of the Project.

4.4 The Authority shall cause all actions and expenditures related to the Project to be made in compliance with all requirements of the UASI grant, such that the reimbursement of the contributions made by the Contributing Parties is not jeopardized.

4.5 The Authority shall provide the Contributing Parties with written documentation if the acquisition of sufficient alternative funding is secured such that continued funding by the Parties under this Agreement is no longer necessary for the implementation of the Project.

4.6 Upon Project completion the Authority shall perform all acts necessary to obtain reimbursement from the UASI grant funds. All such funds received shall be paid over to the Contributing Parties in the same percentage as their contributions were made, with each payment made on a pro rata basis

5.0 Contacts. The contact person for all matters and communications relating to this Agreement are as follows:

- For the Authority: Ralph Mailloux, Director
4455 W Broadway Ave
Hawthorne, CA 90250
- For Gardena: Mitchell G. Lansdell, City Manager
1700 W. 162nd Street
Gardena, CA 90247-3778
- For Hawthorne: Arnold Shadbehr, City Manager
12501 S. Hawthorne Blvd
Hawthorne, CA 90250
- For Manhattan Beach: Mark Danaj, City Manager
1400 Highland Avenue
Manhattan Beach, CA 90266

JOINT FUNDING AGREEMENT FOR PREFUNDING UASI GRANT FOR CONSTRUCTION
OF INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM PLATFORM

A Party will give prompt written notice to the other Parties of any change in their respective contact person or their contact information.

6.0 Notices. Any notice to be given under this Agreement must be in writing. The notice shall be deemed given when mailed, postage prepaid, or hand delivered, to the contact person specified in Section 5.0, or his or her successor.

7.0 Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding between the Parties. Any oral representations, modifications, or amendments concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by the party to be charged.

8.0 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No Party may assign any of its rights, nor delegate any of its duties, hereunder without the prior written consent of the other Parties.

9.0 Termination. A Contributing Party's funding commitment under this Agreement terminates only if: 1) Due to a failure of grant funds for any reason, funds will not be available to the Authority to fully reimburse the contributions; or 2) Authority receives funds for the implementation of the Project that fully replace the need for further Contributing Party payments.

10.0 Validity. The invalidity of any provision of this Agreement shall not affect any other provision, which shall remain in full force and effect. Nor shall the invalidity of a portion of any provision of this Agreement affect the balance of such provision.

11.0 Right to Audit. The Contributing Parties shall have the right to audit, at any time and upon reasonable notice, the Authority's records and associated documents relating to this Agreement. Such right to audit shall be for the determination of the accuracy and validity of the Parties' funds provided to the Authority under this Agreement and for verifying compliance with other terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement

CITY OF MANHATTAN BEACH

CITY OF GARDENA

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

7.0 Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding between the Parties. Any oral representations, modifications, or amendments concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by the party to be charged.

8.0 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No Party may assign any of its rights, nor delegate any of its duties, hereunder without the prior written consent of the other Parties.

9.0 Termination. A Contributing Party's funding commitment under this Agreement terminates only if: 1) Due to a failure of grant funds for any reason, funds will not be available to the Authority to fully reimburse the contributions; or 2) Authority receives funds for the implementation of the Project that fully replace the need for further Contributing Party payments.

10.0 Validity. The invalidity of any provision of this Agreement shall not affect any other provision, which shall remain in full force and effect. Nor shall the invalidity of a portion of any provision of this Agreement affect the balance of such provision.

11.0 Right to Audit. The Contributing Parties shall have the right to audit, at any time and upon reasonable notice, the Authority's records and associated documents relating to this Agreement. Such right to audit shall be for the determination of the accuracy and validity of the Parties' funds provided to the Authority under this Agreement and for verifying compliance with other terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement

CITY OF MANHATTAN BEACH

By: _____

Name/Title: _____

Date: _____

Approved as to Form:

CITY OF GARDENA

By: Paul J. Jonaka

Name/Title: _____

Date: _____

Approved as to Form:

[Signature]

CITY OF HAWTHORNE

By: _____

Name/Title: _____

Date: _____

Approved as to Form:

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

By: _____

Name/Title: _____

Date: _____

Approved as to Form:

JOINT FUNDING AGREEMENT FOR PREFUNDING UASI GRANT FOR CONSTRUCTION
OF INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM PLATFORM

CITY OF HAWTHORNE

S.B.R.P.C.A.

By: *Ronald Shadler*

By: _____

Name/Title: INTERIM CITY MANAGER

Name/Title: _____

Date: 12-8-15

Date: _____

Agenda Item F2

Attachment #4

**FUNDING AGREEMENT FOR PREFUNDING UASI GRANT FOR CONSTRUCTION OF
INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM PLATFORM**

THIS FUNDING AGREEMENT ("Agreement"), is made by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY, a Joint Powers Authority ("Authority"), collectively referred to as the "Parties".

RECITALS

WHEREAS, the Authority has been formed to develop and operate a consolidated, regional, computer-assisted dispatch operation to serve the needs of its member public agencies;

WHEREAS, the Cities of Gardena, Manhattan Beach and Hawthorne are member agencies of the Authority;

WHEREAS, the Authority intends to develop a platform to enable it to migrate to an Interagency Communications Interoperability System ("ICIS") and has received a proposal from Motorola to build out that platform (the "Project");

WHEREAS, the Authority has been selected as a sub-recipient for receipt of five million dollars (\$5,000,000.00) in ²⁰¹¹ Urban Area Security Initiative ("UASI") grant funds for development, installation and implementation of the ICIS platform;

WHEREAS, the UASI grant is a reimbursement grant that requires the Authority to provide the funds up front for completion of the project, and to be reimbursed from grant funds only after completion;

WHEREAS, the Authority and its member cities desire to utilize the grant funds;

WHEREAS, Gardena and Hawthorne have made arrangements with, or are making arrangements with, Authority for the purpose of having Gardena and Hawthorne each provide a share of the up-front financing, and Authority then reimbursing those cities for the financing they each provide;

WHEREAS, Manhattan Beach and Authority desire to enter into this Agreement for the purpose of having Manhattan Beach provide a share of the up-front financing, and Authority then reimbursing Manhattan Beach for the financing it provides;

WHEREAS, Gardena, Hawthorne, Manhattan Beach and Authority have agreed on the following allocation of costs, for purposes of providing the up-front finance: Gardena and Manhattan Beach, each 45% up to an aggregate total not to exceed \$2,250,000 each, Hawthorne, 10% up to an aggregate total not to exceed \$500,000;

WHEREAS, it is in the public interest that Gardena, Hawthorne, and Manhattan Beach assist in financing the Project so that the grant funds can be utilized to reduce the ultimate overall cost of the Project to the Authority and its member cities.

NOW, THEREFORE, for and in consideration of the mutual promises and benefits contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Authority to Enter in this Agreement. Each Party warrants and represents the legal authority to enter into this Agreement.

2.0 Term. The term of this Agreement is effective and commences on September __, 2017, and terminates upon repayment of the advances made by Manhattan Beach.

3.0 Costs.

3.1 Within 15 calendar days following written request of the Authority made when necessary to pay Project costs, Manhattan Beach will remit to the Authority up to 45% of the requested Project costs, up to an aggregate total not to exceed \$2,250,000, subject to the conditions precedent in Section 3.2. Payments shall be based upon the following tentative schedule:

Date	Description	%	Amount
Upon Agreement Execution	Execution of Transaction Document	20%	\$ 450,000
October 15, 2017	Completion of Contract Design Review	20%	\$ 450,000
October 15, 2017	Upon Shipment of Equipment	25%	\$ 562,500
April 2018	Completion of Installation	25%	\$ 562,500
May 2018	Upon Final Project Acceptance	10%	\$ 225,000
	Total		\$2,250,000

3.2 Manhattan Beach shall have no obligation to advance funds to the Authority unless it has received written confirmation from the Authority that the Authority has received from Gardena and Hawthorne, or has commitments from Gardena and Hawthorne to receive, the following percentage of the amount needed for payment of the Project costs:

Gardena - 45% up to an aggregate total not to exceed \$2,250,000

Hawthorne - 10% up to an aggregate total not to exceed \$500,000

4.0 Obligations of the Authority

4.1 Upon receipt of any funds from Manhattan Beach under this Agreement, and funds from Gardena and Hawthorne as identified in Section 3.2, the Authority shall deposit the funds in a Project Account which Account shall be used only for the purpose of paying Project expenses.

4.2 The Authority will submit to Manhattan Beach, Gardena, and Hawthorne the relevant portions of its written monthly unaudited financial statements and a monthly report regarding the implementation of the Project.

4.3 The Authority shall cause all action and expenditures related to the Project to be made in compliance with the requirements of the UASI grant, such that the reimbursement of the contributions made by Manhattan Beach, Gardena, and Hawthorne are not jeopardized.

4.4 The Authority shall provide Manhattan Beach, Gardena, and Hawthorne with written documentation if the acquisition of sufficient alternative funding is secured such that continued funding by Manhattan Beach, Gardena and Hawthorne is no longer necessary for the implementation of the Project.

4.5 Upon Project completion the Authority shall perform all acts necessary to obtain reimbursement from the UASI grant funds, and all such funds received shall be paid over to Manhattan Beach, Gardena, and Hawthorne in the same percentage as their contributions were made.

5.0 Contacts. The contact person for all matters and communications relating to this Agreement are as follows:

For the Authority:

Ralph Mailloux, Executive Director
4440 W. Broadway
Hawthorne, CA 90250
rmailloux@rcc911.org
(310) 973-1802 ext 501

For Manhattan Beach

Bruce Moe, Finance Director
1400 Highland Avenue
Manhattan Beach, CA 90266
bmoe@citymb.info
(310) 802-5552

A Party will give prompt written notice to the other Party of any change in their respective contact person or their contact information.

6.0 Notices. Any notice to be given under this Agreement must be in writing. The notice shall be deemed given when mailed, postage prepaid, or hand delivered, to the contact person specified in Section 5.0, or his or her successor.

7.0 Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding between the Parties. Any oral representations, modifications, or amendments concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by the party to be charged.

8.0 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No Party may assign any of its rights, nor delegate any of its duties, hereunder without the prior written consent of the other Parties.

9.0 Termination. Manhattan Beach's funding commitment under this Agreement terminates only if: 1) Due to a failure of grant funds for any reason, funds will not be available to the Authority to fully reimburse the contributions, 2) Authority receives funds for the implementation of the Project that fully replace the need for further payments, or 3) the conditions in Section 3.2 are not satisfied.

10.0 Validity. The invalidity of any provision of this Agreement shall not affect any other provision, which shall remain in full force and effect. Nor shall the invalidity of a portion of any provision of this Agreement affect the balance of such provision.

11.0 Right to Audit. Manhattan Beach shall have the right to audit, at any time and upon reasonable notice, the Authority's records and associated documents relating to this Agreement. Such right to audit shall be for the determination of the accuracy and validity of the Manhattan Beach's funds provided to the Authority under this Agreement and for verifying compliance with other terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement

CITY OF MANHATTAN BEACH

By: Mark Danaj
Mark Danaj, City Manager

Date: 9-26-17

**SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY**

By: Ralph Mailloux
Name/Title: RALPH MAILLOUX, EXECUTIVE DIRECTOR

Date: SEPTEMBER 26, 2017

ATTEST:

Liza Tamura 9-28-17
Liza Tamura, City Clerk

APPROVED AS TO FORM;

Quinn M. Barrow obor
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

Bruce Moe
Bruce Moe, Finance Director



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: January 15, 2019

ITEM NUMBER: F3

TO: Executive Committee

FROM: Shannon Kauffman, Operations Manager

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION LOCAL 911

ATTACHMENTS: 1. Tracked Changes of the Memorandum of Understanding
2. Memorandum of Understanding

RECOMMENDATION

Staff recommends that the Executive Committee approve the attached Memorandum of Understanding between the Authority and The California Teamsters Public, Professional and Medical Employees Union Local 911.

BACKGROUND

The California Teamsters Public, Professional and Medical Employees Union Local 911 represents the Communications Operators and Public Safety Communication Specialists within the Authority. The last Memorandum of Understanding (MOU) expired on June 30, 2017. Representatives of the Teamsters bargaining unit and the Authority have met and conferred in good faith from the beginning of June 2017 through the end of November 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

In *Flores v. City of San Gabriel*, 824 F.3d 890 (9th Cir. 2016) the Ninth Circuit held that cash in lieu of benefits payments must be calculated in the regular rates of pay and overtime rates. Therefore, the Authority negotiated new maximum allowable amounts for cash back in the proposed MOU with The California Teamsters Public, Professional and Medical Employees Union Local 911. 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 listed as follows:

1. Term of Agreement
 - July 1, 2017 – June 20, 2020
2. Salary (Section 19.2)
 - Negotiated salary increases as follows:
 - 5% (effective December 1, 2018)
 - 2.5% (effective July 2019)
3. Signing Bonus (Section 9.1)
 - Eligible employees will receive a signing bonus of \$3,000. Scheduled payments are as follows:
 - \$1,500 payment upon adoption of the MOU.
 - \$1,500 payment the first pay period in July 2019.
4. Education Books and Tuition Reimbursement (Section 12.4)
 - Tuition reimbursement not to exceed a lifetime amount of \$12,000. The previous benefit allowed an employee to utilize \$4,000 per fiscal year with no maximum allowance.
6. Education Incentive (Section 12.5)
 - 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 educational incentive rate, or \$350, whichever is higher.
7. Contribution Amount (Section 11.2)
 - Increase in contribution amount toward an employee's monthly medical and dental insurance premiums from \$910 for Group A and C employees and \$960 for Group B employees to \$1,060 for all employees .
8. IRS Section 125 Cafeteria Plan (Section 13.3)
 - Established new maximum cash in lieu of amounts defined for employees who do not utilize the entire Authority's medical and dental insurance contribution amount. Previous benefit allowed employees to receive all excess contribution amounts in cash. Benefits are as follows:
 - Employees may receive up to \$150 in cash back if the Authority's contribution exceeds the cost of the employee's medical and dental insurance premiums. The previous benefit allowed for all excess contributions in cash back.
 - Employees will receive \$300 in cash back if they voluntarily elect not to participate in the Authority's medical insurance. Previous benefit allowed for the entire Authority's medical and dental insurance contribution amount in cash back.

9. 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 cost increase for this Memorandum of Understanding over the three (3) year period is \$616,377 which is equivalent to 2.99% of the total compensation associated with the Teamsters bargaining group.

Agenda Item F3

Attachment #1

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The SOUTH BAY REGIONAL
PUBLIC COMMUNICATIONS AUTHORITY
and
The CALIFORNIA TEAMSTERS PUBLIC,
PROFESSIONAL AND MEDICAL EMPLOYEES UNION
LOCAL 911
July 1, 20174 - June 30, 202017**

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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 CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL, AND MEDICAL EMPLOYEES UNION, LOCAL 911, an affiliate of the International Brotherhood of Teamsters (Union). This Agreement is binding on the Authority only upon approval of the Authority's Executive Committee, and shall apply from July 1, 2017 through and including June 30, 2017.

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.

ARTICLE 2 - RECOGNITION OF UNION

Section 2.1 - Union Recognition. Authority recognizes Union as exclusive representative for all full-time employees in the job classifications of Communications Operator, Public Safety Communications Specialist I and, and Public Safety Communications Specialist II, and Technical Services personnel excluding the Technical Services Manager. There are ~~four~~ three sub-groups of employees which are defined as: Group A employees are Communications Operators with a hire date prior to October 25, 2011; Group B employees are Technical Services personnel with a hire date prior to October 25, 2011; ~~and~~ Group C employees are Communications Operators and Technical Services personnel with a hire date after October 25, 2011; and Group D employees are Communications Operators and Technical Services personnel with a hire date after December 4 November 30, 2018.

ARTICLE 3 – MANAGEMENT’S RIGHTS

Section 3.1 – Management’s Rights. Authority retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to determine the mission of its constituent sections; set standards of service; determine procedures and standards of selection of 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; determine work schedules; and make changes to work schedules. The determination of whether or not an emergency exists is solely within the discretion of Authority and is expressly excluded from the grievance procedure.

ARTICLE 4 - NO STRIKE, NO LOCKOUT

Section 4.1 - Work Interruption. During the life of this agreement the Union will not cause, authorize, advice, or encourage an interruption of work or any other concerted action. The term "interruption of work" shall include any work stoppage or strike (including economic and unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycotting activities by Union, and refusal to work on and handle equipment or produce any materials or services because of a labor dispute.

Section 4.2 – Lockout. 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 such discipline, as Authority may assess. Such discharge or discipline shall not be reviewable through any grievance procedure.

ARTICLE 5 - PAYROLL DEDUCTIONS

Section 5.1 – Maintenance of Membership Payroll Deductions. Authority agrees to provide payroll deductions of membership dues upon receipt of the written authorization of the Union that a member has enrolled and authorized dues deductions via a Union membership application full-time employees in the unit on forms provided by Authority. ~~Each employee covered by this Agreement who chooses to join Union shall have Union membership dues deducted as described above and in accordance with applicable administrative procedures. During May of each year, an employee may voluntarily cease his/her membership in the Union.~~

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

Section 5.3 – Agency Shop Voluntary Membership. Employees of the Authority's California Teamsters Local 911 bargaining unit shall have the right to voluntarily join or refrain from joining the Union. ~~However, employees who choose not to join the Union are covered by the terms of this contract and shall be required to pay, as a condition of employment, a monthly service fee to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent for the California Teamsters Local 911 bargaining unit.~~

~~The aforementioned fee shall be deducted from employees' payroll checks each pay period. Such sum shall in no case exceed the membership dues paid by those who voluntarily choose to join the Union. Other than the payment of this service fee, those employees who do not choose to join the Union shall be under no further financial obligation or requirements of any kind to the Union.~~

~~As a condition of employment, all employees covered by this Agreement shall, on the 30th day following the beginning of such regular, non-probationary employment or the effective date of this MOU, whichever is later, pay the established monthly service fee.~~

ARTICLE 6 - SAVINGS PROVISION

Section 6.1 - Severability. 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 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 a shift or workday.

Section 7.2 - Breaks. The Authority shall schedule each employee breaks and meal periods 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.

ARTICLE 8 - HARASSMENT AND DISCRIMINATION

Section 8.1 - No Discrimination. Union and Authority agree not to discriminate against any employee or applicant because of any protected classification recognized by the law, including Union membership and activity.

Section 8.2 - No Harassment. Authority expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees could become a violation of law and will not be tolerated. 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 a victim of such harassment, whether sexual, racial, ethnic, religious, or based on any other protected classification under the law, is required to immediately report the conduct to a supervisor, the Operations ~~Manager, or the Administration~~ Administrative Services Manager, or the Executive Director. Any employee who engages in such conduct is subject to disciplinary action, including immediate discharge.

ARTICLE 9 - LEAVES AND ATTENDANCE

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 employee's ~~base regular~~ rate of pay, which is defined as the employee's base salary per the salary schedule without any special pay.

"Immediate family" is construed to mean father, mother, husband, wife, registered domestic partner, brother, sister, child, stepchild, stepfather, stepmother, father-in-law, mother-in-law, legal guardian, foster child, foster parent, grandparent, or grandchild and significant other, if the significant other was registered prior to October 25, 2011. A maximum of three (3) days shall be granted for such leave. Absence under this subsection is not chargeable to sick leave.

A one-day leave to attend services for uncle, aunt, niece, nephew, brother-in-law, and sister-in-law shall be allowed. However, proof of services shall be required.

Section 9.2 - Compensatory Time Off. 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. Group A, ~~and~~ Group C and Group D employees shall accrue no more than eighty (80) hours of such compensatory time; Group B employees shall accrue no more than one hundred and sixty (160) hours. An employee with eighty (80) hours or one hundred and sixty (160) hours of compensatory time on the books shall be paid overtime compensation for working overtime at the employee's overtime rate of pay, which includes special pays.

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

Employees who request to use compensatory time off will be granted the time off if they provide reasonable notice of seven (7) days and if granting the request is not unduly disruptive to the Authority.

Upon separation of employment, an employee shall be compensated for all accrued compensatory time on the books at the employee's regular rate of pay which is defined as the employee's base salary per the salary schedule ~~without any~~ appropriate special pay.

Section 9.3 - Holidays.

(a) Fixed Holidays.

Group A, ~~and~~ Group C and Group D employees shall observe eight (8) fixed holidays: New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; and Christmas Day.

Group B employees shall observe nine (9) fixed holidays: New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve and Christmas Day. If the holiday falls on a Saturday, the Friday preceding the holiday shall be observed as the holiday. If the holiday falls on a Sunday, the Monday following shall be observed as the holiday.

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

(b) Floating Holidays.

All full-time Group A, ~~and~~ Group C and Group D employees receive six (6) floating holidays each calendar year. All floating holidays shall be awarded on January 1st of each year, except for the first year of employment when floating holidays are prorated.

<u>Hire Date</u>	<u>Number of Days Awarded</u>	<u>When Awarded</u>
January 1 - February 28 or (29)	6	3 on hire date, 3 on July 1
March 1 - April 30	5	2 on hire date, 3 on July 1
May 1 - June 30	4	1 on hire date, 3 on July 1
July 1 - August 31	3	On hire date
September 1 - October 31	2	On hire date
November 1 - December 31	1	On hire date

All Group A, Group and C and Group D employees who have used more floating holiday time than that which would have been accrued on a pro-rata biweekly basis (2.538 hours biweekly) shall not be paid for any holiday time which exceeds what he/she would have accrued on a pro-rata biweekly basis as of the date of termination. An employee who has used more holiday time than that which would be accrued on a pro-rata biweekly 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-rata biweekly basis as of the date of termination.

All full-time Group B employees receive seven (7) floating holidays each calendar year.

Floating holidays do not carry over from year to year, but must be used during the year in which they were earned.

Upon employment termination, unused floating holidays earned will be compensated at the employee's base regular rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

Section 9.4 - Injury Leave. Each employee, regardless of category of employment, is authorized injury leave when the employee suffers an illness or injury while on duty or arising in and out of the course of employment. In such cases, the employee is eligible to receive compensation as provided for in the Workers' Compensation Act of the State of California. Employees on injury leave continue to accrue leave time and receive education pay and insurance benefits.

Section 9.5 - Jury Duty Leave. A full-time employee of Authority who is duly summoned for jury duty during the time regularly required for the employee's office or employment shall be entitled, while so actually serving, to the employee's regular compensation up to a maximum of fifteen (15) calendar days, provided the employee deposits with Authority's Finance Manager all fees for services rendered. No overtime payment to the affected juror shall result from jury duty. Court-paid mileage fees may be retained by the employee. If, while serving on jury duty, an employee is temporarily released from actual service, the employee shall return to the Authority for the remainder of their scheduled shift. The employee may call or text in to the Communications Supervisor to request an exception. If the employee is not able to speak with the Communications Supervisor or his/her designee to obtain approval for the exception, the employee shall return to Authority to resume work. The 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. Employees scheduled to work the graveyard shift will have the option to utilize jury duty leave to be off eight (8) hours prior to the jury duty initial reporting date and eight (8) hours after the report

~~date and scheduled shift. If an employee is selected to serve on a jury, the employee's schedule will be temporarily adjusted to day shift for the period of the jury service. for one-half day or more (i.e., after release the employee can return to the Authority and work at least one-half of his/her scheduled hours for their shift for the day) said employee shall report to Authority for work during such period of temporary release.~~

Section 9.6 – Leave of Absence (Unpaid). An unpaid leave of absence not to exceed ninety (90) calendar days may be granted to an employee for good cause provided 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 and willing to do the additional work are available.

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

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

Granting a leave of absence shall take into account all other employees' approved leave time. In no case shall more than one (1) full-time employee be absent on approved leave or leave of absence at the same time. Only one (1) leave of absence may be granted to an employee in a calendar year. Except in case of emergency, a written and fully documented request for leave of absence should be received by the Executive Director at least thirty (30) calendar days prior to the effective date of the leave. In all cases, use of appropriate leave entitlements should be considered before requesting a leave of absence. Once an employee is on leave of absence, accrued leave entitlements may not be used. Leaves of absence are not to be used to circumvent the vacation and holiday scheduling process. When an employee is unable to request a leave of absence due to injury, illness, travel, or similar reasons, he/she may be administratively placed on leave of absence.

Sick leave, holidays, and vacation leave do not accrue during an unpaid leave of absence. Time in service, performance evaluation scheduling, and eligibility for merit increases will be extended by the length of any unpaid leave of absence granted pursuant to this Section. The seniority for an employee on an approved leave of absence will not be affected as long as the leave of absence is certified as an FMLA event by a physician's statement, which includes that the employee is suffering from a serious medical condition and the possible duration of the medical condition. If a wage increase is granted to other employees during the leave of absence, the increase 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 shall notify the Executive Director five (5) working days before their actual return date. The employee shall return to his/her original job status.

Employees may request extensions of their approved leave of absence, as long as they do not exceed the maximum time allowed for their years of service. Such requests 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 cancellation of an approved leave of absence at any time before or during the leave. A written request explaining the reason for cancellation shall be submitted.

The following constitute violations of the spirit and intent of granting a leave of absence, and shall result in automatic resignation by or termination of the employee:

- (a) Employees who engage in or apply for other employment while on leave of absence shall be considered as having resigned without notice.
- (b) Employees who fail to return from leave of absence on the prescribed day and have not obtained an extension shall be considered as having resigned without notice.
- (c) Employees who obtain an approved leave of absence through fraud or misrepresentation shall be subject to discharge.

Section 9.7 – Leave Without Pay. An employee must receive prior written approval to be on approved leave without pay status. A “last minute” request for leave without pay without prior written approval shall be considered an unauthorized absence from duty.

Section 9.8 - Military Leave. Military leave shall be granted to full-time employees in accordance with the provisions of the State of California and federal Law. All full-time employees entitled to military leave shall give the Executive Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Thus, as soon as orders for such leave are provided to the employee, employee shall provide either a copy of the order or a relevant portion of the order setting forth the order for the employee to be on military leave, including the relevant dates of such leave.

Section 9.9 – Pregnancy Leave. Pregnancy leave will be provided as required by law when an employee is disabled by pregnancy.

Section 9.10 - Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three (3) months of continuous service. Accrual of this leave begins with the first day of the first pay period after the date of hire. Group A, B, and C employees accrue and at the rate of ten (10) hours per month; ~~s.~~ Subject to the provisions below, Group A, B, and C employees who accrue sick leave each pay period shall accrue five (5) hours of sick leave per pay period (except on the third payroll.) Group D employees accrue at the rate of seven (7) hours per month; subject to the provisions below, Group D employees who accrue sick leave each pay period shall accrue 3.5 hours of sick leave per pay period (except on the third payroll).

An eligible employee may accrue a maximum of five hundred (500) hours of sick leave. - -No employee shall accrue sick leave unless at least six (6) days are in paid status during the pay period. Paid status is defined as regular work days, trades, vacation, holidays, floating holidays, sick leave, bereavement, jury duty and compensatory time off.

- (a) **General Sick Leave Policy.** Sick leave is not a discretionary privilege and is allowed only in case of actual and family sickness; and, for routine doctor, visual care, and dental appointments with advance supervisor's approval. (For purposes of this section, “family” is defined as husband, wife, registered domestic partner, children, stepchildren, parents and stepparents 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.

-When an employee has used all accumulated sick leave and remains off work, the employee will be LWOP (leave without pay). 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) Depending on the work schedule, the employee must give the proper amount of notice to his/her supervisor. Such notice shall include the location and telephone number where employee can be reached.

(2) When the employee is absent for three (3) or more consecutive working days, a doctor's certification of illness shall be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for a number of days of sick leave used to establish proof of illness or when a pattern of sick leave abuse and/or excessive sick leave has been identified. Submittal shall be made upon return to work.

~~(2) When the employee is absent for three (3) or more consecutive working days, a doctor's certification of illness shall be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for a number of days of sick leave used to establish proof of illness or when a pattern of sick leave abuse and/or excessive sick leave has been identified. Submittal shall be made upon return to work.~~

- (3) Employees on absence or returning from an absence due to illness or disability may be required to be examined by Authority's physician at Authority's expense.
- (4) The Authority reserves the right to periodically check the validity of employee's illness or of a family member's illness through telephone or personal contact when the Authority has reasonable suspicion that the employee is feigning illness of him or herself, or, a family member.

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

- (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 not 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. Failure to report for duty assignments in a timely manner as defined in the Administrative Procedures Manual Section 25, may subject the employee to progressive discipline and/or loss of pay.

Section 9.11 - Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of twelve (12) months of continuous service. Accrual of this leave begins with the first day of the first pay period after twelve (12) months of continuous service is completed. A one-time award of forty-eight (48) hours vacation leave shall be made upon satisfactory 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 for Group A, B, and C employees

<u>Completed Years of Service</u>	<u>Maximum Accrual Rate (Hours) Per Month</u>	<u>Maximum Accrual Rate (Hours) 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

Vacation leave shall be earned in accordance with the following schedule for Group D employees:

<u>Completed Years of Service</u>	<u>Maximum Accrual Rate (Hours) Per Month</u>	<u>Maximum Accrual Rate (Hours) Per Year</u>	<u>Maximum Accumulation</u>
<u>Less than 5</u>	<u>6</u>	<u>72</u>	<u>144</u>
<u>5 through 9</u>	<u>8</u>	<u>96</u>	<u>144</u>
<u>10 or more</u>	<u>10</u>	<u>120</u>	<u>240</u>

The vacation year shall be the calendar year. All accumulation maximums shown 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 eighty_(80) hours in addition to the accrual maximum may be carried over for use not later than February 1 of the following calendar year.

No employee shall accrue vacation leave (which is accrued each pay period, except on the third payroll) unless he/she is in paid status for at least six (6) days during the pay period.

Section 9.12 - Union Steward Relief/Compensation. When requested by the Authority, relief for a Union steward performing Union business, specifically negotiations and meet and confer issues, 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 9.13 - 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 shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

- (a) **Work Week.** An employee’s workweek is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods. It need not coincide with the calendar week but may begin on any day and at any hour of the day. Workweek(s) shall be designated by the Authority.

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 3/12 work schedule (three, 12-hour work days per work week with one eight hour workday every other workweek which will always be on the day of the week following the third 12-hour shift of that week) their workweek shall begin exactly four hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

For all employees working a 9/80 work schedule their workweek shall begin exactly four hours into their eight- hour shift on the day of the week which constitutes their alternating regular day off.

- (b) Definition 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) Work Schedules. Work schedules shall be determined by the Authority, taking into consideration staff efficiency, customer service, cost productivity, and service to the community. Taking the above considerations into account, the Authority retains the right to modify work schedules. In the event the Authority proposes to modify the current work schedule, or any subsequent work schedule, the Authority agrees to notify, in writing, the Union and its employee representatives at least sixty (60) days prior to the proposed change. The Authority shall meet and confer over impact and implementation prior to implementation. The sixty (60) -day notice requirement may be waived by mutual agreement between Union and Authority, or in the case of an emergency affecting Authority's operations.

ARTICLE 10 – SHIFT PREFERENCE

Section 10.1 – Shift Preference. Employees shall bid shifts based on seniority during each calendar year. To assure efficient operation and prevent one shift from becoming top heavy with low-seniority employees, the Executive Director shall have discretion to assign shifts or deny shift choice; provided, the Executive Director's decision shall not be arbitrary and capricious. Employees shall be allowed to trade shifts with the approval of the Executive Director, who reserves the right to require shift rotation if the Director believes that doing so would be in the best interest of operations.

ARTICLE 11 – JOB SHARING

Section 11.1 – Job Sharing. Two or more employees may, with the expressed written approval of the Executive Director, participate in a flexible job- sharing program. The specifics of such a program shall be determined by the employees and the Authority on a case-by-case basis. Prior to implementation of any such program(s), a written agreement setting forth the specifics of the program shall be signed by the affected employees and the Authority. This article shall not be subject to the grievance procedure.

Section 11.2 – Seniority. In establishing seniority for bidding purposes of job- sharing partners, the seniority of the senior partner shall be utilized. New hire partners shall be assigned a seniority date based on date of hire in the same manner as a full-time employee. In the event the senior partner terminates employment, the junior

partner reverts to his/her seniority date based on date of hire; he/she does not retain the senior partner's seniority date.

Job sharing partners shall be subject to mandatory overtime in the same manner as other full-time employees.

ARTICLE 12 – SPECIAL PAY

Section 12.1 - Acting Pay. Employees assigned to a higher position in an acting status during the absence of an incumbent, or to fill a vacancy until the vacancy can be filled by appointment, shall receive an additional seven and one half percent (7.5%) per hour above their current base salary. Compensation shall be paid upon satisfactory completion of eighty (80) hours training, which need not be consecutive. Eligibility for compensation shall begin only when the Operations Manager certifies the ability of the employee to fill the higher position.

Section 12.2 - Bilingual Pay. An employee who is responsible for bilingual interpretation, and whose use of this language is of significant benefit to the operations of the Authority, as determined by the Executive Director, shall receive bilingual pay according to the following rules:

- (a) To be eligible for bilingual pay, a permanent employee must have passed a language proficiency test that is job-related to the duties and responsibilities of a Communications Operator. The test need not be written, but may include verbal skills in communications with non-English speaking persons.
- (b) The Authority shall pay each designated employee a bilingual pay of one hundred dollars (\$100) per month payable monthly at the first paycheck of the month.
- (c) A test shall be conducted in February each year, at the discretion of the Executive Director, and all successful applicants shall begin receiving bilingual pay as of July 1 following the examination.

Section 12.3 - Court Pay. Payment shall be made to any Authority employee, whether full or part-time 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 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 deposit with the Authority's Finance Manager any witness fees they receive as a result of the subpoena.

Section 12.4 - Educational Books and Tuition Reimbursement. Any permanent employee who attends Authority pre-approved, job-related educational institutions and courses, shall be eligible for reimbursement for books and tuition upon successful completion with a grade at or above level "C." Course transcripts, including name, grade, and dates of course, and receipts must be submitted no later than 30 days after course completion and shall be reimbursed up to ~~-\$3,000 effective July 1, 2014; \$3,500 effective July 1, 2015; \$4,000 effective July 1, 2016;~~ each fiscal year. Effective December 1, 2018, this reimbursement shall be capped at \$12,000 for total lifetime reimbursement. Reimbursement shall be awarded in the fiscal year in which the course was completed. The definition of "job-related" shall be determined by the Executive Director, whose decision shall be final. This reimbursement is payable through the Accounts Payable process and is not reportable income to PERS.

Section 12.5 - Educational Incentive. Employees receiving an educational incentive as of December 1, 2018, will be capped at the dollar amount equivalent to their current educational incentive rate, or \$350, whichever is

~~higher. After December 1, 2018, a~~ Any permanent employee who obtains an Associate Arts, Bachelor's, and/or Master's Degree from an accredited college shall be provided with an ~~five percent (5%)~~ educational bonus at the rate of \$350 per month. Upon successful completion of probation and/or upon obtaining a degree, an employee must submit a request to receive an educational incentive along with a copy of his/her degree. The educational incentive will be effective the pay period following the date of the request. ~~Such bonus shall be computed according to the employee's regular rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.~~

Section 12.6 - Annual Payment for Unused Holiday, and Floating Holiday Leave (Optional). Annually, each ~~eCommunications eOperator~~ employee may convert, for cash, any amount of hours of holiday leave. No one shall be required to do this, but may if desired. Floating holiday ~~l~~Leave balances shall be determined and may be cashed out as of the end of the pay period nearest to, but not past, October 31 each year. Unused holiday leave balances shall be determined and may be cashed out as of the end of the pay period nearest to, but not past, May 31 each year. The holiday hours will be at 100% of the ~~eCommunications eOperator~~ employee's base ~~regular~~ rate of pay which is defined as the ~~eCommunications eOperator~~ employee's base salary per the salary schedule without any special pay.

Section 12.7 – Overtime. 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. Employees who are mandated on an Authority recognized holiday shall be compensated at one and one half times their regular rates of pay with special pays and must receive monetary compensation, not compensatory time.

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 ~~e~~ 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.

Effective January 1, 2012 all communications operators shall have the option of refusing mandatory overtime twice in each calendar year; but, not within 30 days of one another. If an operator chooses to exercise this option, he/she shall receive no disciplinary action.

Section 12.8 - Annual Payment for Unused Sick Leave (Optional). Annually, each permanent employee may convert, for cash, a limited number of hours of sick leave. No one shall be required to do this, but may if desired. Leave balances shall be determined as of the end of the pay period nearest to, but not past, October 31 each year. The number of hours converted shall be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base ~~regular~~ rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

An employee desiring to cash out ~~sell back~~ unused sick leave shall be allowed to sell back ~~cash out~~ hours above a forty (40)-hour bank and provided they have only utilized 84 hours or less of sick leave as of the end of the pay period nearest to, but not past October 31 each year. Upon retirement, an additional forty (40) hours above the

forty (40) hour bank may be sold back at 85% of ~~regular base~~ rate of pay (i.e., no cash out for 0-40 hours, and no cash out for 81+more than 80 hours).

	<u>Completed Years of Service</u>	<u>Maximum Hours That May Be Converted Annually</u>	<u>Conversion Rate</u>
Group A, and Group C <u>and Group D</u> employees:			
pay	Less than 1	60	85% of base regular rate of pay
pay	1 to less than 2	90	85% of base regular rate of pay
pay	2 or more	120	85% of base regular rate of pay
Group B employees:			
	Less than 2	100	85% of regular rate of pay
pay	2 or more	120	85% of base regular rate of pay

Section 12.9 - Termination Pay. Upon termination, the employee shall be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 9.11 for completed service), accrued compensatory time, and holiday compensatory time earned but not taken, if in accordance with the limitations established above. Accrued sick leave is not compensable upon termination. However, if employee retires from the Authority, any accrued sick leave balance shall count toward employee's service credit in calculating retirement benefits from PERS.

Section 12.10 - Training Pay. The Authority agrees to provide a seven and one-half percent (7.5%) training pay to Communications Operators, selected by the Executive Director or his designee, who voluntarily agree to provide Authority-scheduled training to new and/or current employees. This training pay accrues only while a Communications Operator is actively training new and/or current employees of the Authority. A Communications Operator who voluntarily provides Authority- scheduled training shall be compensated hour for hour and the training pay shall be computed according to the employee's ~~base regular~~ rate of pay which is defined as the employee's base salary per the salary schedule without any special pay. The Executive Director shall have the final decision regarding any and all training programs or procedures the Authority provides.

Section 12.11 - (Travel) Mileage Reimbursement . Subject to the audit and approval of the Executive Director or his designee, employees of the Authority shall (except where a specific allowance for automobile use is made) be entitled to receive expense reimbursements for furnishing to said Authority their own personal automobiles in the performance of the duties necessarily incident to their respective offices or employment, at the Internal Revenue Service's (IRS') prevailing rate. All mileage expense reimbursement requests under this section must be rendered within thirty (30) days after the last date upon which the use was made, and must indicate the specific purpose for which the automobile was used.

Section 12.12 - Annual Payment for Unused Vacation Leave (Optional). Annually, each employee may convert, for cash, a limited number of hours of vacation leave. No one shall be required to do this, but may, if

desired. Leave balances shall be determined at the end of the pay period nearest to, but not past, October 31 each year. The dollar value of the hours converted will be determined by the completed years of service as shown below. Payment shall be calculated as a percentage of the employee's ~~base~~regular rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted Annually</u>	<u>Conversion Rate</u>
Group A, and Group C <u>and Group D</u> employees:		
1 to less than 2	48	85% of base regular rate of pay
2 or more	72	85% of base regular rate of pay

Group B employees:

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted Annually</u>	<u>Conversion Rate</u>
Less than 2	60	85% of base regular rate of pay
<u>2 or more</u>	90	85% of base regular rate of pay

Section 12.13 -- Callback Pay (Technical Service Personnel Only) When an employee is required to return to work after completion of the employee's regular work day, that employee shall receive a minimum of two (2) hours' pay at one and one-half (1 ½) times the employee's regular rate of pay on the first callback in a twenty-four (24)-hour period. All callbacks after the first will be paid at one and one-half (1 ½) times the employee's ~~regular~~base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay for actual hours worked. Hours worked shall start upon arrival at the job site.

Section 12.14 -- Consultation Time. (Technical Service Personnel Only) When an employee is away from work and not performing services for the Authority, if he or she is consulted by telephone and employee is required to spend more than fifteen minutes on the telephone in order to attempt to solve a technical problem, employee shall be compensated at the employee's ~~regular~~base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay in fifteen (15) minute intervals.

Section 12.15 -- Merit Pay. Each permanent full-time Technical Services employee with a hire date prior to July 1, 2006 shall receive an annual merit payment according to the following schedule.

<u>Anniversary</u>	<u>Amount Payable</u>
7	\$250
8	300
9	350
10	400
11	450

12 500
13 550

___and so on

ARTICLE 13 - FRINGE BENEFITS

Section 13.0 – 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 13.1 - 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 13.2 - Contribution Amount. ~~Effective December 1, 2018, t~~The Authority shall, under a Cafeteria, Flexible or Optional Benefit Plan, contribute up to \$1,060 ~~-\$910.00 for Group A & Group C employees, and \$960.00 for Group B employees,~~ per month, towards employees' medical and dental insurance premiums. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory (i.e., the statutory minimum) employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA).

Section 13.3 - IRS Section 125 Cafeteria Plan. The Authority shall contribute the above amount towards employees' and their dependents' medical and dental insurance premiums. ~~Employees shall keep the remaining amount.~~ Should the Authority's contribution exceed the cost of the medical and dental insurance premiums, employees may receive up to \$150 in cash back as taxable income. Should the an employee voluntarily elect not to participate pursuant to Section 13.4, below, the employee shall receive \$300 in cash back as taxable income.

Section 13.4 - 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 qualified group medical insurance plan.

Section 13.5 - 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. If employee is out longer than 30 days in unpaid status, he/she will be provided with a COBRA notice and permitted to continue receiving Authority provided medical/dental insurance coverage at the employee's own expense as provided per COBRA. Failure to pay the COBRA premium will result in the loss of insurance coverage until such time the employee returns on paid status.

Section 13.6 - Medical-Dental Insurance Coverage - When Employee is on Family Medical Leave/California Family Relief Act (FMLA/CFRA). When the employee's FMLA leave has been approved by Authority, Authority shall provide up to twelve (12) work weeks of paid coverage for medical and dental insurance in accordance with the FMLA guidelines.

Section 13.7 - 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 to be used towards employee-only medical insurance premiums, from date of retirement until age 65:

a) ~~Minimum ten (10) years of service with Authority~~ \$125.00 per month

~~b)a~~ ~~Effective July 1, 2016~~ \$200.00 per month

~~e)~~ Minimum fifteen (15) years of service with Authority ~~Effective July 1, 2016~~ \$175.00 per month

~~d)b~~ ~~Effective July 1, 2016~~ \$300.00 per month

~~e)~~ Minimum twenty (20) years of service with Authority ~~Effective July 1, 2016~~ \$375.00 per month

~~f)c~~ ~~Effective July 1, 2016~~ \$500.00 per month

~~g)d~~ Employees who have retired from the Authority prior to July 1, 2008, shall continue to receive the following retiree medical benefits: Group A employees shall receive five hundred eighty-two and 33/100 dollars (\$582.33) and Group B employees shall received nine hundred and sixty dollars (\$960) per month, as long as the Authority remains in PEMCHA. If the Authority elects not to remain in PEMHCA, employees who have retired from the Authority prior to July 1, 2008, shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service.

~~e)~~ Effective July 1, 2015, Group A Communications Operators who retire prior to July 1, 20~~2118~~ shall receive \$750.00 per month toward medical insurance as long as the Authority remains in PEMCHA. Group B Technical Services Personnel covered in this MOU who retire prior to July 1, 20~~2118~~ shall receive \$960.00 per month toward medical insurance as long as the Authority remains in PEMCHA. If the Authority elects not to remain in PEMHCA, employees who retire from the Authority before June 1, 20~~2118~~, shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service.

~~h)f~~ Group C and Group D employees shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service. All Group C ~~employees~~ hired after July 1, 2014 and Group D employees hired after November 30, 2018, must have a minimum of fifteen (15) years of service with the Authority in order to receive retiree medical benefits specified in Section 13.7(b) or (c).

It is the parties understanding that the amounts specified in paragraphs a) through e) above are for single rate/employee-only medical premiums. Any excess amount shall not be used for family premiums and shall not be provided as cash back to the retiree.

The Authority currently contracts with the California Public Employees Retirement System (CalPERS) for employee group insurance health benefits. If the Authority should terminate its contract with CalPERS, all employees hired prior to April 1, 1986 who are ineligible to participate in Medicare and retire from a classification covered by this memorandum of understanding, are receiving retirement benefits from CalPERS and have a minimum of twenty (20) years of full-time employment, shall be entitled to enroll in an Authority-selected health benefit plan. The benefits provided in the health plan selected by the Authority shall equal or exceed the benefits the employee would have received had he/she been eligible to participate in Medicare. The Authority agrees to pay the cost of coverage for the plan in which the employee is enrolled. If the employee resides outside the State of California at the time of eligibility, the Authority agrees to pay the employee the cash equivalent of the cost of coverage for the plan in which the employee would have been enrolled had he/she lived in California. This benefit commences upon the employee reaching the age of 65, at which time he/she would have otherwise been eligible to participate in Medicare. The benefit shall cease if and when the employee becomes eligible to participate in Medicare or equivalent Government health benefit program.

Section 13.8 – Retirement/Pension. 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.

Effective July 1, 2013, employees hired 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 January 1, 2014 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 C 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.

For all "new members" beginning January 1, 2013 the retirement benefit formula is 2% at 62. A "new member" is defined as follows: A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who has no prior membership in any California public retirement system; A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system; and A-a member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

Section 13.9 - Life Insurance Plan. All full-time ~~Group A, B and C~~ employees shall receive a -\$100,000 life insurance policy. Authority shall pay one hundred percent (100%) of the premium charged. Retired employees shall be allowed to continue this benefit at the employee's expense at the Authority's rate.

Section 13.10 - Vision Plan. Full-time employees and their dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between the Authority and the insuring agency. Authority shall pay one hundred percent (100%) of the premium charged.

Section 13.11 - Uniforms. Probationary Communications Operators shall be provided two (2) sets of uniforms by the Authority. The cost of the uniforms shall be borne by the Authority prior to beginning work at the Authority. Upon satisfactory completion of the fifteen (15) months' probationary period, the employee shall be issued two (2) additional uniform shirts and two (2) additional uniform pants. The nature and type of said uniforms shall be determined by the Authority's management and the Uniform Committee. Each set of uniforms shall consist of a shirt, a belt, a pair of pants, and a pair of shoes. Every two (2) years on the employee's anniversary date of passing probation, the Authority shall provide the employee two (2) additional uniform shirts and pants. The uniform provided to the employees shall be worn at all times during the course and scope of their employment.

Probationary Technical Services personnel shall be provided five (5) sets of uniforms by the Authority. The cost of the uniforms shall be borne by the Authority prior to beginning work at the Authority. The nature and type of said uniforms shall be determined by the Authority's management and the Uniform Committee. Each set of uniforms shall consist of a shirt and a pair of pants. Each year on the employee's anniversary date of hire, the Authority shall provide the employee two (2) additional uniform shirts and pants.

ARTICLE 14 - DEMOTION

Section 14.1 - Pay. When a promoted employee is subsequently demoted (voluntarily or not), from a position in one pay grade to a position in a lower pay grade, the rate of pay after demotion shall be the same as the rate of pay the employee received immediately before promotion, plus any cost-of-living increase awarded all employees during the interim.

Section 14.2 - Seniority. When a probationary promoted employee is subsequently demoted (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 15 - REINSTATEMENT

Section 15.1 - Reinstatement. With the approval of the Executive Director, a permanent employee who has resigned with a good record may be reinstated if away for no longer than one (1) year. Such reinstatement may be to the employee's former position, or to a vacant position in the same or comparable class. Upon reinstatement, the employee shall:

- (a) Be assigned the same employee identification number originally held;
- (b) Be required to satisfactorily pass medical and psychological examinations paid for by Authority;
- (c) Be required to satisfactorily complete a six (6) -month probationary period; and
- (d) Be assigned a seniority date equal to the most recent hire date.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1 - 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 16.2 - Definition. A grievance is any dispute concerning the interpretation or application of this written Memorandum of Understanding, or of Authority Rules & Regulations governing personnel practices or working conditions. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding is not a grievance.

Section 16.3 - The Right to Grieve.

Any employee other than a probationary employee (see Section 16.4) shall have the right to grieve a decision made by the Authority affecting his/her employment, and relating to those matters defined in Section 16.2. Employees shall have the right to grieve written reprimands up through Step 3 of the grievance procedure outlined below. Employees shall have the right to grieve job evaluations up through 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 17.

Section 16.4 - Probationary Employee. The appointing authority (Executive Director) may dismiss a probationary employee at any time, with or without cause, during the probationary period. Such a dismissal shall not be subject to grievance, review, or appeal.

Section 16.5 - Informal Grievance Procedure. An employee who wishes to grieve an incident should first discuss the matter with his/her immediate supervisor within five (5) calendar 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) calendar days after receiving the informal decision of the immediate supervisor.

Section 16.6 - 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) calendar days after receiving it. The supervisor's decision shall include the reasons for the decision. If the employee does not agree with the supervisor's decision, or if no answer has been received in five (5) calendar days, the employee may, within five (5) calendar 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 Administration Manager. This appeal must be made within five (5) calendar days after receipt of the previous written decision, or if no written decision was rendered.

(b) Administration [Services](#) Manager's Review (Step 2)

The Administration [Services](#) Manager shall promptly discuss the grievance with the employee, the employee's representative, if any, and any other persons having relevant information. The Administration [Services](#) Manager shall render his/her decision, including the reasons for his/her decision, within ten (10) calendar days after receiving it.

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) calendar days after receipt of the previous written decision, or if no written decision was rendered.

(c) Executive Director Review (Step 3)

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) calendar days after receiving it.

(d) Board of Review Step (Step 4)

To be eligible for handling at this step, the grievance must be submitted to the Executive Committee (Board of Review) within twenty (20) calendar days of the receipt of the final Step 3 position.

- (1) Formal grievances and appeals shall go directly to the Executive Committee after the Executive Director level.
- (2) The Executive Committee shall act as hearing officers and its decision shall be final.
- (3) The Executive Director of the Authority will not sit on the review panel as a hearing officer.
- (4) At this step, the hearing shall be convened within fifteen (15) calendar days by the Executive Committee.
- (5) A final decision shall be submitted to the Union within twenty (20) calendar days of the final Step 4 hearing.
- (6) The parties may agree to waive the time limits at any step.

ARTICLE 17 - DISCIPLINE PROCEDURE

Resolution 283 shall be modified as set forth below:

- (a) Appeals chart shall provide for appeal to the Executive Committee for all suspensions of Communications Operators.
- (b) 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 of Article 16 of the Teamsters MOU. "

ARTICLE 18 - IMPASSE PROCEDURE

Resolution 283 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; and
- (e) The Executive Committee will then make a final determination on the issues.

ARTICLE 19 - SALARY

Section 19.1 – Signing Bonus

- 1) Effective the first full pay period after approval and adoption of the MOU, employees shall receive a \$1500 one-time payment. To be eligible, employees must be employed by the Authority on the day the MOU is approved.
- 2) Effective the first full pay period in July 2019, employees shall receive a \$1500 one-time payment. To be eligible, employees must be employed by the Authority on the day the MOU is approved and as of July 1, 2019.

Section 19.24 - Wages.

- 1) ~~Commencing from July 1, 2014 and until June 30, 2015~~Effective December 1, 2018, there shall be a 5% wage increase.
- 2) ~~Commencing from~~Effective the first full pay period in July 1, 2015~~9~~, and until June 30, 2016 there shall be a 23.5% wage increase.
- 1) ~~Commencing from July 1, 2016 and until June 30, 2017 there shall be a minimum 3.5% wage increase.~~

SALARY RANGE - COMMUNICATIONS OPERATOR

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
2014-15	\$4,930.57	\$5,167.82	\$5,416.93	\$5,678.56	\$5,953.22	\$6,241.64	\$6,544.41
2015-16	\$5,103.14	\$5,348.69	\$5,606.52	\$5,877.31	\$6,161.58	\$6,460.10	\$6,773.46
2016-17	\$5,281.75	\$5,535.89	\$5,802.75	\$6,083.02	\$6,377.24	\$6,686.20	<u>\$7,010.53</u> <u>\$7,010.53</u>

"Y" Rated Employees

<u>Employee #</u>	<u>Monthly 2014-15</u>	<u>Monthly 2015-16</u>	<u>Monthly 2016-17</u>
726	\$7,111.71	\$7,111.71	\$7,111.71

<u>Salary Effective Date</u>	<u>Position Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>
<u>12/1/2018</u>	<u>Communications Operator</u>	<u>\$5,545.84</u>	<u>\$5,812.68</u>	<u>\$6,092.89</u>	<u>\$6,387.17</u>	<u>\$6,696.10</u>	<u>\$7,020.51</u>	<u>\$7,361.06</u>
<u>7/6/2019</u>	<u>Communications Operator</u>	<u>\$5,684.48</u>	<u>\$5,958.00</u>	<u>\$6,245.21</u>	<u>\$6,546.85</u>	<u>\$6,863.50</u>	<u>\$7,196.02</u>	<u>\$7,545.08</u>

Compensation at Step "F" shall only be awarded to an employee who has demonstrated an average or above average level of competency for the classification after having been compensated for a minimum of at least two (2) years in Step "E." Compensation at Step "G" shall only be awarded to an employee who has demonstrated an average or above average level of competency for the classification after having been compensated for a minimum of at least two (2) years in Step "F." The award of compensation at Step "G" shall only be made upon and after a recommendation by the Operations Manager and subsequent approval of said recommendation by the Executive Director.

All persons hired in the Communications Operator classification shall be trained and shall be expected to reach a full level of proficiency in each operating position within the Authority; those operating positions being Police Dispatcher, Fire Dispatcher, and Call Taker.

SALARY RANGE – TECHNICAL SERVICES EMPLOYEES

Jr. Communications Technician

	<u>2014-15 Monthly</u>	<u>2015-16 Monthly</u>	<u>2016-17 Monthly</u>
Step A	\$ 5,531.54	\$ 5,725.14	\$5,925.52
Step B	\$ 5,808.11	\$ 6,011.39	\$6,221.79
Step C	\$ 6,098.52	\$ 6,311.97	\$6,532.89
Step D	\$ 6,403.44	\$ 6,627.56	\$6,859.52
Step E	\$ 6,723.61	\$ 6,958.94	\$7,202.50

Communications Technician

	<u>2014-15 Monthly</u>	<u>2015-16 Monthly</u>	<u>2016-17 Monthly</u>
Step A	\$ 6,507.43	\$ 6,735.19	\$6,970.92
Step B	\$ 6,832.79	\$ 7,071.94	\$7,319.46
Step C	\$ 7,174.43	\$ 7,425.54	\$7,685.43
Step D	\$ 7,533.13	\$ 7,796.79	\$8,069.68
Step E	\$ 7,909.79	\$ 8,186.63	\$8,473.16

Lead Communications Technician

	<u>2014-15 Monthly</u>	<u>2015-16 Monthly</u>	<u>2016-17 Monthly</u>
Step A	\$ 7,406.89	\$ 7,666.13	\$7,934.44
Step B	\$ 7,760.40	\$ 8,032.01	\$8,313.13
Step C	\$ 8,129.99	\$ 8,414.54	\$8,709.05

Step D ~~\$ 8,518.83~~ ~~\$ 8,816.99~~ \$9,125.58

Step E ~~\$ 8,926.98~~ ~~\$ 9,239.42~~ \$9,562.80

<u>Salary Effective Date</u>	<u>Position Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>
<u>12/1/2018</u>	<u>Public Safety Communications Specialist I</u>	<u>\$6,221.80</u>	<u>\$6,532.88</u>	<u>\$6,859.53</u>	<u>\$7,202.50</u>	<u>\$7,562.63</u>	<u>N/A</u>	<u>N/A</u>
<u>7/6/2019</u>	<u>Public Safety Communications Specialist I</u>	<u>\$6,377.34</u>	<u>\$6,696.20</u>	<u>\$7,031.02</u>	<u>\$7,382.56</u>	<u>\$7,751.69</u>	<u>N/A</u>	<u>N/A</u>

<u>Salary Effective Date</u>	<u>Position Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>
<u>12/1/2018</u>	<u>Public Safety Communications Specialist II</u>	<u>\$6,532.89</u>	<u>\$6,859.52</u>	<u>\$7,202.51</u>	<u>\$7,562.62</u>	<u>\$7,940.76</u>	<u>N/A</u>	<u>N/A</u>
<u>7/6/2019</u>	<u>Public Safety Communications Specialist II</u>	<u>\$6,696.21</u>	<u>\$7,031.01</u>	<u>\$7,382.57</u>	<u>\$7,751.69</u>	<u>\$8,139.28</u>	<u>N/A</u>	<u>N/A</u>

ARTICLE 20 – CONSOLIDATION

Section 20.1 - Consolidation. The Authority and Union agree that if the Authority consolidates any other agency into the Authority, no consolidated employee will affect the seniority of all current Authority personnel. All consolidated employees will be assigned a higher seniority number. Any and all other issues relating to the consolidation will be discussed with the Union; however, the final decision regarding any and all other issues except relating to seniority, shall be made by the Executive Director.

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this memorandum of understanding to be executed on the date shown beneath each signature.

On behalf of the South Bay Regional
Public Communications Authority

On behalf of the California Teamsters Public,
Professional and Medical Employees Union Local 911

RALPH MAILLOUX
Executive Director

CARLOS RUBIO
Business Agent

JANNETTE VERAMENDI
Union Steward

WANDA CORADO
Union Steward

DAVID LOPEZ
Union Steward

Union Steward

Union Steward

Union Steward

Agenda Item F3

Attachment #2

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The SOUTH BAY REGIONAL
PUBLIC COMMUNICATIONS AUTHORITY
and
The CALIFORNIA TEAMSTERS PUBLIC,
PROFESSIONAL AND MEDICAL EMPLOYEES UNION
LOCAL 911
July 1, 2017 - 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 CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL, AND MEDICAL EMPLOYEES UNION, LOCAL 911, an affiliate of the International Brotherhood of Teamsters (Union). This Agreement is binding on the Authority only upon approval of the Authority's Executive Committee, and shall apply from July 1, 2017 through and including 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.

ARTICLE 2 - RECOGNITION OF UNION

Section 2.1 - Union Recognition. Authority recognizes Union as exclusive representative for all full-time employees in the job classifications of Communications Operator, Public Safety Communications Specialist I and Public Safety Communications Specialist II. There are four sub-groups of employees which are defined as: Group A employees are Communications Operators with a hire date prior to October 25, 2011; Group B employees are Technical Services personnel with a hire date prior to October 25, 2011; Group C employees are Communications Operators and Technical Services personnel with a hire date after October 25, 2011; and Group D employees are Communications Operators and Technical Services personnel with a hire date after November 30, 2018.

ARTICLE 3 – MANAGEMENT’S RIGHTS

Section 3.1 – Management’s Rights. Authority retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to determine the mission of its constituent sections; set standards of service; determine procedures and standards of selection of 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; determine work schedules; and make changes to work schedules. The determination of whether or not an emergency exists is solely within the discretion of Authority and is expressly excluded from the grievance procedure.

ARTICLE 4 - NO STRIKE, NO LOCKOUT

Section 4.1 - Work Interruption. During the life of this agreement the Union will not cause, authorize, advice, or encourage an interruption of work or any other concerted action. The term "interruption of work" shall include any work stoppage or strike (including economic and unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycotting activities by Union, and refusal to work on and handle equipment or produce any materials or services because of a labor dispute.

Section 4.2 – Lockout. 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 such discipline, as Authority may assess. Such discharge or discipline shall not be reviewable through any grievance procedure.

ARTICLE 5 - PAYROLL DEDUCTIONS

Section 5.1 – Payroll Deductions. Authority agrees to provide payroll deductions of membership dues upon receipt of the written authorization of the Union that a member has enrolled and authorized dues deductions via a Union membership application.

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

Section 5.3 – Voluntary Membership. Employees of the Authority's California Teamsters Local 911 bargaining unit shall have the right to voluntarily join or refrain from joining the Union.

ARTICLE 6 - SAVINGS PROVISION

Section 6.1 - Severability. 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 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 a shift or workday.

Section 7.2 - Breaks. The Authority shall schedule each employee breaks and meal periods 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.

ARTICLE 8 - HARASSMENT AND DISCRIMINATION

Section 8.1 - No Discrimination. Union and Authority agree not to discriminate against any employee or applicant because of any protected classification recognized by the law, including Union membership and activity.

Section 8.2 - No Harassment. Authority expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees could become a violation of law and will not be tolerated. 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 a victim of such harassment, whether sexual, racial, ethnic, religious, or based on any other protected classification under the law, is required to immediately report the conduct to a supervisor, the Operations Manager, the Administrative Services Manager, or the Executive Director. Any employee who engages in such conduct is subject to disciplinary action, including immediate discharge.

ARTICLE 9 –LEAVES AND ATTENDANCE

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

"Immediate family" is construed to mean father, mother, husband, wife, registered domestic partner, brother, sister, child, stepchild, stepfather, stepmother, father-in-law, mother-in-law, legal guardian, foster child, foster parent, grandparent, or grandchild and significant other, if, the significant other was registered prior to October 25, 2011. A maximum of three (3) days shall be granted for such leave. Absence under this subsection is not chargeable to sick leave.

A one-day leave to attend services for uncle, aunt, niece, nephew, brother-in-law, and sister-in-law shall be allowed. However, proof of services shall be required.

Section 9.2 - Compensatory Time Off. 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. Group A, Group C and Group D employees shall accrue no more than eighty (80) hours of such compensatory time; Group B employees shall accrue no more than one hundred and sixty (160) hours. An employee with eighty (80) hours or one hundred and sixty (160) hours of compensatory time on the books shall be paid overtime compensation for working overtime at the employee's overtime rate of pay, which includes special pays.

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

Employees who request to use compensatory time off will be granted the time off if they provide reasonable notice of seven (7) days and if granting the request is not unduly disruptive to the Authority.

Upon separation of employment, an employee shall be compensated for all accrued compensatory time on the books at the employee's regular rate of pay which is defined as the employee's base salary per the salary schedule with appropriate special pay.

Section 9.3 - Holidays.

(a) **Fixed Holidays.**

Group A, Group C and Group D employees shall observe eight (8) fixed holidays: New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; and Christmas Day.

Group B employees shall observe nine (9) fixed holidays: New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve and Christmas Day. If the holiday falls on a Saturday, the Friday preceding the holiday shall be observed as the holiday. If the holiday falls on a Sunday, the Monday following shall be observed as the holiday.

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) **Floating Holidays.**

All full-time Group A, Group C and Group D employees receive six (6) floating holidays each calendar year. All floating holidays shall be awarded on January 1st of each year, except for the first year of employment when floating holidays are prorated.

<u>Hire Date</u>	<u>Number of Days Awarded</u>	<u>When Awarded</u>
January 1 - February 28 or (29)	6	3 on hire date, 3 on July 1
March 1 - April 30	5	2 on hire date, 3 on July 1
May 1 - June 30	4	1 on hire date, 3 on July 1
July 1 - August 31	3	On hire date
September 1 - October 31	2	On hire date
November 1 - December 31	1	On hire date

All Group A, Group C and Group D employees who have used more floating holiday time than that which would have been accrued on a pro-rata biweekly basis (2.538 hours biweekly) shall not be paid for any holiday time which exceeds what he/she would have accrued on a pro-rata biweekly basis as of the date of termination. An employee who has used more holiday time than that which would be accrued on a pro-rata biweekly 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-rata biweekly basis as of the date of termination.

All full-time Group B employees receive seven (7) floating holidays each calendar year.

Floating holidays do not carry over from year to year, but must be used during the year in which they were earned.

Upon employment termination, unused floating 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.

Section 9.4 - Injury Leave. Each employee, regardless of category of employment, is authorized injury leave when the employee suffers an illness or injury while on duty or arising in and out of the course of employment. In such cases, the employee is eligible to receive compensation as provided for in the Workers' Compensation Act of the State of California. Employees on injury leave continue to accrue leave time and receive education pay and insurance benefits.

Section 9.5 - Jury Duty Leave. A full-time employee of Authority who is duly summoned for jury duty during the time regularly required for the employee's office or employment shall be entitled, while so actually serving, to the employee's regular compensation up to a maximum of fifteen (15) calendar days, provided the employee deposits with Authority's Finance Manager all fees for services rendered. No overtime payment to the affected juror shall result from jury duty. Court-paid mileage fees may be retained by the employee. If, while serving on jury duty, an employee is temporarily released from actual service, the employee shall return to the Authority for the remainder of their scheduled shift. The employee may call or text in to the Communications Supervisor to request an exception. If the employee is not able to speak with the Communications Supervisor or his/her designee to obtain approval for the exception, the employee shall return to Authority to resume work. The 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. Employees scheduled to work the graveyard shift will have the option to utilize jury duty leave to be off eight (8) hours prior to the jury duty initial reporting date and eight (8) hours after the report date and scheduled shift. If an employee is selected to serve on a jury, the employee's schedule will be temporarily adjusted to day shift for the period of the jury service.

Section 9.6 - Leave of Absence (Unpaid). An unpaid leave of absence not to exceed ninety (90) calendar days may be granted to an employee for good cause provided 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 and willing to do the additional work are available.

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

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

Granting a leave of absence shall take into account all other employees' approved leave time. In no case shall more than one (1) full-time employee be absent on approved leave or leave of absence at the same time. Only one (1) leave of absence may be granted to an employee in a calendar year. Except in case of emergency, a written and fully documented request for leave of absence should be received by the Executive Director at least thirty (30) calendar days prior to the effective date of the leave. In all cases, use of appropriate leave entitlements should be considered before requesting a leave of absence. Once an employee is on leave of absence, accrued leave entitlements may not be used. Leaves of absence are not to be used to circumvent the vacation and holiday scheduling process. When an employee is unable to request a leave of absence due to injury, illness, travel, or similar reasons, he/she may be administratively placed on leave of absence.

Sick leave, holidays, and vacation leave do not accrue during an unpaid leave of absence. Time in service, performance evaluation scheduling, and eligibility for merit increases will be extended by the length of any unpaid leave of absence granted pursuant to this Section. The seniority for an employee on an approved leave of absence will not be affected as long as the leave of absence is certified as an FMLA event by a physician's

statement, which includes that the employee is suffering from a serious medical condition and the possible duration of the medical condition. If a wage increase is granted to other employees during the leave of absence, the increase 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 shall notify the Executive Director five (5) working days before their actual return date. The employee shall return to his/her original job status.

Employees may request extensions of their approved leave of absence, as long as they do not exceed the maximum time allowed for their years of service. Such requests 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 cancellation of an approved leave of absence at any time before or during the leave. A written request explaining the reason for cancellation shall be submitted.

The following constitute violations of the spirit and intent of granting a leave of absence, and shall result in automatic resignation by or termination of the employee:

- (a) Employees who engage in or apply for other employment while on leave of absence shall be considered as having resigned without notice.
- (b) Employees who fail to return from leave of absence on the prescribed day and have not obtained an extension shall be considered as having resigned without notice.
- (c) Employees who obtain an approved leave of absence through fraud or misrepresentation shall be subject to discharge.

Section 9.7 – Leave Without Pay. An employee must receive prior written approval to be on approved leave without pay status. A “last minute” request for leave without pay without prior written approval shall be considered an unauthorized absence from duty.

Section 9.8 - Military Leave. Military leave shall be granted to full-time employees in accordance with the provisions of the State of California and federal Law. All full-time employees entitled to military leave shall give the Executive Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Thus, as soon as orders for such leave are provided to the employee, employee shall provide either a copy of the order or a relevant portion of the order setting forth the order for the employee to be on military leave, including the relevant dates of such leave.

Section 9.9 – Pregnancy Leave. Pregnancy leave will be provided as required by law when an employee is disabled by pregnancy.

Section 9.10 - Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three (3) months of continuous service. Accrual of this leave begins with the first day of the first pay period after the date of hire. Group A, B, and C employees accrue at the rate of ten (10) hours per month; subject to the provisions below, Group A, B, and C employees who accrue sick leave each pay period shall accrue five (5) hours of sick leave per pay period (except on the third payroll.) Group D employees accrue at the rate of seven (7) hours per month; subject to the provisions below, Group D employees who accrue sick leave each pay period shall accrue 3.5 hours of sick leave per pay period (except on the third payroll).

An eligible employee may accrue a maximum of five hundred (500) hours of sick leave. No employee shall accrue sick leave unless at least six (6) days are in paid status during the pay period. Paid status is defined as regular work days, trades, vacation, holidays, floating holidays, sick leave, bereavement, jury duty and compensatory time off.

(a) General Sick Leave Policy. Sick leave is not a discretionary privilege and is allowed only in case of actual and family sickness; and, for routine doctor, visual care, and dental appointments with advance supervisor's approval. (For purposes of this section, "family" is defined as husband, wife, registered domestic partner, children, stepchildren, parents and stepparents 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.

When an employee has used all accumulated sick leave and remains off work, the employee will be LWOP (leave without pay). 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) Depending on the work schedule, the employee must give the proper amount of notice to his/her supervisor. Such notice shall include the location and telephone number where employee can be reached.

(2) When the employee is absent for three (3) or more consecutive working days, a doctor's certification of illness shall be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for a number of days of sick leave used to establish proof of illness or when a pattern of sick leave abuse and/or excessive sick leave has been identified. Submittal shall be made upon return to work.

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

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

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

(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 not 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. Failure to report for duty assignments in a timely manner as defined in the Administrative Procedures Manual Section 25, may subject the employee to progressive discipline and/or loss of pay.

Section 9.11 - Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of twelve (12) months of continuous service. Accrual of this leave begins with the first day of the first pay period after twelve (12) months of continuous service is completed. A one-time award of forty-eight (48) hours vacation leave shall be made upon satisfactory 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 for Group A, B, and C employees

<u>Completed Years of Service</u>	<u>Maximum Accrual Rate (Hours) Per Month</u>	<u>Maximum Accrual Rate (Hours) 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

Vacation leave shall be earned in accordance with the following schedule for Group D employees:

<u>Completed Years of Service</u>	<u>Maximum Accrual Rate (Hours) Per Month</u>	<u>Maximum Accrual Rate (Hours) Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	6	72	144
5 through 9	8	96	144
10 or more	10	120	240

The vacation year shall be the calendar year. All accumulation maximums shown 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 eighty (80) hours in addition to the accrual maximum may be carried over for use not later than February 1 of the following calendar year.

No employee shall accrue vacation leave (which is accrued each pay period, except on the third payroll) unless he/she is in paid status for at least six (6) days during the pay period.

Section 9.12 - Union Steward Relief/Compensation. When requested by the Authority, relief for a Union steward performing Union business, specifically negotiations and meet and confer issues, 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 9.13 - 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 shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

- (a) **Work Week.** An employee's workweek is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods. It need not coincide with the calendar week but may begin on any day and at any hour of the day. Workweek(s) shall be designated by the Authority.

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 3/12 work schedule (three, 12-hour work days per work week with one eight hour workday every other workweek which will always be on the day of the week following the third 12-hour shift of that week) their workweek shall begin exactly four hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

For all employees working a 9/80 work schedule their workweek shall begin exactly four hours into their eight- hour shift on the day of the week which constitutes their alternating regular day off.

- (b) **Definition 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) **Work Schedules.** Work schedules shall be determined by the Authority, taking into consideration staff efficiency, customer service, cost productivity, and service to the community. Taking the above considerations into account, the Authority retains the right to modify work schedules. In the event the Authority proposes to modify the current work schedule, or any subsequent work schedule, the Authority agrees to notify, in writing, the Union and its employee representatives at least sixty (60) days prior to the proposed change. The Authority shall meet and confer over impact and implementation prior to implementation. The sixty (60) -day notice requirement may be waived by mutual agreement between Union and Authority, or in the case of an emergency affecting Authority's operations.

ARTICLE 10 – SHIFT PREFERENCE

Section 10.1 – Shift Preference. Employees shall bid shifts based on seniority during each calendar year. To assure efficient operation and prevent one shift from becoming top heavy with low-seniority employees, the Executive Director shall have discretion to assign shifts or deny shift choice; provided, the Executive Director's decision shall not be arbitrary and capricious. Employees shall be allowed to trade shifts with the approval of the Executive Director, who reserves the right to require shift rotation if the Director believes that doing so would be in the best interest of operations.

ARTICLE 11 – JOB SHARING

Section 11.1 – Job Sharing. Two or more employees may, with the expressed written approval of the Executive Director, participate in a flexible job- sharing program. The specifics of such a program shall be determined by the employees and the Authority on a case-by-case basis. Prior to implementation of any such program(s), a written agreement setting forth the specifics of the program shall be signed by the affected employees and the Authority. This article shall not be subject to the grievance procedure.

Section 11.2 – Seniority. In establishing seniority for bidding purposes of job- sharing partners, the seniority of the senior partner shall be utilized. New hire partners shall be assigned a seniority date based on date of hire in the same manner as a full-time employee. In the event the senior partner terminates employment, the junior partner reverts to his/her seniority date based on date of hire; he/she does not retain the senior partner's seniority date.

Job sharing partners shall be subject to mandatory overtime in the same manner as other full-time employees.

ARTICLE 12 – SPECIAL PAY

Section 12.1 - Acting Pay. Employees assigned to a higher position in an acting status during the absence of an incumbent, or to fill a vacancy until the vacancy can be filled by appointment, shall receive an additional seven and one half percent (7.5%) per hour above their current base salary. Compensation shall be paid upon satisfactory completion of eighty (80) hours training, which need not be consecutive. Eligibility for compensation shall begin only when the Operations Manager certifies the ability of the employee to fill the higher position.

Section 12.2 - Bilingual Pay. An employee who is responsible for bilingual interpretation, and whose use of this language is of significant benefit to the operations of the Authority, as determined by the Executive Director, shall receive bilingual pay according to the following rules:

- (a) To be eligible for bilingual pay, a permanent employee must have passed a language proficiency test that is job-related to the duties and responsibilities of a Communications Operator. The test need not be written, but may include verbal skills in communications with non-English speaking persons.
- (b) The Authority shall pay each designated employee a bilingual pay of one hundred dollars (\$100) per month payable monthly at the first paycheck of the month.
- (c) A test shall be conducted in February each year, at the discretion of the Executive Director, and all successful applicants shall begin receiving bilingual pay as of July 1 following the examination.

Section 12.3 - Court Pay. Payment shall be made to any Authority employee, whether full or part-time 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 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 deposit with the Authority's Finance Manager any witness fees they receive as a result of the subpoena.

Section 12.4 - Educational Books and Tuition Reimbursement. Any permanent employee who attends Authority pre-approved, job-related educational institutions and courses, shall be eligible for reimbursement for books and tuition upon successful completion with a grade at or above level "C." Course transcripts, including name, grade, and dates of course, and receipts must be submitted no later than 30 days after course completion

and shall be reimbursed up to \$4,000 each fiscal year. Effective December 1, 2018, this reimbursement shall be capped at \$12,000 for total lifetime reimbursement. Reimbursement shall be awarded in the fiscal year in which the course was completed. The definition of "job-related" shall be determined by the Executive Director, whose decision shall be final. This reimbursement is payable through the Accounts Payable process and is not reportable income to PERS.

Section 12.5 - Educational Incentive. Employees receiving an educational incentive as of December 1, 2018, will be capped at the dollar amount equivalent to their current educational incentive rate, or \$350, whichever is higher. After December 1, 2018, any permanent employee who obtains an Associate Arts, Bachelor's, and/or Master's Degree from an accredited college shall be provided with an educational bonus at the rate of \$350 per month. Upon successful completion of probation and/or upon obtaining a degree, an employee must submit a request to receive an educational incentive along with a copy of his/her degree. The educational incentive will be effective the pay period following the date of the request.

Section 12.6 - Annual Payment for Unused Holiday, and Floating Holiday Leave (Optional). Annually, each Communications Operator employee may convert, for cash, any amount of hours of holiday leave. No one shall be required to do this, but may if desired. Floating holiday leave balances shall be determined and may be cashed out as of the end of the pay period nearest to, but not past, October 31 each year. Unused holiday leave balances shall be determined and may be cashed out as of the end of the pay period nearest to, but not past, May 31 each year. The holiday hours will be at 100% of the Communications Operator employee's base rate of pay which is defined as the Communications Operator employee's base salary per the salary schedule without any special pay.

Section 12.7 – Overtime. 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. Employees who are mandated on an Authority recognized holiday shall be compensated at one and one half times their regular rates of pay with special pays and must receive monetary compensation, not compensatory time.

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.

Effective January 1, 2012 all communications operators shall have the option of refusing mandatory overtime twice in each calendar year; but, not within 30 days of one another. If an operator chooses to exercise this option, he/she shall receive no disciplinary action.

Section 12.8 - Annual Payment for Unused Sick Leave (Optional). Annually, each permanent employee may convert, for cash, a limited number of hours of sick leave. No one shall be required to do this, but may if desired. Leave balances shall be determined as of the end of the pay period nearest to, but not past, October 31 each year. The number of hours converted shall be determined by the completed years of service as shown below. Payment will be calculated as a percentage 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.

An employee desiring to cash out unused sick leave shall be allowed to cash out hours above a forty (40)-hour bank and provided they have only utilized 84 hours or less of sick leave as of the end of the pay period nearest to, but not past October 31 each year. Upon retirement, an additional forty (40) hours above the forty (40) hour bank may be sold back at 85% of base rate of pay (i.e., no cash out for 0-40 hours, and no cash out for more than 80 hours).

<u>Completed Years of Service</u>	<u>Maximum Hours That May Be Converted Annually</u>	<u>Conversion Rate</u>
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Group A, Group C and Group D employees:

Less than 1	60	85% of base rate of pay
1 to less than 2	90	85% of base rate of pay
2 or more	120	85% of base rate of pay

Group B employees:

2 or more	120	85% of base rate of pay
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Section 12.9 - Termination Pay. Upon termination, the employee shall be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 9.11 for completed service), accrued compensatory time, and holiday compensatory time earned but not taken, if in accordance with the limitations established above. Accrued sick leave is not compensable upon termination. However, if employee retires from the Authority, any accrued sick leave balance shall count toward employee's service credit in calculating retirement benefits from PERS.

Section 12.10 - Training Pay. The Authority agrees to provide a seven and one-half percent (7.5%) training pay to Communications Operators, selected by the Executive Director or his designee, who voluntarily agree to provide Authority-scheduled training to new and/or current employees. This training pay accrues only while a Communications Operator is actively training new and/or current employees of the Authority. A Communications Operator who voluntarily provides Authority- scheduled training shall be compensated hour for hour and the training pay shall be computed according to the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay. The Executive Director shall have the final decision regarding any and all training programs or procedures the Authority provides.

Section 12.11 - (Travel) Mileage Reimbursement . Subject to the audit and approval of the Executive Director or his designee, employees of the Authority shall (except where a specific allowance for automobile use is made) be entitled to receive expense reimbursements for furnishing to said Authority their own personal automobiles in the performance of the duties necessarily incident to their respective offices or employment, at the Internal Revenue Service's (IRS') prevailing rate. All mileage expense reimbursement requests under this section must be rendered within thirty (30) days after the last date upon which the use was made, and must indicate the specific purpose for which the automobile was used.

Section 12.12 - Annual Payment for Unused Vacation Leave (Optional). Annually, each employee may convert, for cash, a limited number of hours of vacation leave. No one shall be required to do this, but may, if desired. Leave balances shall be determined at the end of the pay period nearest to, but not past, October 31 each year. The dollar value of the hours converted will be determined by the completed years of service as

shown below. Payment shall be calculated as a percentage 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.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted Annually</u>	<u>Conversion Rate</u>
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Group A, Group C and Group D employees:

1 to less than 2	48	85% of base rate of pay
2 or more	72	85% of base rate of pay

Group B employees:

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted Annually</u>	<u>Conversion Rate</u>
Less than 2	60	85% of base rate of pay
2 or more	90	85% of base rate of pay

Section 12.13 -- Callback Pay (Technical Service Personnel Only) When an employee is required to return to work after completion of the employee's regular work day, that employee shall receive a minimum of two (2) hours' pay at one and one-half (1 ½) times the employee's regular rate of pay on the first callback in a twenty-four (24)-hour period. All callbacks after the first will be paid at one and one-half (1 ½) times the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay for actual hours worked. Hours worked shall start upon arrival at the job site.

Section 12.14 -- Consultation Time. (Technical Service Personnel Only) When an employee is away from work and not performing services for the Authority, if he or she is consulted by telephone and employee is required to spend more than fifteen minutes on the telephone in order to attempt to solve a technical problem, employee shall 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 in fifteen (15) minute intervals.

Section 12.15 -- Merit Pay. Each permanent full-time Technical Services employee with a hire date prior to July 1, 2006 shall receive an annual merit payment according to the following schedule.

<u>Anniversary</u>	<u>Amount Payable</u>
7	\$250
8	300
9	350
10	400
11	450
12	500
13	550
and so on	

ARTICLE 13 - FRINGE BENEFITS

Section 13.0 – 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 13.1 - 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 13.2 - Contribution Amount. Effective December 1, 2018, the Authority shall, under a Cafeteria, Flexible or Optional Benefit Plan, contribute up to \$1,060 per month, towards employees' medical and dental insurance premiums. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory (i.e., the statutory minimum) employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA).

Section 13.3 - IRS Section 125 Cafeteria Plan. The Authority shall contribute the above amount towards employees' and their dependents' medical and dental insurance premiums. Should the Authority's contribution exceed the cost of the medical and dental insurance premiums, employees may receive up to \$150 in cash back as taxable income. Should an employee voluntarily elect not to participate pursuant to Section 13.4, below, the employee shall receive \$300 in cash back as taxable income.

Section 13.4 - 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 qualified group medical insurance plan.

Section 13.5 - 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. If employee is out longer than 30 days in unpaid status, he/she will be provided with a COBRA notice and permitted to continue receiving Authority provided medical/dental insurance coverage at the employee's own expense as provided per COBRA. Failure to pay the COBRA premium will result in the loss of insurance coverage until such time the employee returns on paid status.

Section 13.6 - Medical-Dental Insurance Coverage - When Employee is on Family Medical Leave/California Family Relief Act (FMLA/CFRA). When the employee's FMLA leave has been approved by Authority, Authority shall provide up to twelve (12) work weeks of paid coverage for medical and dental insurance in accordance with the FMLA guidelines.

Section 13.7 - 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 to be used towards employee-only medical insurance premiums, from date of retirement until age 65:

- | | |
|---|--------------------|
| a) Minimum ten (10) years of service with Authority | \$200.00 per month |
| b) Minimum fifteen (15) years of service with Authority | \$300.00 per month |
| c) Minimum twenty (20) years of service with Authority | \$500.00 per month |

- d) Employees who have retired from the Authority prior to July 1, 2008, shall continue to receive the following retiree medical benefits: Group A employees shall receive five hundred eighty-two and 33/100 dollars (\$582.33) and Group B employees shall received nine hundred and sixty dollars (\$960) per month, as long as the Authority remains in PEMCHA. If the Authority elects not to remain in PEMHCA, employees who have retired from the Authority prior to July 1, 2008, shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service.
- e) Effective July 1, 2015, Group A Communications Operators who retire prior to July 1, 2021 shall receive \$750.00 per month toward medical insurance as long as the Authority remains in PEMCHA. Group B Technical Services Personnel covered in this MOU who retire prior to July 1, 2021 shall receive \$960.00 per month toward medical insurance as long as the Authority remains in PEMCHA. If the Authority elects not to remain in PEMHCA, employees who retire from the Authority before June 1, 2021, shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service.
- f) Group C and Group D employees shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service. All Group C employees hired after July 1, 2014 and Group D employees hired after November 30, 2018, must have a minimum of fifteen (15) years of service with the Authority in order to receive retiree medical benefits specified in Section 13.7(b) or (c).

It is the parties understanding that the amounts specified in paragraphs a) through e) above are for single rate/employee-only medical premiums. Any excess amount shall not be used for family premiums and shall not be provided as cash back to the retiree.

The Authority currently contracts with the California Public Employees Retirement System (CalPERS) for employee group insurance health benefits. If the Authority should terminate its contract with CalPERS, all employees hired prior to April 1, 1986 who are ineligible to participate in Medicare and retire from a classification covered by this memorandum of understanding, are receiving retirement benefits from CalPERS and have a minimum of twenty (20) years of full-time employment, shall be entitled to enroll in an Authority-selected health benefit plan. The benefits provided in the health plan selected by the Authority shall equal or exceed the benefits the employee would have received had he/she been eligible to participate in Medicare. The Authority agrees to pay the cost of coverage for the plan in which the employee is enrolled. If the employee resides outside the State of California at the time of eligibility, the Authority agrees to pay the employee the cash equivalent of the cost of coverage for the plan in which the employee would have been enrolled had he/she lived in California. This benefit commences upon the employee reaching the age of 65, at which time he/she would have otherwise been eligible to participate in Medicare. The benefit shall cease if and when the employee becomes eligible to participate in Medicare or equivalent Government health benefit program.

Section 13.8 – Retirement/Pension. 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.

Effective July 1, 2013, employees hired 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 January 1, 2014 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 C 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.

For all "new members" beginning January 1, 2013 the retirement benefit formula is 2% at 62. A "new member" is defined as follows: A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who has no prior membership in any California public retirement system; A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system; and a member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

Section 13.9 - Life Insurance Plan. All full-time employees shall receive a \$100,000 life insurance policy. Authority shall pay one hundred percent (100%) of the premium charged. Retired employees shall be allowed to continue this benefit at the employee's expense at the Authority's rate.

Section 13.10 - Vision Plan. Full-time employees and their dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between the Authority and the insuring agency. Authority shall pay one hundred percent (100%) of the premium charged.

Section 13.11 - Uniforms. Probationary Communications Operators shall be provided two (2) sets of uniforms by the Authority. The cost of the uniforms shall be borne by the Authority prior to beginning work at the Authority. Upon satisfactory completion of the fifteen (15) months' probationary period, the employee shall be issued two (2) additional uniform shirts and two (2) additional uniform pants. The nature and type of said uniforms shall be determined by the Authority's management and the Uniform Committee. Each set of uniforms shall consist of a shirt, a belt, a pair of pants, and a pair of shoes. Every two (2) years on the employee's anniversary date of passing probation, the Authority shall provide the employee two (2) additional uniform shirts and pants. The uniform provided to the employees shall be worn at all times during the course and scope of their employment.

Probationary Technical Services personnel shall be provided five (5) sets of uniforms by the Authority. The cost of the uniforms shall be borne by the Authority prior to beginning work at the Authority. The nature and type of said uniforms shall be determined by the Authority's management and the Uniform Committee. Each set of uniforms shall consist of a shirt and a pair of pants. Each year on the employee's anniversary date of hire, the Authority shall provide the employee two (2) additional uniform shirts and pants.

ARTICLE 14 - DEMOTION

Section 14.1 - Pay. When a promoted employee is subsequently demoted (voluntarily or not), from a position in one pay grade to a position in a lower pay grade, the rate of pay after demotion shall be the same as the rate of pay the employee received immediately before promotion, plus any cost-of-living increase awarded all employees during the interim.

Section 14.2 - Seniority. When a probationary promoted employee is subsequently demoted (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 15 - REINSTATEMENT

Section 15.1 - Reinstatement. With the approval of the Executive Director, a permanent employee who has resigned with a good record may be reinstated if away for no longer than one (1) year. Such reinstatement may be to the employee's former position, or to a vacant position in the same or comparable class. Upon reinstatement, the employee shall:

- (a) Be assigned the same employee identification number originally held;
- (b) Be required to satisfactorily pass medical and psychological examinations paid for by Authority;
- (c) Be required to satisfactorily complete a six (6) -month probationary period; and
- (d) Be assigned a seniority date equal to the most recent hire date.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1 - 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 16.2 - Definition. A grievance is any dispute concerning the interpretation or application of this written Memorandum of Understanding, or of Authority Rules & Regulations governing personnel practices or working conditions. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding is not a grievance.

Section 16.3 - The Right to Grieve.

Any employee other than a probationary employee (see Section 16.4) shall have the right to grieve a decision made by the Authority affecting his/her employment, and relating to those matters defined in Section 16.2. Employees shall have the right to grieve written reprimands up through Step 3 of the grievance procedure outlined below. Employees shall have the right to grieve job evaluations up through 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 17.

Section 16.4 - Probationary Employee. The appointing authority (Executive Director) may dismiss a probationary employee at any time, with or without cause, during the probationary period. Such a dismissal shall not be subject to grievance, review, or appeal.

Section 16.5 - Informal Grievance Procedure. An employee who wishes to grieve an incident should first discuss the matter with his/her immediate supervisor within five (5) calendar 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) calendar days after receiving the informal decision of the immediate supervisor.

Section 16.6 - 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) calendar days after receiving it. The supervisor's decision shall include the reasons for the decision. If the employee does not agree with the supervisor's decision, or if no answer has been received in five (5) calendar days, the employee may, within five (5) calendar 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 Administration Manager. This appeal must be made within five (5) calendar days after receipt of the previous written decision, or if no written decision was rendered.

(b) Administration Services Manager's Review (Step 2)

The Administration Services Manager shall promptly discuss the grievance with the employee, the employee's representative, if any, and any other persons having relevant information. The Administration Services Manager shall render his/her decision, including the reasons for his/her decision, within ten (10) calendar days after receiving it.

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) calendar days after receipt of the previous written decision, or if no written decision was rendered.

(c) Executive Director Review (Step 3)

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) calendar days after receiving it.

(d) Board of Review Step (Step 4)

To be eligible for handling at this step, the grievance must be submitted to the Executive Committee (Board of Review) within twenty (20) calendar days of the receipt of the final Step 3 position.

- (1) Formal grievances and appeals shall go directly to the Executive Committee after the Executive Director level.
- (2) The Executive Committee shall act as hearing officers and its decision shall be final.
- (3) The Executive Director of the Authority will not sit on the review panel as a hearing officer.
- (4) At this step, the hearing shall be convened within fifteen (15) calendar days by the Executive Committee.
- (5) A final decision shall be submitted to the Union within twenty (20) calendar days of the final Step 4 hearing.

- (6) The parties may agree to waive the time limits at any step.

ARTICLE 17 - DISCIPLINE PROCEDURE

Resolution 283 shall be modified as set forth below:

- (a) Appeals chart shall provide for appeal to the Executive Committee for all suspensions of Communications Operators.
- (b) 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 of Article 16 of the Teamsters MOU. "

ARTICLE 18 - IMPASSE PROCEDURE

Resolution 283 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; and
- (e) The Executive Committee will then make a final determination on the issues.

ARTICLE 19 - SALARY

Section 19.1 – Signing Bonus

- 1) Effective the first full pay period after approval and adoption of the MOU, employees shall receive a \$1500 one-time payment. To be eligible, employees must be employed by the Authority on the day the MOU is approved.
- 2) Effective the first full pay period in July 2019, employees shall receive a \$1500 one-time payment. To be eligible, employees must be employed by the Authority on the day the MOU is approved and as of July 1, 2019.

Section 19.2 - Wages.

- 1) Effective December 1, 2018, there shall be a 5% wage increase.
- 2) Effective the first full pay period in July 2019, there shall be a 2.5% wage increase.

Salary Effective Date	Position Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
12/1/2018	Communications Operator	\$5,545.84	\$5,812.68	\$6,092.89	\$6,387.17	\$6,696.10	\$7,020.51	\$7,361.06
7/6/2019	Communications Operator	\$5,684.48	\$5,958.00	\$6,245.21	\$6,546.85	\$6,863.50	\$7,196.02	\$7,545.08

Compensation at Step "F" shall only be awarded to an employee who has demonstrated an average or above average level of competency for the classification after having been compensated for a minimum of at least two (2) years in Step "E." Compensation at Step "G" shall only be awarded to an employee who has demonstrated an average or above average level of competency for the classification after having been compensated for a minimum of at least two (2) years in Step "F." The award of compensation at Step "G" shall only be made upon and after a recommendation by the Operations Manager and subsequent approval of said recommendation by the Executive Director.

All persons hired in the Communications Operator classification shall be trained and shall be expected to reach a full level of proficiency in each operating position within the Authority; those operating positions being Police Dispatcher, Fire Dispatcher, and Call Taker.

Salary Effective Date	Position Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
12/1/2018	Public Safety Communications Specialist I	\$6,221.80	\$6,532.88	\$6,859.53	\$7,202.50	\$7,562.63	N/A	N/A
7/6/2019	Public Safety Communications Specialist I	\$6,377.34	\$6,696.20	\$7,031.02	\$7,382.56	\$7,751.69	N/A	N/A

Salary Effective Date	Position Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
12/1/2018	Public Safety Communications Specialist II	\$6,532.89	\$6,859.52	\$7,202.51	\$7,562.62	\$7,940.76	N/A	N/A
7/6/2019	Public Safety Communications Specialist II	\$6,696.21	\$7,031.01	\$7,382.57	\$7,751.69	\$8,139.28	N/A	N/A

ARTICLE 20 – CONSOLIDATION

Section 20.1 - Consolidation. The Authority and Union agree that if the Authority consolidates any other agency into the Authority, no consolidated employee will affect the seniority of all current Authority personnel. All consolidated employees will be assigned a higher seniority number. Any and all other issues relating to the consolidation will be discussed with the Union; however, the final decision regarding any and all other issues except relating to seniority, shall be made by the Executive Director.

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this memorandum of understanding to be executed on the date shown beneath each signature.

On behalf of the South Bay Regional
Public Communications Authority

On behalf of the California Teamsters Public,
Professional and Medical Employees Union Local 911

ERICK B. LEE
Executive Director

CARLOS RUBIO
Business Agent

WANDA CORADO
Union Steward

DAVID LOPEZ
Union Steward

JANNETTE VERAMENDI
Union Steward



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: January 15, 2019
ITEM: G
TO: Executive Committee and User Committee
FROM: Erick B. 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:

- Communications Operator Recruitment Update
- Update on INSB Network Project
- Update on UASI Grant Reimbursement