

**A G E N D A**  
**REGULAR JOINT MEETING OF**  
**THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE**  
**TUESDAY, DECEMBER 18, 2018, 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 Executive Committee and the User Committee on any item listed on the agenda.

C. **CONSENT CALENDAR**

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
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**

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

**F. EXECUTIVE DIRECTOR'S REPORT**

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

**H. GRIEVANCE HEARING**

- 1. Step 4 Board of Review Hearing: Grievance Filed by Communications Operator Sirena Boskovich

**I. CLOSED SESSION AGENDA**

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

**8. ADJOURNMENT**

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

Posting Date/Time: December 13, 2018/3:30 PM

Signature:



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Erick B. Lee, Executive Director

November 20, 2018

**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  
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

**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
3. Cash & Investments Report – September 30, 2018

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November 20, 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. in the Amount of \$6,544,686.58; and

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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

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

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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  
Title: Executive Director  
Conference with Labor Negotiator  
Pursuant to Government Code Section 54957.6

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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.

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## Check Register FY 2018-19

November 2018

| <u>Accounts Payable Check Issued Date</u> | <u>Total Check Amount</u> |
|---|---------------------------|
| November 9, 2018                          | \$133,253.30              |
| November 23, 2018                         | <u>\$445,645.36</u>       |
| <b>Accounts Payable Total</b>             | <b>\$578,898.66</b>       |
| <br>                                      |                           |
| <u>Payroll Checks issued Date</u>         |                           |
| November 9, 2018                          | \$366,887.47              |
| November 23, 2018                         | <u>\$177,154.22</u>       |
| <br>                                      |                           |
| <b>Payroll Total</b>                      | <b>\$544,041.69</b>       |
| <br>                                      |                           |
| <b>Grand Total</b>                        | <b>\$1,122,940.35</b>     |



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Final Check List  
South Bay Regional PCA

Bank : union UNION BANK

| Check # | Date       | Vendor | Invoice                    | Inv Date       | Description | Amount Paid                 | Check Total |           |
|---------|------------|--------|----------------------------|----------------|-------------|-----------------------------|-------------|-----------|
| 1349    | 10/26/2018 | 00219  | INTERNAL REVENUE SERVICE   | Ben26364       | 10/26/2018  | FEDERAL WITHHOLDING TAX: P/ | 39,038.30   | 39,038.30 |
| 1350    | 10/26/2018 | 00058  | CALPERS                    | Ben26366       | 10/26/2018  | PERS RETIREMENT: PAYMENT    | 31,520.71   | 31,520.71 |
| 1351    | 10/26/2018 | 00223  | EMPLOYMENT DEVEL DEPT      | Ben26368       | 10/26/2018  | STATE DISABILITY INSURANCE: | 15,577.00   | 15,577.00 |
| 1352    | 10/26/2018 | 00222  | STATE DISBURSEMENT UNIT    | Ben26370       | 10/26/2018  | SUPPORT: PAYMENT            | 184.62      | 184.62    |
| 1353    | 11/9/2018  | 00219  | INTERNAL REVENUE SERVICE   | Ben26484       | 11/9/2018   | FEDERAL WITHHOLDING TAX: P/ | 69,541.85   | 69,541.85 |
| 1354    | 11/9/2018  | 00223  | EMPLOYMENT DEVEL DEPT      | Ben26486       | 11/9/2018   | STATE DISABILITY INSURANCE: | 31,306.65   | 31,306.65 |
| 1355    | 11/9/2018  | 00058  | CALPERS                    | Ben26488       | 11/9/2018   | PERS RETIREMENT: PAYMENT    | 32,220.18   | 32,220.18 |
| 1356    | 11/9/2018  | 00222  | STATE DISBURSEMENT UNIT    | Ben26490       | 11/9/2018   | SUPPORT: PAYMENT            | 184.62      | 184.62    |
| 1357    | 11/23/2018 | 00219  | INTERNAL REVENUE SERVICE   | Ben26506       | 11/23/2018  | FEDERAL WITHHOLDING TAX: P/ | 34,775.24   | 34,775.24 |
| 1358    | 11/23/2018 | 00058  | CALPERS                    | Ben26508       | 11/23/2018  | PERS RETIREMENT: PAYMENT    | 32,287.57   | 32,287.57 |
| 1359    | 11/23/2018 | 00223  | EMPLOYMENT DEVEL DEPT      | Ben26510       | 11/23/2018  | STATE DISABILITY INSURANCE: | 14,062.58   | 14,062.58 |
| 1360    | 11/23/2018 | 00222  | STATE DISBURSEMENT UNIT    | Ben26512       | 11/23/2018  | SUPPORT: PAYMENT            | 184.62      | 184.62    |
| 1666    | 11/15/2018 | 00069  | SOUTHERN CALIFORNIA EDISON | 3020173298     | 11/2/2018   | 3020173298                  | 6,211.16    |           |
|         |            |        |                            | 3003435837     | 10/18/2018  | 3003435837                  | 1,031.89    |           |
|         |            |        |                            | 3035415032     | 11/2/2018   | 3035415032                  | 206.37      |           |
|         |            |        |                            | 3-014-5379-55  | 10/30/2018  | 3-014-5379-55               | 137.25      |           |
|         |            |        |                            | 2235535986     | 10/18/2018  | 2235535986                  | 62.91       | 7,649.58  |
| 1667    | 10/26/2018 | 00058  | CALPERS                    | Ben26354       | 10/26/2018  | ANTHEM TRADITIONAL HMO: PA  | 23,480.66   |           |
|         |            |        |                            | Ben26360       | 10/26/2018  | ANTHEM TRADITIONAL HMO: PA  | 23,480.52   | 46,961.18 |
| 1668    | 11/15/2018 | 00467  | LOWES BUSINESS ACCT/SYNCB  | 82131341344211 | 11/2/2018   | 82131341344211              | 170.83      | 170.83    |
| 1669    | 11/15/2018 | 00012  | CALIFORNIA WATER SERVICE   | CC5550731926   | 10/26/2018  | FIRE PROTECTION SERV/OCT 20 | 72.58       | 72.58     |
| 1670    | 11/16/2018 | 00046  | UNITED PARCEL SERVICE      | 11162018       | 11/16/2018  | 11162018                    | 103.55      | 103.55    |
| 53814   | 10/26/2018 | 00002  | AFLAC                      | Ben26350       | 10/26/2018  | AFLAC INSURANCE: PAYMENT    | 3,614.74    | 3,614.74  |
| 53815   | 10/26/2018 | 00217  | CALIFORNIA TEAMSTERS UNION | Ben26356       | 10/26/2018  | UNION DUES TEAMSTERS: PAYM  | 2,087.50    | 2,087.50  |
| 53816   | 10/26/2018 | 00218  | CWA LOCAL 9400             | Ben26362       | 10/26/2018  | UNION DUES CWA: PAYMENT     | 250.52      | 250.52    |
| 53817   | 10/26/2018 | 00696  | GUARDIAN                   | Ben26352       | 10/26/2018  | DENTAL HMO PLAN: PAYMENT    | 4,495.70    | 4,495.70  |
| 53818   | 10/26/2018 | 00221  | ICMA RETIREMENT TRUST      | Ben26358       | 10/26/2018  | DEFERRED COMPENSATION - 30  | 10,103.79   | 10,103.79 |
| 53819   | 11/23/2018 | 00002  | AFLAC                      | Ben26492       | 11/23/2018  | AFLAC INSURANCE: PAYMENT    | 3,614.74    | 3,614.74  |
| 53820   | 11/23/2018 | 00004  | AGEE, BONNIE               | 112318         | 11/23/2018  | RETIREE MED PREM/DEC 2018   | 581.48      | 581.48    |
| 53821   | 11/23/2018 | 00297  | ATT CALNET                 | 12034003       | 10/13/2018  | BAN#~                       | 2,544.64    |           |
|         |            |        |                            | 12144016       | 11/3/2018   | BAN#~                       | 717.01      |           |
|         |            |        |                            | 12041203       | 10/13/2018  | BAN#~                       | 196.42      |           |
|         |            |        |                            | 12038139       | 10/13/2018  | BAN#~                       | 95.78       | 3,553.85  |
| 53822   | 11/23/2018 | 00064  | ATT PAYMENT CENTER         | 9604611623     | 11/1/2018   | PHONE SERV/10-2 TO 11-01-18 | 2,175.05    | 2,175.05  |

Bank : union UNION BANK

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| Check # | Date       | Vendor | Invoice                      | Inv Date         | Description | Amount Paid                | Check Total |
|---------|------------|--------|------------------------------|------------------|-------------|----------------------------|-------------|
| 53823   | 11/23/2018 | 00217  | CALIFORNIA TEAMSTERS UNION   | Ben26478         | 11/9/2018   | UNION DUES TEAMSTERS: PAYM | 2,087.50    |
|         |            |        |                              | Ben26498         | 11/23/2018  | UNION DUES TEAMSTERS: PAYM | 2,035.50    |
| 53824   | 11/23/2018 | 00058  | CALPERS                      | Ben26496         | 11/23/2018  | ANTHEM TRADITIONAL HMO: PA | 24,138.07   |
|         |            |        |                              | Ben26502         | 11/23/2018  | ANTHEM TRADITIONAL HMO: PA | 24,137.92   |
| 53825   | 11/23/2018 | 00080  | CARTER, ALLENE               | 112318           | 11/23/2018  | RETIREE MED PREM/DEC 2018  | 178.84      |
| 53826   | 11/23/2018 | 00014  | CDW GOVERNMENT, INC.         | PJZ0835          | 9/26/2018   | PMH3970 PJJ7441 PXM5219    | 5,627.06    |
| 53827   | 11/23/2018 | 00017  | CHEM PRO LABORATORY, INC.    | 641597           | 10/1/2018   | 641597                     | 78.50       |
| 53828   | 11/23/2018 | 00015  | CHEVRON AND TEXACO           | 54495885         | 10/22/2018  | 53781810                   | 82.25       |
| 53829   | 11/23/2018 | 00019  | CINTAS CORPORATION #427      | 427331547        | 11/2/2018   | 427331547                  | 93.86       |
|         |            |        |                              | 427335630        | 11/16/2018  | 427335630                  | 93.86       |
|         |            |        |                              | 427323414        | 10/5/2018   | 427323414                  | 93.27       |
|         |            |        |                              | 427327450        | 10/19/2018  | 427327450                  | 93.27       |
| 53830   | 11/23/2018 | 00671  | COHEN, MD, MARC R.           | 004              | 10/30/2018  | INV 004                    | 4,583.33    |
| 53831   | 11/23/2018 | 00225  | COMMLINE INC                 | 0112095          | 9/14/2018   | 0112095                    | 116,045.00  |
|         |            |        |                              | 0119006          | 10/31/2018  | 0119006                    | 12,500.00   |
| 53832   | 11/23/2018 | 00078  | COX, CHRISTOPHER             | 112318           | 11/23/2001  | RETIREE MED PREM/DEC 2018  | 822.50      |
| 53833   | 11/23/2018 | 00102  | CURRY, REBECCA               | 112318           | 11/23/2018  | RETIREE MED PREM/DEC 2018  | 595.50      |
| 53834   | 11/23/2018 | 00218  | CWA LOCAL 9400               | Ben26504         | 11/23/2018  | UNION DUES CWA: PAYMENT    | 249.52      |
|         |            |        |                              | Ben26482         | 11/9/2018   | UNION DUES CWA: PAYMENT    | 128.33      |
| 53835   | 11/23/2018 | 00449  | DIGI-KEY ELECTRONICS 2465460 | 65349741         | 10/25/2018  | 65349741                   | 909.30      |
| 53836   | 11/23/2018 | 00786  | EMPLOYERS ASSURANCE CO       | 1125             | 10/22/2018  | 1125                       | 9,948.30    |
| 53837   | 11/23/2018 | 00785  | EXPERIAN                     | CD1907002854     | 10/26/2018  | 1907002854                 | 25.20       |
| 53838   | 11/23/2018 | 00008  | FEDERAL SIGNAL CORP          | 7038879          | 11/5/2018   | 7038879                    | 4,974.42    |
| 53839   | 11/23/2018 | 00651  | FRONTIER                     | 3103752741011110 | 11/1/2018   | 31037527410111105          | 233.57      |
|         |            |        |                              | 209051870106030  | 11/1/2018   | 20905187010603025          | 101.38      |
|         |            |        |                              | 209150596909238  | 11/1/2018   | 20915059690923835          | 61.14       |
|         |            |        |                              | 18309            | 11/15/2018  | 7002Z664 S 18309           | 57.35       |
|         |            |        |                              | 209150597811308  | 11/1/2018   | 20915059781130835          | 54.32       |
|         |            |        |                              | 209150244610318  | 11/1/2018   | 20915059690923835          | 47.97       |
|         |            |        |                              | 209150244709268  | 11/1/2018   | 20915024470926835          | 47.97       |
|         |            |        |                              | 18309            | 11/5/2018   | 7002Z665 S 18309           | 39.15       |
|         |            |        |                              | 209150596902923  | 11/1/2018   | 209150596902923835         | 38.94       |
| 53840   | 11/23/2018 | 00018  | FUKUI, KAZ                   | 10312018         | 10/27/2018  | GARDENING SERV/ OCT        | 190.00      |
| 53841   | 11/23/2018 | 00203  | GALLS, LLC                   | 11052018         | 11/5/2018   | 11052018                   | 1,771.02    |
| 53842   | 11/23/2018 | 00696  | GUARDIAN                     | Ben26494         | 11/23/2018  | DENTAL HMO PLAN: PAYMENT   | 4,652.67    |

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**Final Check List**  
**South Bay Regional PCA**

**Bank : union UNION BANK** (Continued)

| <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> |           |
|----------------|-------------|---------------|----------------------------|-----------------|--------------------|----------------------------|--------------------|-----------|
| 53843          | 11/23/2018  | 00025         | HALL, JANEY                | 112318          | 11/23/2018         | RETIREE MED PREM/DEC 2018  | 249.30             | 249.30    |
| 53844          | 11/23/2018  | 00027         | HAVIS INC.                 | 568066          | 11/15/2018         | 568066                     | 4,036.35           |           |
|                |             |               |                            | 565714          | 10/15/2018         | 565714                     | 619.41             |           |
|                |             |               |                            | 565715          | 11/15/2018         | 565715                     | 94.29              | 4,750.05  |
| 53845          | 11/23/2018  | 00542         | HEARTLAND SERVICES, INC    | 191866          | 11/1/2018          | 191866                     | 185.00             | 185.00    |
| 53846          | 11/23/2018  | 00798         | HYDREX PEST CONTROL        | 266946          | 10/24/2018         | 266946                     | 75.00              | 75.00     |
| 53847          | 11/23/2018  | 00272         | HYMES, MARY                | 112318          | 11/23/2018         | RETIREE MED PREM/DEC 2018  | 449.33             | 449.33    |
| 53848          | 11/23/2018  | 00221         | ICMA RETIREMENT TRUST      | Ben26480        | 11/9/2018          | DEFERRED COMPENSATION - 30 | 10,454.62          |           |
|                |             |               |                            | Ben26500        | 11/23/2018         | DEFERRED COMPENSATION - 30 | 10,390.50          | 20,845.12 |
| 53849          | 11/23/2018  | 00760         | LAWLES ENTERPRISES, INC.   | 11223           | 11/5/2018          | 11223                      | 600.00             | 600.00    |
| 53850          | 11/23/2018  | 00442         | LAWSON PRODUCTS, INC.      | 9306211638      | 10/19/2018         | 9306211638                 | 331.63             | 331.63    |
| 53851          | 11/23/2018  | 00345         | LEHR AUTO                  | S118411         | 8/2/2018           | S118411                    | 22,739.12          | 22,739.12 |
| 53852          | 11/23/2018  | 00087         | LIEBERT CASSIDY & WHITMORE | 1467652         | 9/30/2018          | 1467652                    | 148.00             | 148.00    |
| 53853          | 11/23/2018  | 00802         | M JACK BROOKS, JD          | 102018 SBR      | 11/5/2018          | 102018 SBR                 | 13,400.00          | 13,400.00 |
| 53854          | 11/23/2018  | 00116         | MEADORS, LATANYA           | 112318          | 11/23/2018         | RETIREE MED PREM/DEC 2018  | 522.67             | 522.67    |
| 53855          | 11/23/2018  | 00331         | MITSUBISHI ELECTRIC INC    | 338548          | 11/1/2018          | 338548                     | 638.93             | 638.93    |
| 53856          | 11/23/2018  | 00577         | NEW LOOK AUTO DETAIL       | 1994            | 11/14/2018         | 1994                       | 75.00              |           |
|                |             |               |                            | 1992            | 10/31/2018         | 1992                       | 50.00              |           |
|                |             |               |                            | 1983            | 10/17/2018         | 1983                       | 50.00              |           |
|                |             |               |                            | 1978            | 10/4/2018          | 1978                       | 50.00              | 225.00    |
| 53857          | 11/23/2018  | 00754         | OSI HARDWARE, INC          | 20935           | 10/29/2018         | US20935                    | 773.37             | 773.37    |
| 53858          | 11/23/2018  | 00777         | PHILLIPS PLUMBING          | 155392          | 10/17/2018         | 1553925                    | 1,425.00           | 1,425.00  |
| 53859          | 11/23/2018  | 00060         | RIVERA, JOSE               | 112318          | 11/23/2018         | RETIREE MED PREM/DEC 2018  | 822.50             | 822.50    |
| 53860          | 11/23/2018  | 00805         | RONIN MEDIA HOUSE, INC.    | RMH18-135       | 10/18/2018         | RMH18-135                  | 18,520.00          | 18,520.00 |
| 53861          | 11/23/2018  | 00145         | SETINA MFG CO INC          | 168751          | 9/5/2018           | 168751                     | 1,873.60           |           |
|                |             |               |                            | 168752          | 9/5/2018           | 168752                     | 559.00             |           |
|                |             |               |                            | 172171          | 10/30/2018         | 172171                     | 10,776.41          |           |
|                |             |               |                            | 168351          | 8/29/2018          | 168351                     | 5,665.40           |           |
|                |             |               |                            | 172546          | 11/10/2018         | 172546                     | 2,615.26           | 21,489.67 |
| 53862          | 11/23/2018  | 00066         | SHARK STUDIOS INC.         | 163             | 11/1/2018          | 163                        | 225.00             | 225.00    |
| 53863          | 11/23/2018  | 00273         | SHAW, LILLIAN              | 112318          | 11/23/2018         | RETIREE MED PREM/DEC 2018  | 449.33             | 449.33    |
| 53864          | 11/23/2018  | 00803         | SPARKLETTS                 | 110218          | 11/2/2018          | 110218                     | 43.00              | 43.00     |
| 53865          | 11/23/2018  | 00460         | SPECTRUM BUSINESS          | 1133787102418   | 10/24/2018         | 1133787102418              | 1,900.00           | 1,900.00  |
| 53866          | 11/23/2018  | 00302         | SPRINT                     | 155018370085    | 10/29/2018         | 155018370085               | 7,291.92           |           |
|                |             |               |                            | 107177860090    | 10/27/2018         | 107177860090               | 85.98              | 7,377.90  |

Bank : union UNION BANK (Continued)

| Check #                                    | Date       | Vendor | Invoice                   | Inv Date        | Description | Amount Paid               | Check Total |                      |
|--|------------|--------|---------------------------|-----------------|-------------|---------------------------|-------------|----------------------|
| 53867                                      | 11/23/2018 | 00074  | STAPLES INC.              | 603551781080915 | 10/30/2018  | 6035517810809151          | 628.91      | 628.91               |
| 53868                                      | 11/23/2018 | 00126  | STEVENS, DEBORAH          | 112318          | 11/23/2018  | RETIREE MED PREM/DEC 2018 | 464.75      | 464.75               |
| 53869                                      | 11/23/2018 | 00034  | STEVENS, GARY             | 112318          | 11/23/2018  | RETIREE MED PREM/DEC 2018 | 581.48      | 581.48               |
| 53870                                      | 11/23/2018 | 00265  | TESSCO INC                | 646057          | 10/24/2018  | 646057                    | 2,781.11    | 2,781.11             |
| 53871                                      | 11/23/2018 | 00038  | TORRANCE ELECTRONICS      | 04213           | 10/31/2018  | 04213                     | 223.05      | 223.05               |
| 53872                                      | 11/23/2018 | 00703  | TUFFY SECURITY PRODUCTS   | 146944          | 10/12/2018  | 146944                    | 1,745.34    | 1,745.34             |
| 53873                                      | 11/23/2018 | 00149  | U.S. HEALTHWORKS MED GROU | 3411508         | 10/12/2018  | 3411508                   | 344.00      |                      |
|  |            |        |                           | 3414971         | 10/19/2018  | 3414971                   | 344.00      |                      |
|  |            |        |                           | 3421971         | 11/2/2018   | 3421971                   | 344.00      | 1,032.00             |
| 53874                                      | 11/23/2018 | 00171  | VERIZON WIRELESS          | 9817131368      | 10/23/2018  | 9817131368                | 1,283.60    |                      |
|  |            |        |                           | 9816741563      | 10/18/2018  | 9816741563                | 674.19      |                      |
|  |            |        |                           | 9817057152      | 10/23/2018  | 9817057152                | 342.23      |                      |
|  |            |        |                           | 9816741563      | 10/18/2018  | 9816741563                | 253.50      |                      |
|  |            |        |                           | 9817072701      | 10/23/2018  | 9817072701                | 232.13      |                      |
|  |            |        |                           | 9817057153      | 10/23/2018  | 9817057153                | 38.03       | 2,823.68             |
| 53875                                      | 11/23/2018 | 00481  | WAYTEK, INC.              | 233780          | 10/25/2018  | 233780                    | 383.91      | 383.91               |
| 53876                                      | 11/23/2018 | 00131  | WEISMAN, LUCIA            | 112318          | 11/23/2018  | RETIREE MED PREM/DEC 2018 | 197.76      | 197.76               |
| 53877                                      | 11/23/2018 | 00299  | WYENN & ASSOCIATES        | 00299           | 11/4/2018   | 110418                    | 550.00      | 550.00               |
| <b>Sub total for UNION BANK:</b>           |            |        |                           |                 |             |                           |             | 732,732.72           |
| Minus amount reported on 10/26/18 register |            |        |                           |                 |             |                           |             | 153,834.06           |
| <b>Total 11/09/2018</b>                    |            |        |                           |                 |             |                           |             | <b>\$133,253.30</b>  |
| <b>Total 11/23/18</b>                      |            |        |                           |                 |             |                           |             | <b>\$ 445,645.36</b> |

81 checks in this report.

Grand Total All Checks: 732,732.72




# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** December 18, 2018

**ITEM NUMBER:** C3

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director 

**SUBJECT:** 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.

**ATTACHMENTS:** None

### **RECOMMENDATION**

Staff recommends that the Executive Committee approve a change purchase order to M Jack Brooks, JD 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.

### **DISCUSSION**

On August 21, 2018, the Executive Committee authorized the Executive Director to execute an agreement with a consulting firm for finance and accounting services in an amount not to exceed \$50,000 and approve a purchase order for these services. On August 29, 2018, the Authority entered into an agreement with M Jack Brooks, JD for these services. As of December 1, 2018, \$40,200 has been expended on these contract services.

The Authority is actively recruiting for its vacant Finance & Performance Audit Manager position and anticipates filling this position by the end of February 2019. The vendor has agreed to continue providing financial consulting services until this position is filled.

The requested change purchase order and corresponding budget transfer are necessary to ensure the continuity of these services provided by the vendor.

**FISCAL IMPACT**

None. Funding for these services will continue to come from the salary savings associated with the vacant position.




# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** December 18, 2018

**ITEM NUMBER:** C4

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director 

**SUBJECT:** 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.

**ATTACHMENTS:** None

### RECOMMENDATION

Staff recommends that the Executive Committee 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.

### DISCUSSION

On May 30, 2018, the Executive Committee authorized the Executive Director to execute an agreement with MuniTemps for accounting services and approve a corresponding purchase order in an amount not to exceed \$50,000. These services began in July 2018 and have centered around accounts payable, accounts receivable, and payroll activities. As of this date, nearly all of this amount has been expended.

Staff anticipates hiring an Accountant in the next few months. However, until this recruitment can be completed, additional temporary services are needed from the vendor to ensure the Authority's routine business continues on without interruption.

### FISCAL IMPACT

None. Funding for these services will continue to come from the salary savings associated with the vacant position.





# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** December 18, 2018

**ITEM NUMBER:** C5

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director 

**SUBJECT:** EXECUTIVE DIRECTOR'S AMENDED AND RESTATED EMPLOYMENT AGREEMENT

**ATTACHMENTS:**

1. Amended and Restated Employment Agreement
2. Tracked Changes of Agreement

### **RECOMMENDATION**

Staff recommends that the Executive Committee approve the Executive Director's Amended and Restated Employment Agreement.

### **DISCUSSION**

On April 9, 2018, the Authority entered into an agreement with Erick Lee, employing him in the position of Executive Director of the Authority. Under the terms of this agreement, the Executive Committee agreed to conduct a performance evaluation upon Mr. Lee's completion of six (6) months of services with consideration for a possible merit based increase in his basic salary. Additionally, both parties have requested that other aspects of the agreement be amended. A summary of the changes proposed under this amendment are as follows:

1. Merit based increase to basic salary of 3%.
2. Increase of \$300 per month to cafeteria allowance for medical/dental.
3. Increase of deferred compensation to a total of \$18,500 per year.
4. Elimination of requirement to provide an Authority-owned cell phone.
5. Change to the procedure for requesting approval for overnight travel expenditures.
6. Clarification to eligible holidays.
7. Change the CalPERS retirement formula from "2% at 55" to "2% at 60" in accordance with the Authority's contract with CalPERS.

8. Inclusion in the Authority's vision insurance plan.
9. Clarification of language related to severance payment.
10. Clarification of language related to payment of unused General Leave.

A detailing of the changes which are proposed for this agreement are included as Attachment #2 to this report.

# ATTACHMENT #1

Agenda Item C5

## AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("Agreement") is made and entered into as of **December 18, 2018**, by and between **South Bay Regional Public Communications Authority** ("Authority") and **Erick B. Lee** ("Lee") (collectively "Parties"), with reference to the following facts and circumstances:

### RECITALS:

WHEREAS, the Authority seeks to hire Lee on a full time basis in the position of Executive Director of the Authority;

WHEREAS, the Executive Committee of Authority finds that the position of Executive Director requires specialized skills;

WHEREAS, the Executive Committee of the Authority finds that Lee possesses these specialized skills, and wishes to hire Lee as full time Executive Director until such time as the Authority deems Lee's services are no longer necessary;

WHEREAS, Lee has agreed to make himself available to the Authority, to do whatever is necessary and to spend whatever amount of time is necessary to carry out all the responsibilities of the Authority's full time Executive Director; and

WHEREAS, Authority desires to employ Lee and Lee desires to be employed by Authority for the purposes and on the terms and conditions set forth in this Agreement.; and

WHEREAS, the Parties entered into that certain Employment Agreement, dated as of April 9, 2018; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and Lee agree as follows:

**1. Employment.** Authority hereby employs Lee for the purposes and on the terms and conditions set forth in this Agreement. The parties agree that the only rights and benefits accruing to Lee are those afforded under this Agreement so that any implied rights under the law are expressly excluded. Authority shall employ Lee as the Executive Director for the Authority reporting directly to the Executive Committee of Authority. Lee shall serve as Executive Director and be shall be responsible for and shall perform all acts and duties incident hereto, including, but not limited to, the following: Performing all duties and responsibilities of Executive Director as set forth in the appropriate job description of Executive Director and Executive Committee Policies of the Authority now or hereafter adopted and such other duties and responsibilities as from time to time may now or hereafter be assigned to the Executive Director by the Executive Committee.

Lee's employment is on a full-time and "best efforts" basis, meaning that during the term of this Agreement, Lee shall not accept any full or part-time employment or self-employment, including without limitation as an independent consultant, after working hours or otherwise, without the prior written consent of Authority, which may be given, withheld, or conditioned in Authority's sole and absolute discretion. Lee shall devote his full energies, interests, abilities, and productive time to the performance of his duties and responsibilities under this Agreement.

Lee shall work a 4/10 flex schedule unless otherwise directed by the Authority, but the Parties agree that Lee shall commit as many hours and as much effort required to manage the Authority's operations.

## **2. Term of Employment.**

Lee shall serve as Executive Director at the will of the Authority's Executive Committee. The terms of this Agreement are effective for a contract term of three years beginning April 9, 2018 ("Term"), to be evaluated as set forth in this Agreement. The Parties desire that Lee be employed by Authority for the full three (3) years, but this Agreement is not for a specific term as Lee and Authority expressly agree that Lee's employment with the Authority is at-will and that employment may be terminated at any time, with or without cause, by either party. Unless earlier terminated, this Agreement will expire on April 9, 2021, and employment beyond that date will be subject to the Parties executing a new agreement.

## **3. Compensation.**

**a. Basic Salary.** During the Term of this Agreement, Authority shall pay a basic salary to Lee at the rate of \$16,666.66 per month, payable in bi-weekly equal installments (\$200,000.00 per year annualized total), subject to such deductions and withholdings as Authority may from time to time be required to make pursuant to applicable law, governmental regulation or order. Effective the first full pay period following Lee's completion of the first six (6) months of services with the Authority, this basic salary shall be increased by 3% to \$17,166.66 per month, subject to the same deductions and withholdings as specified above.

**b. Annual Performance Evaluation.** Upon completion of the first six (6) months of services with the Authority, and then upon completion of every year of service with the Authority, the Executive Committee of the Authority shall conduct an annual evaluation of Lee's performance. Upon completion of the annual performance evaluation the Executive Committee may, at its sole discretion, award Lee a merit based increase in his basic Salary of up to a 5% wage increase based on factors including but not limited to Lee's performance during the past year and adjustments relative to increases in base pay provided to Lee's subordinates.

**c. Automobile Allowance.** Authority will pay Lee an automobile allowance of \$600.00 per month, payable in bi-weekly equal installment (\$7,200.00 per year annualized total), subject to such deductions and withholdings as Authority may from time to time be required to make pursuant to applicable law, governmental regulation or order.

**d. Medical/Dental Cafeteria Allowance.** Authority will provide Lee a medical/dental cafeteria allowance of \$ 1,800 per month (\$21,600 per year annualized total) effective April 9, 2018, the first day of Lee’s services as Executive Director of the Authority, subject to such deductions and withholdings as Authority may from time to time be required to make pursuant to applicable law, governmental regulation or order.

**e. Life Insurance.** Authority will provide Lee group life insurance in the amount of \$100,000.00 on the first day of the month following his commencement as Executive Director in accordance with the provisions of any contract between the Authority and any company or companies of the Authority’s choosing.

**f. Deferred Compensation.** Authority will contribute an amount equal to \$1,541.66 per month (\$18,500 per year annualized total) as deferred compensation for Lee’s benefit into the Authority’s deferred compensation plan effective April 9, 2018, the first day of Lee’s services as Executive Director of the Authority.

**g. Cell Phone Expense.** Lee has declined the use of an Authority-owned cell-phone during his tenure as Executive Director.

**h. Reimbursement for Business Expenses.** Lee shall be compensated only as provided in this Agreement. Authority recognizes that certain expenses of a non-personal and general job related nature may be incurred by Lee and accordingly, Authority, pursuant to its expense reimbursement policy, agrees to reimburse Lee for such reasonable expenses as are submitted to Authority for approval. Any such requests for reimbursement, including local parking fees, shall be accompanied by expense receipts, statements, or personal affidavits and audits thereof in a like manner as other demands against the Authority. Lee shall not incur any overnight travel expenses without prior written approval of the Chair of the Executive Committee.

**i. General Leave Accrual; Holidays.** Lee shall accrue general leave at the rate of 20 hours for every one (1) month of continuous service. Provided however that Lee shall not accrue/accumulate general leave in excess of 336 hours. Lee shall have the ability to cash out 50% of his accrued general leave each year.

Lee shall also be entitled to take off the following fixed public holidays during which the Authority's administrative offices shall be closed or which may otherwise be established by a resolution of the Executive Committee: 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.

**j. Fringe Benefits.**

**1. Retirement.** The Authority has contracted with the California Public Employees Retirement System (CalPERS) for coverage for Classic Members under the basic plan for non-safety employees without modifications. All full-time employees are

required to belong to the system. The Authority's retirement coverage formula of 2% shall be effective at sixty (60) years of age.

**2. Vision Plan.** Lee and his dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between Authority and the insuring agency. The Authority shall pay one hundred percent of the premium charged.

**3.** Lee shall not receive fringe benefits of any kind from the Authority other than those specifically stated herein. Authority shall provide liability insurance coverage for Lee's acts within the course and scope of his duties as the Authority's Executive Director.

**4. Termination.**

**a. Separation.** (Employment At-Will) Either Authority or Lee may terminate this Agreement at any time with or without cause by delivering written notice of its election to the other.

**b. Termination upon Disability.** Lee's employment with Authority shall cease upon the date of his death or physical or mental disability to the extent that Lee becomes disabled for more than thirty (30) consecutive days or sixty (60) days in the aggregate in any 12-month period to perform his duties on a full-time basis. Upon termination for death or physical or mental disability, Lee shall be entitled to receive the compensation described in Section 3 through the date of termination of this Agreement.

**c. Separation - Severance.** In the event of the Authority's termination of this Agreement without cause, the Authority shall pay Lee a severance payment equal to his current monthly salary as described in Section 3(a) of this Agreement and as may have been increased by the Authority, exclusive of all benefits, multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than six (6) months, the maximum cash settlement shall be an amount equal to his monthly salary multiplied by 6. All severance payments shall be made to Lee within thirty (30) days of the effective date of his involuntary separation.

**d. Termination - No Severance.** If Lee's employment is terminated by Authority because he has been found guilty of acts of moral turpitude or misusing or abusing his office or position, as solely determined by the Authority, then Lee shall not be entitled to a Severance as stated in Section 4(c) of this Agreement. In that case, Lee shall receive only the monthly compensation described in Section 3(a) above earned to the date of termination.

**e. Termination - Accrued Leave.** Upon the conclusion of this Agreement or if either party terminates this Agreement, Lee shall be paid for accrued unused General Leave not to exceed a maximum of 336 hours.

**5. Miscellaneous.**

**a. Confidential Information.** Lee acknowledges and stipulates that in the performance of his duties, the Authority discloses and entrusts him with certain confidential or proprietary information. Lee agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the forms of records, lists, data, personnel information, drawings, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Lee during Lee's relationship with the Authority unless such disclosure is authorized by the Authority in writing, required by law, or required in the performance of the duties of the Executive Director. This provision shall survive the termination or expiration of this Agreement.

**b. Assignment.** This Agreement is for the unique personal services of Lee and may not be assigned by Lee without the expressed written consent of Authority. Except as so provided, this Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

**c. Severability.** Each provision, sub provision or term of this Agreement is intended to be severable and shall continue in full force and effect although other provisions herein may be determined invalid or void for any reason.

**d. Incorporation.** The Recitals are true and correct and incorporated into this Agreement by this reference.

**e. Attorneys' Fees.** In the event suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees, including without limitation those costs and fees incurred upon any appeal, as awarded by the court.

**f. Entire Agreement; Amendments.** This Agreement contains the entire agreement of the Parties with respect to the subject matter covered hereby and may be amended, waived or terminated only by an instrument in writing signed by the parties hereto. This Agreement shall be interpreted according to its fair meaning and not for or against the Party which drafted same.

**g. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**h. Governing Law.** This Agreement has been executed in the State of California and shall be governed in accordance with the laws, rules and regulations of the State of California in every respect. This Agreement is further subject to Authority's By-Laws and the Board's policies, rules and regulations as now or hereafter adopted.

**i. Conflict of Laws.** This Agreement shall prevail in the event there is a conflict between this Agreement and any Board policies, rules and regulations adopted hereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.



**SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY**

**ERICK B. LEE**

By: \_\_\_\_\_  
Edward Medrano  
Chair of the Executive Committee

By: \_\_\_\_\_  
Erick B. Lee

## ATTACHMENT #2

### Agenda Item C5

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Amended and Restated Employment Agreement ("Agreement") is made and entered into as of ~~April 9, 2018~~December 18, 2018, by and between **South Bay Regional Public Communications Authority** ("Authority") and **Erick B. Lee** ("Lee") (collectively "Parties"), with reference to the following facts and circumstances:

**RECITALS:**

WHEREAS, the Authority seeks to hire Lee on a full time basis in the position of Executive Director of the Authority;

WHEREAS, the Executive Committee of Authority finds that the position of Executive Director requires specialized skills;

WHEREAS, the Executive Committee of the Authority finds that Lee possesses these specialized skills, and wishes to hire Lee as full time Executive Director until such time as the Authority deems Lee's services are no longer necessary;

WHEREAS, Lee has agreed to make himself available to the Authority, to do whatever is necessary and to spend whatever amount of time is necessary to carry out all the responsibilities of the Authority's full time Executive Director; and

WHEREAS, Authority desires to employ Lee and Lee desires to be employed by Authority for the purposes and on the terms and conditions set forth in this Agreement.; and

WHEREAS, the Parties entered into that certain Employment Agreement, dated as of April 9, 2018; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and Lee agree as follows:

**1. Employment.** Authority hereby employs Lee for the purposes and on the terms and conditions set forth in this Agreement. The parties agree that the only rights and benefits accruing to Lee are those afforded under this Agreement so that any implied rights under the law are expressly excluded. Authority shall employ Lee as the Executive Director for the Authority reporting directly to the Executive Committee of Authority. Lee shall serve as Executive Director and be shall be responsible for and shall perform all acts and duties incident hereto, including, but not limited to, the following: Performing all duties and responsibilities of Executive Director as set forth in the appropriate job description of Executive Director and Executive Committee Policies of the Authority now or hereafter adopted and such other duties and responsibilities as from time to time may now or hereafter be assigned to the Executive Director by the Executive Committee.

Lee's employment is on a full-time and "best efforts" basis, meaning that during the term of this Agreement, Lee shall not accept any full or part-time employment or self-employment, including without limitation as an independent consultant, after working hours or otherwise, without the prior written consent of Authority, which may be given, withheld, or conditioned in Authority's sole and absolute discretion. Lee shall devote his full energies, interests, abilities, and productive time to the performance of his duties and responsibilities under this Agreement.

Lee shall work a 4/10 flex schedule unless otherwise directed by the Authority, but the Parties agree that Lee shall commit as many hours and as much effort required to manage the Authority's operations.

## **2. Term of Employment.**

Lee shall serve as Executive Director at the will of the Authority's Executive Committee. The terms of this Agreement are effective for a contract term of three years beginning April 9, 2018 ("Term"), to be evaluated as set forth in this Agreement. The Parties desire that Lee be employed by Authority for the full three (3) years, but this Agreement is not for a specific term as Lee and Authority expressly agree that Lee's employment with the Authority is at-will and that employment may be terminated at any time, with or without cause, by either party. Unless earlier terminated, this Agreement will expire on April 9, 2021, and employment beyond that date will be subject to the Parties executing a new agreement.

## **3. Compensation.**

**a. Basic Salary.** During the Term of this Agreement, Authority shall pay a basic salary to Lee at the rate of \$16,666.66 per month, payable in bi-weekly equal installments (\$200,000.00 per year annualized total), subject to such deductions and withholdings as Authority may from time to time be required to make pursuant to applicable law, governmental regulation or order. Effective the first full pay period following Lee's completion of the first six (6) months of services with the Authority, this basic salary shall be increased by 3% to \$17,166.66 per month, subject to the same deductions and withholdings as specified above.

**b. Annual Performance Evaluation.** Upon completion of the first six (6) months of services with the Authority, and then upon completion of every year of service with the Authority, the Executive Committee of the Authority shall conduct an annual evaluation of Lee's performance. Upon completion of the annual performance evaluation the Executive Committee may, at its sole discretion, award Lee a merit based increase in his basic Salary of up to a 5% wage increase based on factors including but not limited to Lee's performance during the past year and adjustments relative to increases in base pay provided to Lee's subordinates.

**c. Automobile Allowance.** Authority will pay Lee an automobile allowance of \$600.00 per month, payable in bi-weekly equal installment (\$7,200.00 per year annualized total), subject to such deductions and withholdings as Authority may from time to time be required to make pursuant to applicable law, governmental regulation or order.

**d. Medical/Dental Cafeteria Allowance.** Authority will provide Lee a medical/dental cafeteria allowance of \$ ~~1,500.00~~1,800 per month (~~\$18,000~~21,600 per year annualized total) effective April 9, 2018, the first day of Lee's services as Executive Director of the Authority, subject to such deductions and withholdings as Authority may from time to time be required to make pursuant to applicable law, governmental regulation or order.

**e. Life Insurance.** Authority will provide Lee group life insurance in the amount of \$100,000.00 on the first day of the month following his commencement as Executive Director in accordance with the provisions of any contract between the Authority and any company or companies of the Authority's choosing.

**f. Deferred Compensation.** Authority will contribute an amount equal to \$~~770.83~~1,541.66 per month (~~\$9,250.00~~18,500 per year annualized total) as deferred compensation for Lee's benefit into the Authority's deferred compensation plan beginning after Lee's first full year effective April 9, 2018, the first day of Lee's services as Executive Director of the Authority.

**g. Cell Phone Expense.** Lee ~~shall be provided~~has declined the use of an Authority-owned cell-phone during his tenure as Executive Director.

**h. Reimbursement for Business Expenses.** Lee shall be compensated only as provided in this Agreement. Authority recognizes that certain expenses of a non-personal and general job related nature may be incurred by Lee and accordingly, Authority, pursuant to its expense reimbursement policy, agrees to reimburse Lee for such reasonable expenses as are submitted to Authority for approval. Any such requests for reimbursement, including local parking fees, shall be accompanied by expense receipts, statements, or personal affidavits and audits thereof in a like manner as other demands against the Authority. Lee shall not incur any overnight travel expenses without prior written approval of the Chair of the Executive Committee.

**i. General Leave Accrual; Holidays.** Lee shall accrue general leave at the rate of 20 hours for every one (1) month of continuous service. Provided however that Lee shall not accrue/accumulate general leave in excess of 336 hours. Lee shall have the ability to cash out 50% of his accrued general leave each year.

Lee shall also be entitled to take off the following fixed public holidays during which the Authority's administrative offices shall be closed or which may otherwise be established by a resolution of the Executive Committee: 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.

**j. Fringe Benefits.**

**1. Retirement.** The Authority has contracted with the California Public Employees Retirement System (CalPERS) for coverage for Classic Members under the basic plan for non-safety employees without modifications. All full-time employees are

required to belong to the system. The Authority's retirement coverage formula of 2% shall be effective at ~~fifty-fivesixty~~ (5560) years of age.

**2. Vision Plan.** Lee and his dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between Authority and the insuring agency. The Authority shall pay one hundred percent of the premium charged.

~~**3.** The Authority shall not be deemed responsible to provide for Lee any financial or other obligation which is provided to regular employees of the Authority.~~ Lee shall not receive fringe benefits of any kind from the Authority other than those specifically stated herein. Authority shall provide liability insurance coverage for Lee's acts within the course and scope of his duties as the Authority's Executive Director.

**4. Termination.**

**a. Separation.** (Employment At-Will) Either Authority or Lee may terminate this Agreement at any time with or without cause by delivering written notice of its election to the other.

**b. Termination upon Disability.** Lee's employment with Authority shall cease upon the date of his death or physical or mental disability to the extent that Lee becomes disabled for more than thirty (30) consecutive days or sixty (60) days in the aggregate in any 12-month period to perform his duties on a full-time basis. Upon termination for death or physical or mental disability, Lee shall be entitled to receive the compensation described in Section 3 through the date of termination of this Agreement.

**c. Separation - Severance.** In the event of ~~Lee's separation from the Authority by either party~~the Authority's termination of this Agreement without cause, Lee shall receivethe Authority shall pay Lee a severance payment equal to his current monthly salary six (6) times his current monthly compensation as described in Section 3(a) of this Agreement and as may have been increased by the Authority, ~~exclusive of all benefits, multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than six (6) months, the maximum cash settlement shall be an amount equal to his monthly salary multiplied by 6. All severance payments shall be made to Lee within thirty (30) days of the effective date of his involuntary separation.~~

**d. Termination - No Severance.** If Lee's employment is terminated by Authority because he has been found guilty of acts of moral turpitude or misusing or abusing his office or position, as solely determined by the Authority, then Lee shall not be entitled to a Severance as stated in Section 4(c) of this Agreement. In that case, Lee shall receive only the monthly compensation described in Section 3(a) above earned to the date of termination.

e. **Termination - Accrued Leave.** Upon the conclusion of this Agreement or If-if Authority either party terminates the-this agreement Agreement, then Lee shall ~~also~~ be paid for accrued unused General Leave not to exceed a maximum of 336 hours.

**5. Miscellaneous.**

a. **Confidential Information.** Lee acknowledges and stipulates that in the performance of his duties, the Authority discloses and entrusts him with certain confidential or proprietary information. Lee agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the forms of records, lists, data, personnel information, drawings, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Lee during Lee's relationship with the Authority unless such disclosure is authorized by the Authority in writing, required by law, or required in the performance of the duties of the Executive Director. This provision shall survive the termination or expiration of this Agreement.

b. **Assignment.** This Agreement is for the unique personal services of Lee and may not be assigned by Lee without the expressed written consent of Authority. Except as so provided, this Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

c. **Severability.** Each provision, sub provision or term of this Agreement is intended to be severable and shall continue in full force and effect although other provisions herein may be determined invalid or void for any reason.

d. **Incorporation.** The Recitals are true and correct and incorporated into this Agreement by this reference.

e. **Attorneys' Fees.** In the event suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees, including without limitation those costs and fees incurred upon any appeal, as awarded by the court.

f. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the Parties with respect to the subject matter covered hereby and may be amended, waived or terminated only by an instrument in writing signed by the parties hereto. This Agreement shall be interpreted according to its fair meaning and not for or against the Party which drafted same.

g. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

h. **Governing Law.** This Agreement has been executed in the State of California and shall be governed in accordance with the laws, rules and regulations of the State of California in every respect. This Agreement is further subject to Authority's By-Laws and the Board's policies, rules and regulations as now or hereafter adopted.

**i. Conflict of Laws.** This Agreement shall prevail in the event there is a conflict between this Agreement and any Board policies, rules and regulations adopted hereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY**

**ERICK B. LEE**

By: \_\_\_\_\_

{Name}Edward Medrano  
{Title}Chair of the Executive Committee

By: \_\_\_\_\_

Erick B. Lee





# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** December 18, 2018

**ITEM NUMBER:** C6

**TO:** Executive Committee

**FROM:** John Krok, Administrative Services Manager *JK*

**SUBJECT:** APPROVE A CHANGE PURCHASE ORDER TO WHELEN ENGINEERING COMPANY FOR SUPPLIES AND EQUIPMENT IN THE AMOUNT OF \$40,000

**ATTACHMENT:** None

### **RECOMMENDATION**

Staff recommends that the Executive Committee approve a change purchase order to Whelen Engineering Company in the amount of \$40,000 for supplies and equipment.

### **DISCUSSION**

On June 19, 2018, the Executive Committee approved a blanket purchase order in the amount of \$10,000 to Whelen Engineering Company (Whelen). Whelen is one of two vendors used by the Authority as its source for emergency lighting and siren equipment, which is used for upfitting its member and contract agencies' public safety vehicles. The vendor provides lighting and siren equipment that meets or exceeds both state and federal laws. The Authority is an authorized reseller for Whelen and receives a 40% discount all of Whelen parts.

Based on a mid-year review of work conducted through November 30, 2018 and projections for the remainder of the fiscal year, the staff has determined that the Authority will need to procure more equipment from this vendor than originally anticipated. As such, a change order in the amount of \$40,000 for this vendor is requested, which would bring the total amount of this purchase order to \$50,000.

### **FISCAL IMPACT**

Funds for this change order, which total \$40,000, are included in the Fiscal Year 2018/19 Adopted Budget. Additionally, all costs associated with the upfitting of vehicles are 100% reimbursable by the member or contract agencies requesting the service.



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** December 18, 2018

**ITEM NUMBER:** C7

**TO:** Executive Committee

**FROM:** John Krok, Administrative Services Manager *JK*

**SUBJECT:** APPROVE A CHANGE PURCHASE ORDER TO HAVIS INCORPORATED IN THE AMOUNT OF \$45,000 FOR SUPPLIES AND EQUIPMENT

**ATTACHMENT:** None

### **RECOMMENDATION**

Staff recommends that the Executive Committee approve a change purchase order to Havis Incorporated in the amount of \$45,000 for supplies and equipment.

### **DISCUSSION**

On June 19, 2018, the Executive Committee approved a blanket purchase order in the amount of \$45,000 to Havis, Inc. (Havis). Havis is a manufacturer of mobile workspace solutions for public safety and public works vehicles. Their products include laptops, tablets, docking stations, cradles, prisoner transport accessories, and K9 transportation equipment. Havis provides a wide variety of safe, secure, and up-to-date mobile mounting solutions, which are used for upfitting the Authority's member and contract agencies' public safety vehicles. The Authority is an authorized reseller for Havis, Inc. and receives a 37% discount of all Havis parts. These discounts are passed along to owner and contract cities alike.

Based on a mid-year review of work conducted through November 30, 2018 and projections for the remainder of the fiscal year, staff has determined that the Authority will need to procure more supplies and equipment from this vendor than originally anticipated. As such, a change order in the amount of \$45,000 for this vendor is requested, which would bring the total amount of this purchase order to \$90,000.

### **FISCAL IMPACT**

Funds for this change order, which total \$45,000, are included in the Fiscal Year 2018/19 Adopted Budget. Additionally, all costs associated with the upfitting of vehicles are 100% reimbursable by the member or contract agencies requesting the service.



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** December 20, 2018  
**ITEM NUMBER:** E1  
**TO:** Executive Committee  
**FROM:** Erick B. Lee, Executive Director

A blue ink handwritten signature, appearing to be "Erick B. Lee", is written over the name in the "FROM:" field.

**SUBJECT:** RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY APPROVING AN AMENDED POSITION CLASSIFICATION PLAN TO FACILITATE THE ADMINISTRATION OF PERSONNEL AND REPEALING RESOLUTION NO. 41 AND ALL AMENDMENTS THEREOF

**ATTACHMENTS:** 1. Resolution No. 320  
2. Resolution No. 41

### **RECOMMENDATION**

Staff recommends that the Executive Committee adopt Resolution No. 320 approving an amended Position Classification Plan and repealing Resolution No. 41 and all amendments thereof.

### **BACKGROUND**

With the adoption of Resolution No. 41 on March 18, 1981, the Board of Directors established a Position Classification Plan as required by the Authority's Rules and Regulations for the Administration of the Competitive Service System. This Position Classification Plan established all positions in the classified and unclassified service of the Authority and specified the job descriptions for each of these positions.

This plan has been amended from time to time since its establishment in 1981. Each amendment has been a stand-alone resolution that changed, established, or repealed a specific job description. There has not been a comprehensive update to this plan since its inception. The purpose of this resolution is to update all of the Authority's job descriptions and provide for one central Position Classification Plan document that staff can use to manage the workforce.

**DISCUSSION**

Besides updating job description language and formatting, this resolution would restate job description changes adopted earlier this year by the Executive Committee and establish the Authority's authorized positions as follows:

- Accountant
- Administrative Intern (Part-Time)
- Administrative Services Manager
- Communications Operator
- Communications Supervisor
- Executive Assistant
- Executive Director
- Finance & Performance Audit Manager
- Operations Manager
- Public Safety Communications Specialist I
- Public Safety Communications Specialist II

With the exception of the Executive Director, all full-time employees are part of the Authority's Competitive Service System. Under the Authority's Memoranda of Understanding (MOUs) with its three bargaining groups, the Authority retains the exclusive right to determine the content of job classifications.

**FISCAL IMPACT**

None.

# ATTACHMENT #1

## Agenda Item E1

**RESOLUTION NO. 320**

**RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY APPROVING AN AMENDED POSITION CLASSIFICATION PLAN TO FACILITATE THE ADMINISTRATION OF PERSONNEL AND REPEALING RESOLUTION NO. 41 AND ALL AMENDMENTS THEREOF**

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

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

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

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

**WHEREAS**, the Executive Committee, as the governing board of the Authority, has now determined, as a matter of policy, that an amended Position Classification Plan should be approved so as to maintain the efficiency of the Authority's operations.

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Committee of the South Bay Regional Public Communications Authority does hereby adopt the following plan:

**SECTION 1. Class Descriptions:** The descriptions of classes of positions contained in the position classification plan cover all positions in the classified and unclassified service of the Authority. Each class description brings together similar positions into a single group for which the same title is used. The descriptions are intended to be descriptive and explanatory, rather than prescribing restrictions as to duties and responsibilities. Each class description includes a class title, definition, examples of typical duties, a statement of minimum qualifications, including training, education and experience, knowledge, skills and abilities and license or certificate requirements which it is desirable that employees possess.

**SECTION 2. Class Title:** The "class title" is the official label for the class, and is intended to provide a brief descriptive name for positions in the class, and indicate the occupational area of work and the level. By using the prescribed class titles on payrolls, budget estimates, personnel reports, and other official personnel actions dealing with positions of that class, positions will be readily identifiable and all positions will have clearly defined meanings.

**SECTION 3. Job Summary:** The section covering "job summary" provides a short summary of the class content and level. It is introduced by one of the following phrases indicating the level of supervision received:

- (a) Under immediate supervision - Indicating that methods of performing tasks are explained in specific terms and details of the tasks are reviewed by a supervisor while work is in progress and upon completion.
- (b) Under general supervision - indicating that methods of performing tasks are outlined or explained in general terms and work is reviewed by a supervisor upon completion.
- (c) Under direction - indicating that methods of performing tasks are usually left to the judgment of the employee with a supervisor giving occasional instructions, advice, and decisions. Work is reviewed upon completion.
- (d) Under general direction - indicating that methods of performing tasks are the responsibility of the employee, as long as performed within established policies, or as prescribed by rules and regulations and that work is reviewed only periodically to assure conformance and to measure results.
- (e) Under general administrative direction - indicating that methods of performing tasks are the full responsibility of the employee who has wide latitude in interpreting and applying policies, rules and regulations, and whose performance is measured by total results.

Each job summary is concluded by the phrase "and performs other related duties as assigned." This indicates that the specification is not restrictive and that reasonable related duties and responsibilities may be assigned as necessary. This clause is not intended, however, to allow the assignment of completely unrelated duties for a majority of the time. When such major change is necessary, a review of the classification becomes appropriate.

**SECTION 4. Major Duties:** The "major duties" section is intended to provide a listing of illustrative examples of significant duties which may be performed by employees in the class. The list is not intended to describe all of the work involved in all positions in the class (or even one position in the class), but to illustrate, through use of common and typical examples, the essential nature of the work. In the classes including more than one position, the typical tasks reflect a composite picture of the work of the various individuals whose positions are allocated to the class.

**SECTION 5. Minimum Qualifications:** The "minimum qualifications" section is a statement of the minimum training, education and experience considered acceptable for employment in the class, together with a list of the particular knowledge, skills and abilities which should be possessed or learned in order to render satisfactory performance.

The qualifications were developed with the following considerations in mind:

- (a) The training, education and experience requirements are intended as general guides setting forth the standard or "norm" against which the qualifications of applicants for employment may be measured. It is intended that reasonable equivalent combinations of training and experience be considered appropriate in future hirings and that discretion be vested in the Executive Director to determine acceptable equivalents.
- (b) The list of knowledge, skills and abilities is not intended to be all that is required. Such qualifications as honesty, diligence and loyalty are not mentioned. These personal traits are required of all employees. Prospective employees must also, of course, meet Authority standards as to physical condition and related matters.

**SECTION 6. Classification Plan Adopted:** The following class descriptions are hereby adopted and respectively set forth to cover all positions within the classified and unclassified said Authority, to wit:

Classification

Accountant

Administrative Intern

Administrative Services Manager

Communications Operator

Communications Supervisor

Executive Assistant

Executive Director

Finance & Performance Audit Manager

Operations Manager

Public Safety Communications Specialist I

Public Safety Communications Specialist II

**SECTION 7.** Resolution No. 41, passed and adopted on March 18, 1981, and all amendments thereof are hereby repealed.

**SECTION 8.** This resolution shall become effective immediately, and shall remain in full force and effect until the further order of the Executive Committee. It is provided, however, that the Executive Committee hereby reserves the right, power and authority to make any changes in the class descriptions which may hereafter be considered necessary.

Passed, approved, and adopted in a meeting held on the 18<sup>th</sup> day of December, 2018 by the following vote:



Ayes:  
Noes:  
Absent:  
Abstain:

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Edward Medrano, Chair  
Executive Committee

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Erick B. Lee, Secretary  
Executive Committee

## ACCOUNTANT

### **JOB SUMMARY**

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

### **MAJOR DUTIES**

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

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

- Provides guidance to administrative staff from various departments regarding accounting related procedures.
- May assist in conducting management, process and organizational studies including workflow analysis, revenue and expense forecasting, process re-engineering, and long range planning.
- May assist in conducting research and performing internal management audit reviews as directed by the Executive Director.
- Provides excellent customer service.
- Performs related duties as assigned.

**MINIMUM QUALIFICATIONS:**

EDUCATION:

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

EXPERIENCE:

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

**KNOWLEDGE, SKILLS, AND ABILITIES**

KNOWLEDGE OF:

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

SKILL IN:

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

ABILITY TO:

- Plan, organize, and execute all accounting, budgeting, and financial reporting functions.
- Process payroll, accounts receivable, and accounts payable invoices and checks.

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

## **ADMINISTRATIVE INTERN (PART-TIME)**

### **JOB SUMMARY**

Under general supervision, provides short-term staff support to an Authority department, division, function, or special project. Assists in performing specific and miscellaneous duties as assigned, and do related work as required. The position will expose students to career options within a local government environment.

### **MAJOR DUTIES**

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

- Assists in collecting data for department studies, functions, and/or projects.
- Performs basic research.
- Analyzes data.
- Writes reports and summaries.
- Assists in budget preparation and maintenance.
- Uses a personal computer and maintains appropriate records and files.
- Interact with the public in person or via a telephone.
- Assist in administrative and clerical support activities as needed.
- Performs related duties as assigned.

### **MINIMUM QUALIFICATIONS:**

#### **EDUCATION:**

- Must be a student in good standing at an accredited college or university with major course work in public administration or a related field.

#### **LICENSES:**

- Possession of a valid California driver's license.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

#### **KNOWLEDGE OF:**

- Research methods and techniques.

#### **SKILL IN:**

- Organizing work.

#### **ABILITY TO:**

- Work effectively and communicate with other people both orally and in writing.
- Follow directions and complete assignments in a timely and efficient manner.
- Learn and use personal computer hardware and software.

## **ADMINISTRATIVE SERVICES MANAGER**

### **JOB SUMMARY**

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

### **MAJOR DUTIES**

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

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

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

**MINIMUM QUALIFICATIONS:**

EDUCATION:

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

EXPERIENCE:

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

LICENSES:

- Possession of a valid California driver's license.

**KNOWLEDGE, SKILLS, AND ABILITIES**

KNOWLEDGE OF:

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

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

SKILL IN:

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

ABILITY TO:

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



## COMMUNICATIONS OPERATOR

### **JOB SUMMARY**

Under immediate supervision, answers all calls for emergency services and maintains radio and mobile data computer contact with police officers and firefighters in the field, acting as a lifeline by providing information and support and monitoring their safety and performs other related duties as assigned.

### **MAJOR DUTIES**

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

- Serves as the primary link between the public, police, and fire personnel.
- Maintains radio and mobile data computer contact with officers, firefighters, and parking personnel, acting as a lifeline by providing information and support and monitoring their safety.
- Answers all 9-1-1 calls and coordinates emergency services, determines priorities, dispatches appropriate services.
- Answers emergency and business lines, routes calls, determines needs and dispatches personnel.
- Refers calls to other agencies.
- Makes appropriate notifications.
- Exercises independent judgment in dispatching units and prioritizing calls
- Provides information to police personnel regarding warrants, driving records and property.
- Provides pre-arrival EMS instructions and life saving directions over the telephone.
- Provide guidance and training to Communications Operator Trainees.
- Reports malfunctioning equipment or equipment that is out of service.
- Provides excellent customer service.
- Performs related duties as assigned.

### **MINIMUM QUALIFICATIONS:**

- High school diploma or equivalent.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

#### KNOWLEDGE OF:

- Basic computer usage.

#### SKILL IN:

- Typing at least 35 net words per minute while conversing on the telephone and/or radio.

ABILITY TO:

- Hear multiple simultaneous conversations from the radio, telephone, and colleagues while being able to readily distinguish between the different voices and sources in order to ascertain relevant information quickly and accurately;
- Read, write, and spell accurately and quickly;
- Speak clearly, distinctly, calmly, and correctly with good, even, modulation;
- Understand, retain and repeat simple and complex oral and written instructions;
- Control conversations, quickly gathering pertinent and relevant information.
- Anticipate needs and evaluate alternatives and contingencies.
- React quickly, efficiently and calmly during emergencies and stressful situations while adopting and implementing effective courses of action;
- Work all shift assignments including nights, weekends and holidays as well as mandatory overtime.

## **COMMUNICATIONS SUPERVISOR**

### **JOB SUMMARY**

Under general supervision, supervises Communications Operators and other personnel in the operation of the South Bay Regional Public Communications Authority and performs other related duties as assigned.

### **MAJOR DUTIES**

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

- Supervises Communications Operators and other assigned personnel to ensure Authority services are effectively provided.
- Develops and supervises training programs and monitors the progress of newly hired personnel.
- Monitors and maintains appropriate staffing levels.
- Maintains supervision and control of the dispatching of police and fire services in accordance with established policies and procedures.
- Reviews work of subordinates, evaluating performance, handling performance improvement, writing performance evaluations, and making recommendations for corrective action and additional training.
- Conducts audits and inspections of various work unit activities.
- Trains and mentors subordinates to help them prepare for future special assignment and/or promotional opportunities.
- Administers discipline when appropriate.
- Performs the duties of a Communications Operator as assigned or in cases of emergencies.
- Investigates complaints and prepares reports in connection therewith.
- Monitors the functionality of various computer, phone, and radio systems to ensure their proper operation and reports malfunctions or problems with equipment as appropriate.
- Participates in professional organizations and recommends changes in operational procedures.
- Aids in the preparation of work schedules and re-arranges work schedules and assignments of personnel as emergencies and other unforeseen circumstances arise.
- Exercises good judgment and makes sound decisions when dealing with workplace conflict.
- Assists with screening applicants for employment and other recruitment related tasks.
- Assists the Authority's Administration in the performance of administrative tasks as assigned.
- Provides excellent customer service.
- Performs related duties as assigned.

**MINIMUM QUALIFICATIONS:**

EDUCATION:

- High school diploma or equivalent.

EXPERIENCE:

- Three years of experience working in a public safety dispatching environment, at least two years of which was as a Communications Operator for the Authority and trained in handling complaints, police dispatching, and fire dispatching.

LICENSES:

- Possession of a valid California driver's license.

**KNOWLEDGE, SKILLS, AND ABILITIES**

KNOWLEDGE OF:

- Authority policies and procedures.
- The methods, procedures, techniques and equipment used in modern computer-aided public safety dispatch systems.

SKILL IN:

- Typing at least 35 net words per minute while conversing on the telephone and/or radio.
- Using Microsoft Office software.

ABILITY TO:

- Supervise subordinates in demanding, stressful, around-the-clock shift work.
- Anticipate and minimize conflict and resolve conflict effectively.
- Maintain a positive attitude amidst adversity and model positivity for subordinates.
- Adapt to change and assist subordinates with adapting to change.
- Provide effective leadership and direction to subordinates in order to maintain orderly operations.
- Instruct and supervise the instruction of probationary Communications Operators.
- Investigate complaints and prepare reports.
- Identify and address performance issues of subordinates and provide them with constructive and timely feedback for improvement.
- Keep personnel matters confidential.
- Recognize problems, issues, and concerns and respond appropriately.
- Gather information systematically and sort through complex issues.
- Seek input as appropriate from subordinates, peers, and superiors.
- Make timely and difficult decisions.
- Communicate decisions to appropriate levels of the organization.
- Establish and maintain effective working relationships with personnel in other departments and offices of the Authority.

- Hear multiple simultaneous conversations from the radio, telephone, and colleagues while being able to readily distinguish between the different voices and sources in order to ascertain relevant information quickly and accurately.
- Read, write, and spell accurately.
- Speak clearly, distinctly, calmly, and correctly with good, even modulation.
- Understand, retain and repeat simple and complex oral and written instructions.
- Control conversations, quickly gathering pertinent and relevant information.
- Anticipate needs, evaluate alternatives, and develop contingency plans.
- Respond quickly, efficiently and calmly during emergencies and stressful situations while adopting and implementing effective courses of action.
- Work all shift assignments including nights, weekends and holidays as well as mandatory overtime.

## **EXECUTIVE ASSISTANT**

### **JOB SUMMARY**

Under direction, performs a broad range of difficult, complex, and sensitive clerical, administrative, and office management duties for the Executive Director, members of the Board of Directors and Executive Committee, and management staff; independently organizes and completes assigned tasks; maintains complex filing systems; effectively handles confidential matters; and performs other related duties as assigned.

### **MAJOR DUTIES**

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

- Performs clerical, administrative, and office management duties in support of the Executive Director, members of the Board of Directors and Executive Committee, and management staff.
- Prepares contracts and resolutions, subject to review.
- Greets and assists public safety personnel, public officials, and members of the public.
- Screens callers and makes appointments.
- Prepares and edits correspondence, staff reports, memos, and activity reports.
- Schedules appointments and meetings and arranges for travel or staff attendance at conferences, workshops, and professional functions.
- Assists executives with preparation of agendas and staff reports, and supporting documents for meeting and presentation purposes.
- Prepares agenda packets, takes minutes, and performs follow-up for meetings subject to the Ralph M. Brown Act, including meetings of the Board of Directors, Executive Committee, User Committee; and various Task Force and other meetings;
- Indexes and maintains complex filing systems, keeping various records and data current.
- Handles confidential or sensitive matters.
- Prepares personnel documents and maintains personnel files and confidential information.
- Has primary responsibility for answering incoming telephone calls and performing reception duties.
- Responsible for taking requests for technical equipment repair and documentation.
- Submits information to and obtains information from outside agencies to support Authority programs.
- Assists with recruitment activities, including application processing, examination and interview coordination, onboard processing, and registration and liaison duties with career fair opportunities.
- Assists with management of employee medical, dental, and vision benefits.
- Maintains office equipment.
- Purchases office supplies and equipment and researches information regarding vendors, contractors, and consultants; compiles budgetary data and tracks account expenditures, as needed.

- Conducts surveys and replies to requests for data; researches Authority and departmental records; prepares tables and exhibits; explains policies and practices; draws conclusions and recommends actions.
- Organizes, prepares, and updates Authority and departmental records and archives, and may recommend how this information may be used in various reports; administers departmental document retention schedule activities in compliance with Authority guidelines.
- Administers contracts and requisitions for professional services and a variety of other materials, equipment, and services; oversees payments of invoices and claims.
- May work weekends and/or holidays as required.
- Provides excellent customer service.
- Performs related duties as assigned.

**MINIMUM QUALIFICATIONS:**

EDUCATION:

- Graduation from an accredited college or university with a Bachelor's degree in Public or Business Administration, or a closely related field.

EXPERIENCE:

- Four years of recent, paid and progressively responsible administrative support experience. Recent experience providing complex clerical and technical support to a Department Head or Division Head is desirable in a public sector environment is desirable.

LICENSES:

- Possession of a valid California driver's license.

**KNOWLEDGE, SKILLS, AND ABILITIES**

KNOWLEDGE OF:

- Administrative processes and procedures.
- Office administration practices and procedures.
- Correct english usage, including spelling, grammar and punctuation.
- Basic functions of public agencies, including the role of governing bodies and elected and appointed officials.
- Rules and procedures governing public notices and conduct of public meetings.
- Word processing, spreadsheet, and graphics software applications.
- Record keeping, filing, purchasing, and accounting practices and procedures.
- Research methods.
- Customer service practices.

SKILL IN:

- Using a personal computer and applicable software applications, including Microsoft Office Suite (Word, Excel, PowerPoint).
- Reading, writing and communicating at an appropriate level.

- Typing at a net rate of 45 words per minute.

ABILITY TO:

- Compose correspondence and many different instruments, such as acknowledgements, resolutions, minutes, and others.
- Maintain a calendar of activities, and to expedite various actions and proceedings.
- Work cooperatively with authority officials, other agencies and the public.
- Operate modern office equipment and computer hardware;
- Use word processing, spreadsheet, graphics, and specialized software applications programs;
- Plan, organize and prioritize administrative assignments to meet deadlines;
- Take minutes and provide administrative support to the executive director, members of the board of directors and executive committee, managers, and various committees;
- Communicate effectively, both orally and in writing;
- Proofread and prepare clear, accurate, and concise records and reports;
- Establish and maintain effective working relationships with staff, management, elected and appointed officials, vendors, contractors, consultants, public and private representatives, and others encountered in the course of work;
- Exercise tact and diplomacy in explaining and obtaining compliance with administrative procedures;
- Establish and maintain departmental files and confidential records.



## EXECUTIVE DIRECTOR

### **JOB SUMMARY**

Under general administrative direction, receives policy direction from the Executive Committee and is responsible for planning, organizing and directing Authority activities in 9-1-1 police and fire dispatching, business development, human resources, finance, and technical services. The position is charged with ensuring the efficient and effective provision of services, including the management of sophisticated automated communications equipment, and performs other related duties as assigned.

### **MAJOR DUTIES**

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

- Provides guidance and direction to staff regarding work methods, processes and policy interpretations.
- Maintains close contact with the Executive Committee to address policy and procedure needs, as well as discuss the conditions and activities of the Authority.
- Negotiates and enforces contracts, leases and agreements with other agencies.
- Develops and manages all aspects of budget and personnel administration.
- Designs and implements strategies to generate revenue and seek alternative funding for Authority programs.
- Generates Requests for Proposals (RFPs).
- Manages, coordinates, and recommends contracts with consultants and vendors.
- Participates in the establishment of short and long-term goals for the growth and development of the organization.
- Has the availability to oversee Authority activities during major natural, manmade and/or other disasters.
- Responds to and deals with citizen complaints.
- Interacts, maintains liaison, and collaborates with elected officials, city managers, police and fire chiefs, and other staff from municipalities, school districts, and other government entities.
- Represents the Authority in a variety of meetings with elected and city officials, community groups, committees, professional organizations, government agencies, and other jurisdictions.
- Performs related duties as assigned.

### **MINIMUM QUALIFICATIONS:**

#### EDUCATION:

- Bachelor's degree from an accredited college with major coursework in public or business administration.

#### EXPERIENCE:

- At least five (5) years of management experience, including supervisory and budget responsibilities, are required.

## **KNOWLEDGE, SKILLS, AND ABILITIES**

### KNOWLEDGE OF:

- Public management theory and practices.
- Philosophies and principles of organization and administrative procedures.
- Laws and regulations pertaining to the operation of joint powers authorities.
- Federal and state laws and court decisions pertaining to personnel administration and employer-employee relations.

### ABILITY TO:

- Coordinate the efforts of the departments in developing a balanced-budget for financing the activities of the Authority, and to control expenditures;
- Supervise the management of highly technical programs and activities.
- Meet with User Committees and organizations in resolving problems, developing programs or discussing services.
- Establish and maintain effective relationships with the Board of Directors, Executive Committee, Fire and Police Chiefs, departmental management, employees and public officials of other jurisdictions.

## **FINANCE & PERFORMANCE AUDIT MANAGER**

### **JOB SUMMARY**

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

### **MAJOR DUTIES**

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

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

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

**MINIMUM QUALIFICATIONS:**

EDUCATION:

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

EXPERIENCE:

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

**KNOWLEDGE, SKILLS, AND ABILITIES**

KNOWLEDGE OF:

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

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

SKILL IN:

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

ABILITY TO:

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

## OPERATIONS MANAGER

### **JOB SUMMARY**

Working under the direction of the Executive Director, performs highly responsible and complex professional administrative work and plans, directs, manages, and oversees the functions, programs and operations of the Operations Department and Communications Center and performs other related duties as assigned.

### **MAJOR DUTIES**

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

- Plans, organizes, directs and coordinates the work of Communications Supervisors and Communications Operators in their role of providing computer-aided public safety and fire dispatching services for member and contract agencies in the Communications Center.
- Administers Authority policies and programs and recommends changes to the Executive Director.
- Confers with the Administrative Services Manager on training issues and the recruitment and selection of personnel to staff the Communications Center.
- Manages the computer aided dispatch (CAD) system for the Communications Center.
- Confers with consultants, outside agencies and the Administrative Services Manager regarding radio, frequency and technical issues;
- Assures the maintenance of minimum staffing levels on all shifts throughout the year;
- Keeps abreast of developments in the field of public safety communications;
- Represents the Authority with various regional bodies, including the Los Angeles County 9-1-1 Public Safety Answering Point (PSAP) group, and alternate PSAP locations.
- Assists in the development of procedure manuals and the rules and regulations governing the Authority's operations.
- Manages customer premise equipment (CPE) telephone equipment upgrades through the California State 9-1-1 Office;
- Evaluates Communications Supervisors;
- Serves as the Agency CLETS Coordinator (ACC) for the Authority;
- Serves as a member of the Authority's negotiating team during meet and confer sessions with employee organizations.
- Identifies problems, conducts research, analyzes data, and makes recommendations on a variety of administrative and operational issues.
- Develops and administers the departmental budget.
- Evaluates plans, policies, systems, and procedures to achieve departmental goals and work plans.
- Plans and evaluates the performance of assigned staff, establishing performance requirements and personal development targets.
- Monitors performance and provides coaching for performance improvement.
- Plans, directs, manages, and oversees the functions, programs and operations of the Operations Department, including supervising consultants on various projects as required.

- Serves as a liaison between the Authority and user agency police and fire officials concerning the installation, maintenance, and repair of communications and public safety equipment.
- Attends various committee and community meetings as assigned by the Executive Director.
- Prepares written reports, memoranda, letters, resolutions, policies and instructional material.
- Develops, implements and administers management projects and programs.
- Serves as the Authority's public information officer.
- May serve as Acting Executive Director during times when the Executive Director is on leave or otherwise unavailable.
- Provides excellent customer service.
- Performs related duties as assigned.

**MINIMUM QUALIFICATIONS:**

EDUCATION:

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

EXPERIENCE:

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

LICENSES:

- Possession of a valid California driver's license.

**KNOWLEDGE, SKILLS, AND ABILITIES**

KNOWLEDGE OF:

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

SKILL IN:

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

ABILITY TO:

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



## PUBLIC SAFETY COMMUNICATIONS SPECIALIST I

### **JOB SUMMARY**

Under general supervision, maintains, installs, fabricates, and performs minor repairs on public safety equipment, including mobile communications two-way radios, mobile data computers, and wireless modems. Also performs installations, build outs and repairs of public safety emergency vehicles.

### **MAJOR DUTIES**

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

- Installs, maintains, and repairs emergency lighting equipment, mobile antenna systems, siren amplifier systems, radio control heads, map lights, strobe lighting equipment, radio consoles, trunk mount transceivers, undercover lighting equipment, scanners, flashing devices and other specialized equipment.
- Performs preventive maintenance on safety equipment, two-way radios and antenna systems.
- Maintains equipment, vehicles, and infrastructure at the main facility and other locations.
- Operates testing and measuring equipment, including voltmeters, ohmmeters, watt meters and current meters.
- Maintains databases and logbooks for service, equipment, maintenance, and inventory records.
- Safely operates a variety of electronic and power equipment, such as chop saws, table saws, grinders, etc.
- Effectively communicates with other employees and vendors for the purpose of resolving technical problems and meeting timelines.
- Establishes and maintains effective working relationships with city officials, employees, the general public and vendors.
- Maintains an organized, clean, and safe work area.
- Provides excellent customer service.
- Performs related duties as assigned.

### **MINIMUM QUALIFICATIONS:**

#### EDUCATION:

- High school diploma or equivalent.

#### EXPERIENCE:

- One year of experience in the installation, maintenance, and repair of public safety equipment or related education and job experience.

#### LICENSES:

- Possession of a valid California driver's license.
- Related technical certification(s) highly desirable.

**KNOWLEDGE, SKILLS, AND ABILITIES****KNOWLEDGE OF:**

- 12-volt power line installation practices.
- Technical specifications of siren amplifiers and light bar controllers.
- Materials, tools and equipment used in the installation process, maintenance and repair of public safety and communications equipment.
- Required Federal and State regulations with respect to communications equipment and systems, including FCC and Title 13 regulations.
- Safety procedures and practices.

**SKILL IN:**

- The use and care of electronic test equipment, tools, safety, and materials involved in job-related duties.
- The layout and installation of communications and public safety equipment.
- The design of electrical wiring on specialized and/or custom installations.
- The basic use of computers and familiarity with word processing and spreadsheet software.

**ABILITY TO:**

- Communicate effectively both orally and in writing.
- Analyze problems and offer recommendations and solutions.
- Understand and apply technical manuals.
- Understand and follow written and verbal instructions.
- Perform multiple tasks simultaneously and in a timely manner.
- Respond to emergency situations in a timely manner.
- Meet established deadlines.

**PHYSICAL REQUIREMENTS**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the position. Physical demands include, but are not limited to, lifting and carrying up to 50lbs, twisting, balancing, climbing, crawling, kneeling, bending, stooping, crouching, reaching, lifting, carrying, and adequate vision with no color blindness, and manual dexterity to operate tools and install and/or repair electronic equipment, and use a ladder. Employees are required to work within confined spaces and at heights, drive vehicles and operate a variety of equipment. May be required to be on call, work shifts, weekends and/or holidays.

## **PUBLIC SAFETY COMMUNICATIONS SPECIALIST II**

### **JOB SUMMARY**

Under general supervision, maintains, installs, fabricates and performs repairs to equipment used for public safety, and optimizes, maintains, troubleshoots and repairs analog and digital two-way radios, mobile data computers, wireless modem devices and other wireless communications systems. Also performs installations, build outs and repairs, and schedules the maintenance of public safety emergency vehicles and the workflow within the Technical Services Division of the Administrative Services Department and works directly with the Finance Department for all billing of parts and services.

### **MAJOR DUTIES**

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

- Installs, maintains, and repairs emergency lighting equipment, mobile antenna systems, siren amplifier systems, radio control heads, map lights, strobe lighting equipment, radio consoles, trunk mount transceivers, undercover lighting equipment, scanners, flashing devices and other specialized equipment.
- Performs preventive maintenance on safety equipment, radio sites, infrastructure sites, two-way radios and antenna systems.
- Maintains equipment, vehicles, and infrastructure at the main facility and other locations.
- Installs, tests and repairs two-way radio systems, wireless mobile data modems and wireless broadband solutions.
- Operates testing equipment including, but not limited to, voltmeters, ohmmeters, watt meters, current meters, spectrum monitors, TDR and FDR equipment.
- Safely operates a variety of electronic and power equipment, such as chop saws, table saws, grinders, etc.
- Communicates with employees, Authority staff, city personnel and vendors for the purpose of resolving technical problems and meeting timelines.
- Establishes and maintains effective working relationships with city officials, employees, the general public and vendors.
- Maintains databases and logbooks for service, equipment, maintenance, and inventory records.
- Tunes and operates pass cavities, duplexers, combiners and multi-coupler devices to antennas systems.
- Installs, programs, and provides technical support for various types of wireless communications equipment, such as UHF/VHF and 800/900 MHz analog and digital systems, various brands of mobile and portable radio equipment, dispatch center equipment, broadband data modems, in-car video systems and mobile data computers.
- Maintains an organized, clean, and safe work area.
- Works with the Finance Department for all billing of parts, inventory, and services.
- Provides excellent customer service.
- Performs related duties as assigned.

### **MINIMUM QUALIFICATIONS:**

**EDUCATION:**

- High school diploma or equivalent.

**EXPERIENCE:**

- Five (5) years of experience in the installation, maintenance, and repair of public safety equipment or three (3) years of experience as a Public Safety Communications Specialist I for the Authority.

**LICENSES:**

- Possession of a valid California driver's license.
- Related technical certification(s) highly desirable.

**KNOWLEDGE, SKILLS, AND ABILITIES**

**KNOWLEDGE OF:**

- 12-volt power line installation practices.
- Technical specifications of siren amplifiers and light bar controllers.
- Materials, tools and equipment used in the installation process, maintenance and repair of public safety and communications equipment.
- Required Federal and State regulations with respect to communications equipment and systems, including FCC and Title 13 regulations.
- Safety procedures and practices.
- Battery back-up systems, base stations, repeaters, multi-couplers and duplexers.
- Basic TCP/IP principles and background in troubleshooting telephone lines, including data, T-1 lines and voice circuits.
- Audio, RF, digital, and microprocessor electronic circuits found in communications equipment at the component level.
- Emergency communications center operations.
- The Authority's computerized databases.
- Basic T-1 configurations and microwave systems.
- RF propagation characteristics at various frequency bands

**SKILL IN:**

- The use and care of electronic test equipment, tools, safety, and materials involved in job-related duties.
- The layout and installation of communications and public safety equipment.
- The design of electrical wiring on specialized and/or custom installations.
- The basic use of computers and familiarity with word processing and spreadsheet software.
- The operation of various test equipment including, but not limited to, spectrum analyzers, service monitors, watt-meters, and multi-meters.
- The installation or replacement of all types of coaxial antenna hard line helix connectors used in sites attached to infrastructure.

**ABILITY TO:**

- Troubleshoot telephone system wired equipment
- Communicate effectively both orally and in writing.
- Analyze problems and offer recommendations and solutions.
- Understand and apply technical manuals.
- Interpret schematics and diagrams.
- Understand and follow written and verbal instructions.
- Work cooperatively and effectively with others
- Perform multiple tasks simultaneously and in a timely manner.
- Respond to emergency situations in a timely manner.
- Meet established deadlines.

**PHYSICAL REQUIREMENTS AND WORKING CONDITIONS:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the position. Physical demands include, but are not limited to, lifting and carrying up to 50lbs, twisting, balancing, climbing, crawling, kneeling, bending, stooping, crouching, reaching, lifting, carrying, and adequate vision with no color blindness, and manual dexterity to operate tools and install and/or repair electronic equipment, and use a ladder. Employees are required to work within confined spaces and at heights, drive vehicles and operate a variety of equipment. May be required to be on call, work shifts, weekends and/or holidays.

## ATTACHMENT #2

### Agenda Item E1

RESOLUTION NO. 41

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY APPROVING AND ADOPTING A POSITION CLASSIFICATION PLAN TO FACILITATE THE ADMINISTRATION OF PERSONNEL OF SAID AUTHORITY AND REPEALING THOSE SECTIONS OF RESOLUTION NO. 7, AND ALL AMENDMENTS THEREOF RELATING TO CLASSIFICATION OF POSITIONS AND ALL ORDERS AND ACTIONS OF SAID BOARD OF DIRECTORS IN CONCERT THEREWITH.

WHEREAS, the Board of Directors of the South Bay Regional Public Communications Authority, a Joint Powers Agency comprised of the Cities of El Segundo, Gardena, Hawthorne, Hermosa Beach, Manhattan Beach, Palos Verdes Estates, and Redondo Beach, California, is required by the provisions of Rule III, Rules and Regulations for the Administration of the Competitive Service System of said Authority, to adopt a position classification plan to be observed in the administration of all personnel within the Authority;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the South Bay Regional Public Communications Authority does hereby adopt the following plan:

SECTION 1. Class Descriptions: The descriptions of classes of positions contained in the position classification plan cover all positions in the classified and unclassified service of the Authority. Each class description brings together similar positions into a single group for which the same title is used. The descriptions are intended to be descriptive and explanatory, rather than prescribing restrictions as to duties and responsibilities. Each class description includes a class title, definition, examples of typical duties, a statement of desirable qualifications, including training and experience, knowledges, skills and abilities and license or certificate requirements which it is desirable that employees possess.

SECTION 2. Class Title: The "class title" is the official label for the class, and is intended to provide a brief descriptive name for positions in the class, and indicate the occupational area of work and the level. By using the prescribed class titles on payrolls, budget estimates, personnel reports, and other official personnel actions dealing with positions of that class, positions will be readily identifiable and all positions will have clearly defined meanings.

SECTION 3. Definition: The section covering "definition" provides a short summary of the class content and level. It is introduced by one of the following phrases indicating the level of supervision received:

- (a) Under immediate supervision - Indicating that methods of performing tasks are explained in specific terms and details of the tasks are reviewed by a supervisor while work is in progress and upon completion.
- (b) Under general supervision - indicating that methods of performing tasks are outlined or explained in general terms and work is reviewed by a supervisor upon completion.
- (c) Under direction - indicating that methods of performing tasks are usually left to the judgment of the employee with a supervisor giving occasional instructions, advice, and decisions. Work is reviewed upon completion.
- (d) Under general direction - indicating that methods of performing tasks are the responsibility of the employee, as long as performed within established policies, or as prescribed by rules and regulations and that work is reviewed only periodically to assure conformance and to measure results.
- (e) Under general administrative direction - indicating that methods of performing tasks are the full responsibility of the employee who has wide latitude in interpreting and applying policies, rules and regulations, and whose performance is measured by total results.

Each definition is concluded by the phrase "and to do related work as required". This indicates that the specification is not restrictive and that reasonable related duties and responsibilities may be assigned as necessary. This clause is not intended, however, to allow the assignment of completely unrelated duties for a majority of the time. When such major change is necessary, a review of the classification becomes appropriate.

SECTION 4. Examples of Typical Duties: The "examples of typical duties" section is intended to provide a listing of illustrative examples of duties which may be performed by employees in the class. The list is not intended to describe all of the work involved in all positions in the class (or even one position in the class), but to illustrate, through use of common and typical examples, the essential nature of the work. In the classes including more than one position, the typical tasks reflect a composite picture of the work of the various individuals whose positions are allocated to the class.



SECTION 5. Qualifications: The "qualifications" section is a statement of the minimum training and experience considered acceptable for employment in the class, together with a list of the particular knowledges, skills and abilities which should be possessed or learned in order to render satisfactory performance.

The qualifications were developed with the following considerations in mind:

- (a) The training and experience requirements are intended as general guides setting forth the standard or "norm" against which the qualifications of applicants for employment may be measured. It is intended that reasonable equivalent combinations of training and experience be considered appropriate in future hirings and that discretion be vested in the Authority's Executive Director to determine acceptable equivalents.
- (b) The list of knowledges, skills and abilities is not intended to be all that is required. Such qualifications as honesty, diligence and loyalty are not mentioned. These personal traits are required of all employees. Prospective employees must also, of course, meet Authority standards as to physical condition and related matters.

SECTION 6. Application to the Pay Plan: The Classification Plan, as herein defined, is designed to be used in conjunction with the Authority's effective Pay Plan wherein the classes listed herein are assigned to a "class or range number". This enables the assignment of positions which are substantially similar with respect to authority, responsibility and character of duties to appropriate classes or range numbers so that the same schedule of compensation can be made to apply with equity under the same, or substantially the same, employment conditions.

SECTION 7. Classification Plan Adopted: The following class descriptions are hereby adopted and respectively set forth to cover all positions within the classified and unclassified said Authority, to wit:

Classification

- Administrative Analyst
- Communications Operator
- Communications Operator - Trainee
- Communications Supervisor
- Communications Technician
- Computer Systems Analyst
- Executive Director
- Executive Secretary
- Finance Administrator
- \*Operations Analyst
- Operations Manager
- Personnel Analyst
- Senior Communications Technician
- Senior Computer Systems Analyst
- Technical Services Manager

SECTION 8. The Executive Director shall furnish the heads of all departments of the Authority with a copy of this resolution, and any amendments thereof relating to their respective departments, and the heads of all departments shall acquaint themselves with the provisions thereof and shall see that the personnel of their respective departments are properly classified in accordance with the provisions of this resolution. Such heads of departments shall promptly advise the Executive Director of any change or changes which may occur in their respective departments, which in any manner may affect, or be affected by, the provisions hereof or of any amendments thereto.

SECTION 9. Those Sections of Resolution No. 7, passed and adopted on the 18th day of March, 1977, and all amendments thereof, relating to classification of positions, and all orders and actions of the Board of Directors, in concert therewith, are hereby repealed.

SECTION 10. This resolution shall become effective immediately, and shall remain in full force and effect until the further order of the Board of Directors. It is provided, however, that the Board of Directors hereby reserves the right, power and authority to make any changes in the class descriptions which may hereafter be considered necessary.

SECTION 11. The Authority Secretary shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said Authority, and shall make a minute of the passage and adoption thereof in the records of the proceedings of the Board of Directors of said Authority in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this Eighteenth day of March, Nineteen hundred and Eighty-one, by the following vote:

AYES: Councilman Michael W. Sweeney, Manhattan Beach  
Mayor Richard K. Van Vranken, El Segundo  
Councilman Paul Tsukahara, Gardena  
Councilman Guy Hocker, Hawthorne  
Councilman Edward Ritscher, Palos Verdes Estates

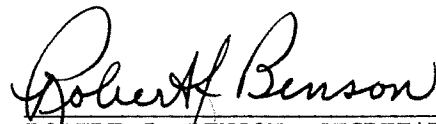
NOES: None

ABSENT: Councilwoman Mary Tyson, Hermosa Beach  
Mayor David K. Hayward, Redondo Beach

ABSTENTION: None

March 18, 1981

DATE



ROBERT J. BENSON, SECRETARY  
South Bay Regional Public  
Communications Authority

ADMINISTRATIVE ANALYSTDEFINITION

Under direction to serve as a management assistant in performing staff functions, to conduct special studies and analyses on various operations and procedures, and to do related work as required. May be required to work weekends, and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Conducts administrative research involving special studies and analyses on various operations and procedures; compiles statistical data for various reports; conducts special surveys in gathering comparative data from other organizations on administrative operations; monitors, and coordinates the Authority's comprehensive fire liability and vehicle insurance program; serves as the Authority's risk manager in developing loss control and safety programs; prepares agenda material and represents the Executive Director at the regular monthly meetings of the Police and Fire Task Force Committees; attends meetings of the Board of Directors and User Committee and makes oral presentations as required; prepares and coordinates training programs for Authority and field user personnel; maintains the Authority's Operating Procedures Manual; establishes and maintains equipment inventory control records; assists in implementation of 911 telephone service; makes recommendations on how to solve problems and improve efficiency; prepares forms and other administrative devices to improve procedures and operations; prepares correspondence for signature; assists in the Authority's public relations efforts; answers user agencies' inquiries regarding procedures, operations and regulations; investigates, submits and coordinates federal and state grant applications.

QUALIFICATIONS

Training and Experience: Equivalent to graduation from college with major work in public administration or related field, and one year of appropriate full-time staff or administrative experience. A Master's Degree in Public Administration may be substituted for the one year of experience.

Knowledge, Skills, and Abilities: Knowledge of the methods and techniques of administrative analysis and completed staff work; knowledge of local governmental organization and operations; knowledge of current trends in public administration; ability to analyze administrative problems and situations and to present appropriate facts and recommendations, in written or oral form; ability to win the confidence and cooperation of Authority officials, personnel, and the public.

License: Possession of a valid California driver's license at the time of employment.

Effective July 1, 1982

DEFINITION

Under immediate supervision, to function as a complaint operator or as a dispatcher of police, fire or emergency medical services in the Regional Communications Center, to provide guidance and training for Communications Operator Trainees, and to do related work, as required. Is required to work shifts, weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES

As a Complaint Operator: Receives calls through the public telephone network for police service, fire service and emergency medical service and monitors private alarm inputs to various police and fire alarm systems; determines nature of complaints and alarms and codes them for computer input; enters the incident type, location and other details to the computer via the keyboard terminal or conferences the call directly to a police or fire dispatcher; routes non-emergency calls for service and/or information to the appropriate agency(ies).

As a Police Dispatcher: Takes police incidents presented on the CRT screen at the console assigned by the computer or directly by complaint operators, reviews the status of units for the applicable city, selects the unit(s) to respond, broadcasts the dispatch information over the police radio or mobile digital terminal (MDT) and enters the unit(s) selected into the computer. Enters unit status changes to the computer system as units change status in response to an incident.

As a Fire Dispatcher: Takes fire or emergency medical service incidents presented on the CRT screen at the fire console or directly by complaint operators, transmits a teletype dispatch message to each station quartering a unit due to respond, selects the same stations on a voice paging system and announces the dispatch information over the voice page and fire radio. Enters unit status changes into the computer system as units change status in response to an incident.

QUALIFICATIONS

Training and Experience: Graduation from high school, or equivalent; successful completion of the Communications Operator-Trainee training conducted by the Authority, or one year of experience as a Communications Operator in another public safety dispatching agency.

Knowledges, Skills and Abilities: Ability to spell and use correct grammar; ability to type at 35 words per minute; ability to follow oral and written directions; ability to memorize and use "Ten Codes", phonetic alphabetical codes and computer codes; react quickly, efficiently and calmly in an emergency situation and to adopt an effective course of action; possess good auditory and visual acuity; minimum age 18; ability to use good voice procedure on radio; ability to work cooperatively with others.

COMMUNICATIONS OPERATOR - TRAINEEDEFINITION

Under immediate supervision, and under instruction as an untrained or partially trained Communications Operator, to receive classroom and on-the-job training under complete one-on-one supervision by an experienced operator as a complaint taker, a police dispatcher and a fire dispatcher in a computer assisted dispatch (CAD) system, and to do related work, as required. Is required to work shifts, weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Undergo extensive classroom and on-the-job training to acquire competence as a complaint operator and police/fire dispatcher. Typical duties are those of a Communications Operator, but under immediate supervision and guidance until fully qualified.

QUALIFICATIONS

Training and Experience: Graduation from high school, or equivalent.

Knowledges, Skills and Abilities: Ability to spell and use correct grammar; ability to type at 35 words per minute; ability to follow oral and written directions; ability to memorize and use "Ten Codes", phonetic alphabetical codes and computer codes; react quickly, efficiently and calmly in an emergency situation and to adopt an effective course of action; possess good auditory and visual acuity; minimum age 18; ability to learn to use good voice procedure on radio; ability to work cooperatively with others.

COMMUNICATIONS SUPERVISORDEFINITION

Under general supervision, to supervise Communications Operators in the operation of the Regional Communications Center, to supervise the ongoing training of operator trainees, and do related work, as required. Is required to work shifts, weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Supervises and trains Communications Operators and trainees in the Operations Department of the Authority; maintains supervision and control of the dispatching of police and fire services for member agencies during the shift to which assigned in accordance with established policies and procedures; evaluates the performance of operators and trainees and makes recommendations for corrective action and additional training; performs the duties of a Communications Operator during brief relief periods, or in case of emergencies; investigates complaints and prepares reports in connection therewith; recommends changes in operational procedures; aids in the preparation of work schedules and re-arranges work schedules and assignments of personnel as emergencies arise; meets with Police and Fire Task Force Committees to work out operational problems; assists the Operations Manager in the performance of administrative tasks, as assigned.

QUALIFICATIONS

Training and Experience: Graduation from high school, or equivalent, and two years combined experience as a Communications Operator Dispatcher/Supervisor in a public safety computer-aided dispatching system.

Knowledge, Skills and Abilities: Knowledge of the methods, procedures, techniques and equipment used in modern computer-aided public safety dispatching systems; ability to supervise a group of Communications Operators and trainees in demanding, stressful, around-the-clock shift work; ability to exercise firm control over and command the respect of subordinates on the shift to which assigned; ability to instruct and supervise the instruction of Communications Operator Trainees; ability to work under stress for both speed and accuracy; ability to keep payroll records, and prepare personnel evaluations, and reports; ability to investigate complaints and prepare reports; ability to establish and maintain effective working relationships with personnel in other departments and offices of the Authority.

COMMUNICATIONS TECHNICIANDEFINITION

Under general supervision, to install, repair and maintain Authority and appropriate User-owned radio/digital telecommunications system equipment and do related work, as required. May be required to work weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Performs installation, maintenance and repair of mobile and stationary radio and electronic communications equipment; supervises and inspects the installation and transfer of mobile radio and digital terminals in vehicles of user agencies to assure compliance with Authority standards; conducts complete service operational and alignment checks prior to placing units into service; adjusts receiver and transmitter circuits; records and files necessary F.C.C. measurements; conducts preventative maintenance programs on all radio and electronic equipment owned by the Authority and appropriate User-owned equipment; maintains necessary administrative and technical records and prepares required reports.

QUALIFICATIONS

Training and Experience: Equivalent to graduation from high school, completion of an accredited training program in electronics or equivalent, and two years of journeyman level experience in the maintenance and repair of a radio/digital telecommunications system.

Knowledges, Skills and Abilities: Knowledge of the tools, materials, equipment and methods of installing, maintaining and repairing electronic communications equipment; ability to diagnose defects in communications equipment operation and do skilled shop and field repairs to such equipment; ability to read and interpret plans and specifications for complex electronics equipment; ability to perform tests on equipment and complex electronic circuitry.

LICENSES

Valid California driver's license at time of employment. Possession of a valid First or Second Class Radio Telephone Operator's License, issued by the Federal Communications Commission.

COMPUTER SYSTEMS ANALYSTDEFINITION

Under general supervision, to perform in the combined functions of operator, limited programmer and analyst in the operation of a computer-assisted public safety dispatch system and to do related work, as required. May be required to work shifts, weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Operates, programs to a limited degree, and analyzes computer functions; aids in the resolution of software problems; maintains and updates Geo-file of locations and addresses; implements changes in alarm system files; performs system updates to the data base, maintains records and files off-line and on-line; prepares reports.

QUALIFICATIONS

Training and Experience: AA degree in Computer Science and one year of experience with a multi-processing environment, preferably with a mini-computer series DEC-PDP-1140.

Knowledge, Skills and Abilities: Knowledge of computer hardware and software; assembly language and FORTRAN, data base control and data reduction techniques, data communications and on-line terminal computer systems; knowledge of public safety computer assisted (CAD) systems; ability to update data base, maintain records and files off-line and on-line; ability to prepare reports and provide user interface; ability to work with other Authority personnel and User Agency personnel.



EXECUTIVE DIRECTORDEFINITION

Subject to Board of Directors' determination of policy, to manage the administration of the Authority operations; and to do related work, as required. May be required to work weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Enforces and administers the provisions of State laws, Authority by-laws, rules and regulations, and resolutions governing the Authority; plans, coordinates and directs the work of the Authority departments; meets with the Board of Directors and Authority committees in the determination of basic policies, and to report work done; recommends and advises on procedures and policies required in the public interest; enforces contracts, leases and agreements; proposes an annual budget, providing for balancing of revenues and expenditures; is responsible for recruiting and selecting those individuals whose talents and abilities best serve the needs of the Authority, and manages the personnel services; reviews and evaluates the management of Authority departments; represents the Authority in a variety of meetings; coordinates the general activities of the Authority with other governmental agencies; continually advises the Board of Directors of the financial and general conditions of the Authority and its needs.

QUALIFICATIONS

Training and Experience: Equivalent to graduation from college with major work in public or business administration, and five years of professional administrative experience in the planning, coordination and management of public safety communications systems and/or technical experience in computer-aided dispatch systems. A Master's Degree may be substituted for one year of required experience.

Knowledges, Skills, and Abilities: Knowledge of public management theory and practices; knowledge of the philosophies and principles of organization and administrative procedures; knowledge of the laws and regulations pertaining to the operation of joint powers authorities; ability to coordinate the efforts of the departments in developing a balanced budget for financing the activities of the Authority, and to control expenditures; knowledge of the Federal and State laws and court decisions pertaining to personnel administration and Employer-Employee relations; ability to supervise the management of highly technical programs and activities; ability to meet with User Committees and organizations in resolving problems, developing programs or discussing services; ability to establish and maintain effective relationships with the Board of Directors, Fire and Police Chiefs, departmental management, employees and public officials of other jurisdictions.

EXECUTIVE SECRETARYDEFINITION

Under direction, to perform difficult and complex secretarial work for the Executive Director, members of the Board of Directors, and Administrative staff; to independently organize and complete assigned tasks; to maintain complex filing systems; to effectively handle confidential matters; and to do related work, as required. May be required to work weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES.

Takes and transcribes difficult dictation from shorthand notes, tape recorder or a dictating machine, including legal correspondence; prepares contracts and resolutions, subject to review; meets the public and assists them; screens callers and makes appointments; composes and types correspondence on a variety of routine, administrative matters; maintains calendar of activities; takes and transcribes minutes of Board of Directors' meetings, Users' Committee meetings; and other meetings; transcribes minutes of Task Force Committee meetings; prepares agendas and follow-up from meetings; indexes and maintains complex filing systems and keeps various records and data current; may handle confidential or sensitive matters; has primary responsibility for answering incoming telephone calls; responsible for taking requests for technical equipment repair and documentation.

QUALIFICATIONS

Training and Experience: Any combination equivalent to graduation from high school, supplemented by courses in office management; and five (5) years of responsible office and stenographic experience.

Knowledge, Skills and Abilities: Knowledge of administrative processes and procedures; ability to compose many different instruments, such as affidavits, acknowledgements, resolutions, minutes, and others; ability to maintain a calendar of activities, and to expedite various actions and proceedings; composes correspondence, as needed; ability to make special arrangements, appointments and reservations, as needed; ability to take verbatim and summary minutes of meetings; ability to take dictation at not less than 100 words per minute, and ability to type at not less than 60 words per minute; ability to work cooperatively with Authority officials, other agencies and the public.

LICENSE:

Possession of a valid California driver's license at the time of employment.

FINANCE ADMINISTRATORDEFINITION

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

EXAMPLES OF TYPICAL DUTIES

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

QUALIFICATIONS

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

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

LICENSE

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

OPERATIONS ANALYSTDEFINITION

Under direction to serve as an operations assistant in performing staff functions, to conduct special studies and analyses on various operations and procedures, and to do related work as required. May be required to work weekends, and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Coordinates all police and fire private alarm company transactions with the Authority and keeps records of their subscribers connected to the Authority's alarm systems; works in concert with the Administrative Analyst to develop training programs for Authority and field user personnel; assists in preparation of Operating Procedures Manual changes and the maintenance of the manual; assists in or conducts complaint investigations received from police and fire department representatives; prepares cassette tapes of telephone and radio conversations relating to complaints or inquiries; conducts research, operations analysis, special surveys, and compiles statistical data for various reports, prepares agenda material for and attends meetings of the User Committee and the Police and Fire Task Force Committees; makes oral presentations when called upon to do so; assists in implementation of 911 telephone service; makes recommendations on how to solve problems and improve efficiency; prepares forms and other administrative devices to improve procedures and operations; prepares correspondence for signature; assists in the Authority's public relations efforts; answers user agencies' inquiries regarding procedures, operations and regulations.

QUALIFICATIONS

Training and Experience: Equivalent to graduation from college with major work in public administration or related field, and one year of appropriate full-time staff or administrative experience. Full-time dispatching experience in a computer aided dispatch center may be substituted for education on a year for year basis.

Knowledge, Skills, and Abilities: Knowledge of or ability to learn all facets of public safety dispatching in a computer assisted dispatch environment. Strong communications skills and writing skills. Knowledge of the methods and techniques of administrative analysis and completed staff work; ability to analyze administrative problems and situations and to present appropriate facts and recommendations, in written and oral form; ability to win the confidence and cooperation of Authority officials, personnel and the public.

License: Possession of a valid California driver's license at the time of employment.

Effective July 1, 1982

DEFINITION

Under general direction, to plan, organize and direct the activities and functions of the Operations Department of the Authority, and do related work, as required. Responsible for twenty-four hours a day operations activities of the Regional Communications Center.

EXAMPLES OF TYPICAL DUTIES

Plans, organizes, directs and coordinates the work of Communications Supervisors and Communications Operators in the Authority's Regional Communications Center in their roles of providing a computer-aided public safety dispatching service for member agencies; confers with the Executive Director on departmental policies and programs; takes part in the recruitment and selection of personnel to man the Regional Communications Center; supervises the evaluation and training of departmental personnel; schedules operators and supervisors to maintain minimum manning levels on all shifts throughout the year; keeps abreast of developments in the field; meets with various officials and citizens in promoting good public relations; meets with various police and fire officials to work out operational problems; assists in the development of procedures manuals, rules and regulations governing the operation of the Regional Communications Center; prepares requisitions for materials to be purchased for the Communications Center; prepares annual budget requests covering the needs of the Operations Department and assists the Executive Director in the control of expenditures of budget appropriations; attends meetings of the Board of Directors and Users' Committee to answer questions, and provide operational information.

QUALIFICATIONS

Training and Experience: Graduation from high school, or equivalent; five years of experience as a Communications Supervisor/Manager in a public safety computer-aided dispatching system. A college degree may be substituted for up to two years of the required experience.

Knowledge, Skills and Abilities: Knowledge of modern municipal police, fire and paramedics dispatching problems and needs; knowledge of the methods, techniques and equipment used in modern computer-aided public safety dispatching systems; knowledge of regulations of the Federal Communications Commission applicable to Public Safety Communications operations; ability to plan, assign, coordinate and direct the work of a large staff of supervisors and operators in a demanding, stressful, around-the-clock operation; ability to exercise firm control over, and command the respect of subordinates; ability to work with Computer Analysts, Communications Technicians and Authority administrative personnel in coordinating their work within the Communications Center with on-going operations; ability to supervise the compilation of data and reports covering operations of the Communications Center, and complaints from user agencies.

DEFINITION

Under general supervision, to implement and maintain personnel policies and procedures for classification, recruitment, examination, and employment, employee benefits, compensation, training and employee development; to prepare and process a variety of personnel forms and records covering personnel operations and transactions; and to do related work, as required. May be required to work weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Formulates and recommends policies, administrative regulations, and practices for carrying out programs; prepares and maintains personnel records; acts as liaison with other personnel agencies; organizes and executes recruiting and testing programs and activities; interviews and processes new and exiting employees; develops, implements and monitors programs pertaining to fair employment and equal opportunity for applicants and employees; coordinates and supervises the administration of the Authority classification and pay plan; participates with management in preparing for meet and confer sessions; coordinates the employee group insurance programs; serves as an advisor on Authority rules and personnel matters; conducts special management studies relative to personnel matters; prepares reports and makes recommendations; performs collection and interpretation of salary, wages and working conditions data; maintains and updates personnel policy manual.

QUALIFICATIONS

Training and Experience: Any combination equivalent to graduation from high school and three years of progressively responsible experience in all phases of personnel administration. A college degree may be substituted for up to one year of the required experience.

Knowledge, Skills and Abilities: Knowledge of principles and techniques of public personnel administration including methods and techniques used in classification, salary, administration and training; administrative organization and management; federal, state and governmental agency legal requirements; budgeting process and input of personnel factors; recruitment, selection and testing techniques.

Ability to interpret and apply administrative policies and rules and regulations; analyze and resolve complex personnel problems; maintain the confidence and cooperation of employees and the public; effectively communicate complex detailed information in written and oral form; prepare and present comprehensive detailed reports and recommendations; analyze salary and benefit trends in the labor market; plan, organize, assign and coordinate office activities and programs.

LICENSE

Possession of a valid California driver's license at the time of employment.

DEFINITION

Under direction to supervise the activities and functions of personnel in the maintenance of Authority and User agency owned radio and computer-aided dispatch equipment; to supervise other technicians; and do related work, as required. May be required to work weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Plans, organizes, directs and coordinates the work of assigned personnel in the maintenance and repair of mobile and stationary radio and electronic communications equipment; supervises and inspects the installation of mobile radio and digital terminals in vehicles of user agencies to assure compliance with Authority standards; assigns repair work to appropriate Technician or recommends outside contractor; reviews, evaluates, coordinates, supervises and instructs Technicians in the installation, maintenance and repair of Authority and user agency equipment; prepares and maintains maintenance records and reports on Authority and user agencies' equipment, as appropriate; helps establish and maintain standards of service, repair and preventative maintenance on Authority and user agency equipment; identifies vendors, contractors and potential sources of supply for purchase of equipment and repair parts; supervises the maintenance of an inventory of spare parts; performs same general tasks as the Communications Technicians; attends User Committee, Task Force Committee and Board of Directors' meetings, when called upon.

QUALIFICATIONS

Training and Experience: Equivalent to graduation from high school, completion of an accredited training program in electronics or equivalent, and three years of journeyman level experience in the maintenance and repair of a radio/digital telecommunications system.

Knowledges, Skills and Abilities: Knowledge of current F.C.C. rules and regulations, safe and effective electronic maintenance practices, state-of-the-art system technology, and the ability to recognize, analyze and correct deficiencies in communications/electronics systems; knowledge of the principles of supervision, organization and management; knowledge and skills in the use of tools, materials and test equipment used in the installation maintenance and repair of radio/digital telecommunications equipment; ability to establish and maintain effective working relationships; ability to make clear and concise oral and written presentations; ability to read and interpret plans and specifications for complex electronics equipment.

LICENSES

Valid California driver's license at time of employment. Possession of a valid First Class Radio Telephone Operator's License, issued by the Federal Communications Commission.

DEFINITION

Under direction, to supervise computer operations of the Authority; to perform in the combined functions of operator, limited programmer and analyst in the operation of a computer-assisted public safety dispatch system; to supervise other analyst(s); and to do related work, as required. May be required to work weekends and/or holidays.

EXAMPLES OF TYPICAL DUTIES

Operates, programs to a limited degree, and analyzes computer functions; analyzes system problems and recommends the best course of action for correction; coordinates repairs and improvements with software system consultants and computer hardware service contractors; assists in resolution of software problems and recommends software changes to improve computer operations; maintains and updates Geo-file of locations and addresses; implements changes in alarm system files; coordinates activities and training of assigned Computer Systems Analysts; attends meetings to provide necessary technical data when requested; performs system updates to the data base, maintains records and files off-line and on-line; prepares reports; accepts responsibility.

QUALIFICATIONS

Training and Experience: AA degree in Computer Science and two years of experience with a multi-processing environment, preferably with a mini-computer series DEC-PDP-1140.

Knowledge, Skills and Abilities: Knowledge of computer hardware and software; assembly language and FORTRAN, data base control and data reduction techniques, data communications and on-line terminal computer systems; knowledge of public safety computer assisted (CAD) systems; ability to update data base, maintain records and files off-line and on-line; ability to prepare reports and provide user interface; ability to establish and maintain effective working relationships.



TECHNICAL SERVICES MANAGERDEFINITION

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

EXAMPLES OF TYPICAL DUTIES

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

QUALIFICATIONS

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




# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** December 18, 2018

**ITEM NUMBER:** E2

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director 

**SUBJECT:** RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A BUDGETARY POLICY

**ATTACHMENTS:** 1. Resolution No. 321  
2. Resolution No. 256

### RECOMMENDATION

Staff recommends that the Executive Committee provide direction on the amount of operating and capital reserves that should be included within the Authority's annual budget and adopt Resolution No. 321 establishing a budgetary policy.

### DISCUSSION

The Executive Committee last re-stated the Authority's budgetary policy in 2007 with the adoption of Resolution No. 256. The purpose of this report is to update this policy to ensure staff can develop future annual budgets that meet the current expectations of the Executive Committee and the Authority's member cities.

As proposed, Resolution No. 321 would make a number of changes to this policy and provide clarity on some outstanding fiscal issues, as outlined below.

#### Accounting Funds

Current policy only accounts for Fund 10/Enterprise Fund. However, the Authority established Fund 20/Grant Fund many years ago to account for revenues and expenditures associated with federal grant awards. The recommended changes would account for both of these funds.

Budget Cycle

The current policy calls for a preliminary budget to be presented to the Executive Committee in April, with final approval by the Board of Directors in May. As proposed, the new policy would move the timeline of the annual budget cycle up by two months. A preliminary budget to be presented to the Executive Committee in February, with final approval by the Board of Directors in March. This modification would allow member cities to incorporate decisions made about the Authority’s budget into their own local budgets before they are finalized later in the spring.

Reserves

The current policy specifies that the budget should contain a 10% operating reserve for contingencies. Discussions occurring in conjunction with the adoption of the Fiscal Year 2018/19 budget indicated that the Executive Committee may have interest in modifying its reserve policy to ensure excess levels of funds are not unnecessarily maintained in the Authority’s treasury.

A four-year history of the Authority’s Operational Reserve and Equipment Replacement Fund (ERF) allocations is as follows:

| <b>YEAR</b> | <b>BUDGETED EXPENSES</b> | <b>OPERATING RESERVE</b> | <b>ERF</b> | <b>TOTAL RESERVE</b> | <b>RESERVE %</b> |
|-------------|--------------------------|--------------------------|------------|----------------------|------------------|
| FY2015/16   | \$9,800,435              | \$326,266                | -          | \$326,266            | 3.3%             |
| FY2016/17   | \$9,947,835              | \$326,266                | -          | \$326,266            | 3.3%             |
| FY2017/18   | \$11,224,274             | \$326,266                | -          | \$326,266            | 2.9%             |
| FY2018/19   | \$12,056,161             | \$326,266                | \$577,882  | \$904,148            | 7.5%             |

Since the Authority currently lacks a formal Capital Improvement Program (CIP), staff recommends that the Operating Reserve and ERF be combined to form one Operational and Capital Reserve. Once a CIP is developed, the Executive Committee can update this policy and bifurcate the Operational and Capital Reserve into two separated reserve funds and determine the prescribed levels for each reserve fund. Staff anticipates beginning to work on the development of a CIP plan within the next two years.

Additionally, staff recommends that the Executive Committee provide direction on the level of reserves to be included within the budgetary policy. Policy guidance from the Government Finance Officers Association (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating expenditures. This equates to approximately 17%. However, strictly speaking, this guidance applies to municipalities and counties and not special districts and joint powers agencies. Staff is not aware of any similar GFOA recommendations for special-purpose government agencies.

In circumstances where reserves have been appropriated by the Board of Directors and/or the Executive Committee, the proposed policy also requires the budget to include a plan to replenish the reserves to prescribed levels within three (3) years.

Periodic Reporting

The current policy specifies that the Executive Committee be presented with a budget performance report each month. The proposed policy would change the frequency of this reporting to quarterly.

Remitting of Excess Funds

The proposed policy would add provisions for excess funds, above and beyond those required by the Reserve Policy, to be remitted back to the Authority's member cities after fiscal year-end audited financial statements have been reviewed and accepted by the Executive Committee.

**FISCAL IMPACT**

None.

# ATTACHMENT #1

## Agenda Item E2

**RESOLUTION NO. 321**

**RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A BUDGETARY POLICY**

**WHEREAS**, Article IV (E & F) of the Bylaws of the South Bay Regional Public Communications Authority (Authority) authorizes the Board of Directors to establish an annual budget for the Authority and to exercise any other power to implement the annual budget; and

**WHEREAS**, Article IV (D) of the Bylaws of the Authority has appointed the Executive Committee to be responsible for the day-to-day management and control of the operations of the Authority; and

**WHEREAS**, the Authority recognizes the need to establish a budgetary policy to assure efficient and effective management of the funds entrusted to the Authority by its Members; and

**WHEREAS**, the Executive Director of the Authority shall be authorized to commit and expend the budgeted funds to carry out the mission of the Authority; and

**WHEREAS**, the Executive Committee, on August 21, 2007, established the Authority's budgetary policy by repealing Section 1.0 and 4.0 of Resolution No. 69 and Sections 1 and 2 of Resolution 194 and adopting Resolution No. 256.

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Committee of the Authority hereby adopts the following budgetary policy:

**SECTION 1: DEFINITIONS/SCOPE OF THE BUDGET**

- **Fiscal Period:** The year beginning July 1 and ending June 30
- **Budgeted Funds:** Fund 10/SBRPCA Enterprise Fund and Fund 20/Grant Fund
- **Budget Components:** Operating Budget; Capital Improvement Projects
- **Budget Categories:** Salaries & Benefits; Supplies & Services; Capital Outlay
- **Object Codes:** Line accounts such as Salaries; Overtime; Office Supplies; Legal Services; etc.
- **Departments:** Administration, Operations, Technical Services

## **SECTION 2: POLICY**

- The Executive Director shall prepare a preliminary operating and capital outlay budget and present it to the Executive Committee at the Committee's regularly scheduled meeting in February of each year.
- The preliminary budget shall include an estimated amount that each Member City will be charged to support the budget appropriation during the coming fiscal year.
- The preliminary budget will also include a \_\_\_\_% Operational and Capital Reserve for operating and/or capital expense contingencies. The initial starting point for these reserves will be the combined Operating Reserve and Equipment Replacement Fund amounts detailed in the adopted Fiscal Year 2018/2019 budget.
- In circumstances where reserves have been appropriated by the Board of Directors and/or the Executive Committee, the budget will included a plan to replenish the reserves to this prescribed level within three (3) years.
- After the Executive Committee has reviewed and approved the preliminary budget, this recommended budget shall be submitted to the Board of Directors at the Board's regularly scheduled meeting in March of each year.
- The Board of Directors shall adopt the budget in March of each year according to the Authority's Bylaws.

## **SECTION 3: LEGAL LEVEL OF BUDGETARY CONTROL**

- The legal level of budgetary control for management purposes is set by the Board of Directors and/or the Executive Committee at the fund level.

## **SECTION 4: BUDGET AMENDMENTS**

- The Executive Director may execute operating budget transfers between object codes within the budget categories and between departments provided that such transfers do not result in an increase to the overall budget.
- Changes to the capital improvement projects budget will require pre-approval by the Board of Directors and/or the Executive Committee.
- Budget amendments that are between budget categories or increase the total amount of the budget will require pre-approval by the Board of Directors and/or the Executive Committee.
- Appropriations from the Reserve will require pre-approval by the Board of Directors and/or the Executive Committee.

- Unencumbered appropriations lapse at year-end. Any carryover appropriations will require approval by the Board of Directors and/or the Executive Committee.

**SECTION 5 - FINANCIAL REPORTING**

- The Executive Director shall present a quarterly budget performance report to the Executive Committee.
- The Executive Director shall present a mid-year budget report to the Board of Directors at the Board's meeting in January of each year.
- The Executive Director shall present a fiscal year-end audited financial statements to the Executive Committee at the Committee's regularly scheduled meeting in February of each year or sooner.

**SECTION 6 – EXCESS FUNDS**

- Based on the fiscal year-end audited financial statements, the unreserved Fund 10 Enterprise Fund balance shall be eligible to be remitted to each member in proportion to each member's ownership share in the Authority, in accordance with its Bylaws.
- The actual amount to be remitted shall be determined by the Board of Directors and/or the Executive Committee.

**BE IT FURTHER RESOLVED**, that Sections 1 through 4 of Resolution No. 256 adopted on August 21, 2007 are hereby repealed.

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

Passed, approved, and adopted in a meeting held on the 18<sup>th</sup> day of December, 2018 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Edward Medrano, Chair  
Executive Committee

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Erick B. Lee, Secretary  
Executive Committee



## ATTACHMENT #2

Agenda Item E2

**RESOLUTION NO. 256**

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A BUDGETARY POLICY AND REPEALING SECTIONS 1.0 AND 4.0 OF RESOLUTION 69 AND SECTIONS 1 AND 2 OF RESOLUTION 194**

**WHEREAS**, Article IV(E & F) of the Bylaws of the South Bay Regional Public Communications Authority (Authority) authorizes the Board of Directors to establish an annual budget for the Authority and to exercise any other power to implement the annual budget; and

**WHEREAS**, Article IV(D) of the Bylaws of the Authority has appointed the Executive Committee to be responsible for the day-to-day management and control of the operations of the Authority; and

**WHEREAS**, the Authority recognizes the need to establish a budgetary policy to assure efficient and effective management of the funds entrusted to the Authority by its Members; and

**WHEREAS**, the Executive Director of the Authority shall be authorized to commit and expend the budgeted funds to carry out the mission of the Authority;

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Committee of the Authority hereby adopts the following budgetary policy:

**SECTION 1: DEFINITIONS/SCOPE OF THE BUDGET**

- **Fiscal Period:** The year beginning July 1 and ending June 30
- **Budgeted Funds:** Fund 10/SBRPCA Enterprise Fund
- **Budget Components:** Operating Budget; Capital Improvement Projects
- **Budget Categories:** Salaries & Benefits; Supplies & Services; Capital Outlay

- **Object Codes:** Line accounts such as Salaries (Full-time); Overtime; Medical Insurance, Legal Services, etc.
- **Departments:** Administration, Operations, Technical Services
  - The Executive Director shall prepare a preliminary operating and capital outlay budget and present it to the Executive Committee at the Committee's regularly scheduled meeting in April.
  - The preliminary budget shall include an estimated amount that each Member City will be charged to support the budget appropriation during the coming fiscal year.
  - The preliminary budget will also include a 10% Operating Reserve for contingencies.
  - After the Executive Committee has reviewed and approved the preliminary budget, it shall be submitted to the Board of Directors at the Board's regularly scheduled meeting in May.
  - The Board of Directors shall adopt the budget in May according to the Authority's Bylaws.

**SECTION 2: LEGAL LEVEL OF BUDGETARY CONTROL**

- The legal level of budgetary control for management purposes is set by the Board of Directors and/or the Executive Committee at the fund level.

**SECTION 3: BUDGET AMENDMENTS**

- The Executive Director *may* execute operating budget transfers between object codes within the budget categories and between departments provided that such transfers do not result in an increase to the overall budget.

- Changes to the capital improvement projects budget will require pre-approval by the Board of Directors and/or the Executive Committee.
- Budget amendments that increase the total amount of the budget will require pre-approval by the Board of Directors and/or the Executive Committee.
- Appropriations from the 10% Operating Reserve will require pre-approval by the Board of Directors and/or the Executive Committee.
- Unencumbered appropriations lapse at year-end. Any carryover appropriations will require approval by the Board of Directors and/or the Executive Committee.

**SECTION 4 – FINANCIAL REPORTING**

- The Executive Director shall present a monthly budget performance report to the Executive Committee.
- The Executive Director shall present a mid-year budget report to the Board of Directors at the Board’s meeting in January.
- The Executive Director shall present a fiscal year-end audited financial statements to the Executive Committee at the Committee’s regularly scheduled meeting in February or sooner.

**SECTION 5 – REPEAL PORTIONS OF RESOLUTION 69 AND RESOLUTION 194**

Sections 1.0 and 4.0 of Resolution 69 and Sections 1 and 2 of Resolution 194 are hereby repealed.

**WE HEREBY CERTIFY**, the foregoing is a true copy of the Resolution adopted by the Executive Committee of the South Bay Regional Public Communications Authority at a regularly scheduled meeting on the 21<sup>st</sup> day of August 2007, by the following vote:

AYES: LANSDELL, PATHIRANA.

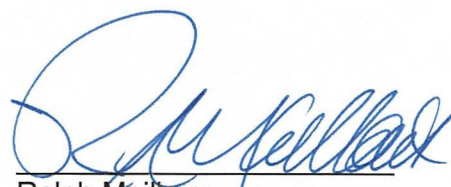
NOES: NONE.

ABSENT: DOLAN.

ABSTAIN: NONE.



Jag Pathirana, Chairman  
Executive Committee



Ralph Mailoux  
Executive Secretary



# Staff Report

## South Bay Regional Public Communications Authority

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

A handwritten signature in blue ink, appearing to be "Erick B. Lee", is written over the subject line.

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

- Update on INSB Network Project
- Update on UASI Grant Reimbursement
- Pilot Program to Improve Fire Department Response Times
- Communications Operator Recruitment Update




# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** December 18, 2018

**ITEM:** H1

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director 

**SUBJECT:** STEP 4 BOARD OF REVIEW HEARING: GRIEVANCE FILED BY COMMUNICATIONS OPERATOR SIRENA BOSKOVICH

**ATTACHMENTS:**

1. Memorandum from Authority Counsel and Draft Decision
2. Staff Report from November 20, 2018 Meeting

### **RECOMMENDATION**

Staff recommends that the Executive Committee continue to conduct a Step 4 Board of Review hearing on the grievance filed by Communications Operator Sirena Boskovich in accordance with Article 16, Section 16.6(d) of the Authority’s Memorandum of Understanding (“MOU”) with the California Teamsters Public, Professional and Medical Employees Union Local 911 (“Teamsters”).

### **DISCUSSION**

On November 20, 2018, the Executive Committee conducted a Step 4 Board of Review hearing on the matter brought forth by Communications Operator Sirena Boskovich. The terms of the MOU specify that the Executive Committee must submit its formal decision to the Teamsters within 20 days of the Board of Review hearing. However, during the hearing, Teamsters Representative Carlos Rubio agreed to waive the timing associated with this deadline to allow this matter to be continued to the Executive Committee’s December 18, 2018 meeting.

The Authority’s Counsel has prepared a draft decision template (Attachment #1) that the Executive Committee may use to document its decision in this matter.

### **FISCAL IMPACT**

None at this time.

# ATTACHMENT #1

Agenda Item H1





**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**

**M E M O R A N D U M**

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**DATE:** December 18, 2018

**TO:** Executive Committee Members Arnold Shadbehr and Bruce Moe

**FROM:** Peter Wallin, Authority Counsel

**SUBJECT:** Decision in re: the Grievance Appeal of Sirena Boskovich

In order to expedite the completion of this matter I have prepared the attached template for the decision. Upon you reaching a decision in this matter I will complete the document for your signature.

Please feel free to suggest any modifications to this draft as well as providing the ultimate decision.

DECISION OF THE EXECUTIVE COMMITTEE OF THE  
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY  
IN RE THE GRIEVANCE OF SIRENA BOSKOVICH

**Statement of Case**

Communications Officer Sirena Boskovich filed a grievance regarding her inability to utilize vacation leave and her consequential loss of 54 hours of vacation leave accruals.

**Step 4 Hearing of the Grievance**

Mrs. Boskovich's appeal from the Step 3 denial of her grievance by South Bay Regional Public Communications Authority's ("RCC") Executive Director was heard by the Executive Committee on November 20, 2018. Mrs. Boskovich was represented by Teamsters Representative Carlos Rubio.

Executive Committee Member Edward Medrano was absent from the hearing. Pursuant to stipulation of the parties the matter was heard by Committee Members Arnold Shadbehr and Bruce Moe. The parties further stipulated to admission of the following documents for the administrative record:

1. The Grievance;
2. The Step 1 Decision dated April 26, 2018;
3. The Request for Step 2 Review dated May 1, 2018;
4. The Step 2 Decision dated May 17, 2018;
5. The Request for Step 3 Review dated May 18, 2018;
6. Additional Information provided by Carlo Rubio on June 28, 2018;
7. The July 19, 2018 Step 3 Grievance Response;
8. Section 16 of the MOU.

Mrs. Boskovich presented her grievance.

She stated that due to seniority rules, a moratorium on leave and other personal reasons, she was unable to take sufficient vacation leave. She accumulated 336 hours of vacation leave and thereafter ceased accruing vacation leave because she had reached the maximum amount of time that can be accrued under the Memorandum of Understanding ("MOU") between RCC and the California Teamsters Public Professional and Medical Employees Union, Local 911. She asserted that her situation was the functional equivalent of a canceled leave for which additional accruals are allowed.

While Mrs. Boskovich's grievance was not initiated within 5 days from her becoming aware of her prospective loss of leave she explained that her grievance was based on disparate treatment in that she heard that another employee in similar circumstances had been allowed to avoid such a forfeiture and that the current grievance was initiated within 5 days of her becoming aware of that.

RCC staff responded that the other employee had in fact not been allowed to avoid a forfeiture and further, that the other employee was in a different bargaining unit assigned to administration, subject to a different MOU, and was not in a work situation comparable to that of a communications operator.

On conclusion of the hearing the matter was submitted for determination. The parties agreed to waive the 20 day time limit on the Committee decision in order to allow the matter to be concluded on December 18, 2018 at the next regularly scheduled Executive Committee meeting.

**Findings**

The Executive Committee finds as follows:

Mrs. Boskovich believed in good faith that she was being treated in a different manner than an employee in a similar situation. However, it appears that was not the case.

The MOU provides for a maximum accrual of 336 hours and vacation selection is based on seniority. The grievance procedure is not the proper forum for modifying those rules.

As to the claim that this should be treated as a cancellation of vacation ????????????

**Decision**

Based upon the foregoing the appeal is [denied][granted}.

This decision is final and the appellant is notified that the time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure Section 1094.6.

Dated: December 18, 2018

\_\_\_\_\_  
Arnold Shadbeh

\_\_\_\_\_  
Bruce Moe

PROOF OF SERVICE BY FIRST-CLASS MAIL

I am over 18 years of age. I am employed by the South Bay Regional Public Communications Authority ("RCC") at 4440 W Broadway, Hawthorne, CA 90250.

On December \_\_\_\_\_, 2018, I served a copy of the DECISION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY IN RE THE GRIEVANCE OF SIRENA BOSKOVICH together with this Proof of Service by First-Class Mail on the appellant and her representative, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_

I served the document by enclosing it in a sealed envelope and depositing the sealed envelope in the mail at RCC with the postage fully prepaid. I am readily familiar with RCC's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on the same day in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENT #2

Agenda Item H1




# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** November 20, 2018

**ITEM:** H1

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director 

**SUBJECT:** STEP 4 BOARD OF REVIEW HEARING: GRIEVANCE FILED BY COMMUNICATIONS OPERATOR SIRENA BOSKOVICH

**ATTACHMENTS:**

1. Grievance
2. Step 1 Decision by Communications Supervisor
3. Request for Step 2 Review
4. Step 2 Decision by Administration Manager
5. Request for Step 3 Review
6. Additional Information Provided on June 28, 2018
7. Step 3 Decision by Executive Director
8. Request for Step 4 Review
9. Grievance Procedure from the Teamsters' MOU

### RECOMMENDATION

Staff recommends that the Executive Committee conduct a Step 4 Board of Review hearing on the grievance filed by Communications Operator Sirena Boskovich in accordance with Article 16, Section 16.6(d) of the Authority's Memorandum of Understanding ("MOU") with the California Teamsters Public, Professional and Medical Employees Union Local 911 ("Teamsters").

### BACKGROUND

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, the Authority has established a grievance procedure with its employees represented by the Teamsters. As established by this procedure, any permanent, non-probationary employee shall have the right to grieve a decision made by the Authority affecting his/her employment and relating to matters defined as "any dispute concerning the interpretation or application of this written Memorandum of Understanding, or of Authority Rules & Regulations governing personnel practices or working conditions."

Under this 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.

Step 1 of the formal grievance process begins when an employee presents a written grievance to his/her immediate supervisor. Upon receipt of a written grievance, the supervisor must render a written decision within five (5) calendar days. The employee has five (5) calendar days to appeal this Step 1 decision to the Administration Manager if he/she is not satisfied with the decision.

Step 2 of the formal grievance process begins when an employee appeals a Step 1 decision to the Administration Manager. Upon receipt of an appeal of a Step 1 decision, the Administration Manager shall promptly discuss the grievance with the employee and his/her representative, if any, and any other persons having relevant information about the grievance. The Administration Manager must render a written decision within ten (10) calendar days. The employee has five (5) calendar days to appeal this Step 2 decision to the Executive Director if he/she is not satisfied with the decision.

Step 3 of the formal grievance process begins when an employee appeals a Step 2 decision to the Executive Director. Upon receipt of an appeal of a Step 1 decision, the Executive Director shall promptly discuss the grievance with the employee and his/her representative, if any, and any other persons having relevant information about the grievance. The Executive Director must render a written decision within ten (10) calendar days. The employee has twenty (20) calendar days to appeal this Step 3 decision to the Executive Committee if he/she is not satisfied with the decision.

Step 4 of the formal grievance process begins when an employee appeals a Step 3 decision to the Executive Committee (Board of Review). The procedures outlined in the MOU for Step 4 review specify that:

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 formal 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.

## **DISCUSSION**

On or about April 24, 2018, Communications Operator Sirena Boskovich filed a grievance (Attachment #1) over the following issues:

1. Inability to utilize vacation leave benefits provided to her under the MOU.
2. Dissatisfaction with the Authority's vacation leave selection process for Communications Operators.
3. Allegation of differential treatment.

As proposed remedies, Communications Operator Boskovich has requested that:

- she not be subject to the 336 hour limit on vacation leave accruals specified in Section 9.11 of the MOU.
- any amount of vacation leave that she elects to convert to cash not be subject to the 85% regular rate of pay per Section 12.12 of the MOU. Rather, she has requested that this amount should be paid at 100% of her regular rate of pay.
- the vacation leave selection practice for Communications Operators be revised to be more equitable for all employees while still maintaining a seniority component.
- the Authority provide equal treatment to all employees regardless of their respective bargaining unit.
- if exceptions are provided by the Authority to one employee, then all employees should have the opportunity to request similar exceptions on a case-by-case basis.

Step 1 of this process was handled by Communications Supervisor Shander Coston and the written decision was issued on April 26, 2018 (Attachment #2). Communications Operator Boskovich was not satisfied with this decision and appealed it to Administration Manager John Krok, via her Teamsters representative Carlos Rubio, on May 1, 2018 (Attachment #3).

As part of the Step 2 process, Administration Manager John Krok met with Mr. Rubio and Communications Operator Boskovich on May 8, 2018 to discuss the issues identified in the grievance. He issued his written decision on May 17, 2018 (Attachment #4). Communications Operator Boskovich was not satisfied with this decision and appealed it to Executive Director Erick Lee, via her Teamsters representative Carlos Rubio, on May 18, 2018 (Attachment #5).

As part of the Step 3 process Executive Director Erick Lee met with Mr. Rubio and Communications Operator Boskovich on May 30, 2018 to discuss the issues identified in the grievance. At the conclusion of that meeting, Mr. Rubio requested that the Executive Director not render a decision on the grievance within the next 10 days as specified in the MOU. Instead, Mr. Rubio requested that he wait until Mr. Rubio would be able to provide him with supplementary information. That supplementary information was provided to the Executive Director on June 28, 2018 (Attachment #6). Due to the additional time needed to analyze and research the supplementary information, Mr. Rubio agreed to extend the deadline for the Step 3 decision until July 19, 2018. This written decision was issued on July 19, 2018 (Attachment #7).



Communications Operator Boskovich was not satisfied with this decision and appealed it to the Executive Committee, via her Teamsters representative Carlos Rubio, on August 14, 2018 (Attachment #8). While this date is in excess of the 20 calendar days to file the request for a Step 4 appeal, Mr. Rubio did contact the Executive Director on July 26, 2018 requesting an extension for filing the appeal due to scheduling issues. This request was granted and the deadline to request a Step 4 appeal was extended to August 15, 2018.

Although the MOU specifies that the Executive Committee must convene a Board of Review hearing to consider the grievance within 15 days of receiving the request, Mr. Rubio requested that this item not be considered at the next available meeting of the Executive Committee, which was August 21, 2018. Additionally, both the Authority and the Teamsters agreed to not schedule this hearing for the Executive Committee's meeting on September 18, 2018 due to scheduling issues of involved parties. Furthermore, this item was not considered at the October 16, 2018 meeting due to concerns from the Teamsters about the forum for the hearing. Those issues have been resolved and the grievance can now be considered at this meeting of November 20, 2018.

Staff recommends that the Executive Committee conduct the hearing as follows:

1. Public Comment
2. Argument for Grievance by Communications Operator Boskovich & Mr. Rubio
3. Rebuttal by Executive Director
4. Surrebuttal by Communications Operator Boskovich & Mr. Rubio
5. Deliberation by the Executive Committee

Under the terms of the MOU, the Executive Committee shall submit its formal decision to the Teamsters within 20 days of the Board of Review hearing and its decision shall be final.

**FISCAL IMPACT**

None at this time.

# **ATTACHMENT #1**

Agenda Item H1

Hi John,

As you now know I will be losing vacation time here shortly. I truly pride myself in coming to work and helping with the overtime, however at the same time I think it is important in this line of work that we all have time off to re-energize.

I'm aware of the time and energy that goes into the recruiting process and where we currently stand. I hope that as we move forward a new model can be implemented with how vacation and holiday time is selected, more so now since senior dispatchers are monopolizing the vacation time by bidding 6 to 8 weeks off a year. However in the meantime can something be done regarding the vacation hours that I will be losing? This comes even after I cashed out the maximum amount of vacation hours (72 hours) allowed during the last October 2017 payout.

I will start losing vacation time on the April 27th paycheck up until the June 8th paycheck. My June vacation will then drop me below the maximum 336 hours allowed to accumulate and then I will start losing again from August 17, 2018 through October 26, 2018.

Here is the breakdown.

April 27, 2018 - June 8th, 2018: Projected to lose 26 hours

June Vacation: I'll use 36 hours

August 17, 2018 - October 26, 2018: Projected to lose 28 hours

November Payout: I'll cash in 72 hours again

Thank you for your time,  
Sirena Boskovich

## **ATTACHMENT #2**

Agenda Item H1

To: Sirena Boskovich, Communications Operator  
Date: April 26, 2018  
From: Shander Coston, Communications Operator  
Re: **Article 16 – Grievance- (received on April 24, 2018)**

In response to Section 9.11 – Vacation Leave/APM: You expressed your inability to select more than 1 week of vacation during each shift bid. And because you will reach your maximum accrual per the MOU, you feel that you are being forced to convert vacation hours for cash at a lesser rate. You further stated that because of the shift selection/vacation leave selection process, the option of cashing out vacation leave seems to be more so mandatory than optional. I interpret your solution for this part of the grievance is to be allowed to continue to accrue vacation leave past your maximum hours or if you are forced to cash it out, to be able to cash it out at 100% rather than at 85% per your most recent Memorandum of Understanding.

As section 9.11 of the MOU states, all accumulation maximums cannot be exceeded and the accrual accumulation stops until accrual is below the maximum. Section 12.12 does indicate that you do have the option of converting a limited number of vacation leave hours, depending on your years of service, at 85% of your regular rate of pay. If you choose not to cash out, the other option would be to not accrue additional vacation leave hours until your totals are below the maximum. In both cases it appears that you are losing time and/or money. Because the Memorandum of Understanding is a binding contract between SBRPCA and the Teamsters Union, it is not legal to just disregard it or make changes. The solution would be to fight for changes to this procedure during contract negotiation time.

In response to the 2<sup>nd</sup> portion of your grievance pertaining to the Vacation Selection Process: Your suggestion of having all involved parties discuss a better way to execute the vacation selection process is an excellent idea that may lead to a solution. The caveat that you should be aware of is that scheduling is management's right. The following is taken from Article 3 of the most recent MOU between SBRPCA and Teamsters Local 911:

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 the 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 missions 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***.

April 26, 2018

In response to your 3<sup>rd</sup> concern regarding differential treatment: I am not fully aware of, nor do I have any details pertaining to this 'option' you referred to that is possibly being provided to Supervisor Farley. Further inquiry into this matter should be addressed at the ADMIN level.

I am an avid supporter of all personnel being treated fair and equal, always.

Response respectfully submitted,

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Shander Coston, Communications Supervisor      Date

## **ATTACHMENT #3**

Agenda Item H1

From: Carlos Rubio <[crubio@teamsters911.com](mailto:crubio@teamsters911.com)>  
Sent: Tuesday, May 1, 2018 07:29  
Subject: Sirena Boskovich  
To: Krok, John <[jkrok@rcc911.org](mailto:jkrok@rcc911.org)>, Kauffman, Shannon <[skauffman@rcc911.org](mailto:skauffman@rcc911.org)>  
Cc: Boskovich, Sirena <[sboskovich@rcc911.org](mailto:sboskovich@rcc911.org)>

Good Morning John and Shannon,

The purpose of this correspondence is to file a timely grievance in accordance to Article 16 of our Memorandum of Understanding at Step 2.

We are emailing both of you because I'm not sure who will serve the role of the Administration Manager from the Authority for this purpose.

Ms. Boskovich disagrees with the supervisor's decision provided at Step 1 of the grievance procedure.

We would like for all of the concerns submitted by Ms. Boskovich to be considered and reviewed in good faith.

The issues are the following:

1. Vacation Leave Benefit/ APM
2. Vacation Selection Process
3. Differential Treatment

Please confirm receipt of this grievance and let me know when you are available to meet to have a Step 2 grievance to address the concerns brought forward by Ms. Boskovich.

If you have any questions please feel free to contact me.

Thank you,

Carlos I. Rubio  
California Teamsters Local 911  
Public, Professional & Medical Employees Union  
9900 Flower Street  
Bellflower, CA 90706  
T: (562) 595-4518 Ext: 111  
F: (562) 427-7298  
E: [crubio@teamsters911.com](mailto:crubio@teamsters911.com)



## **ATTACHMENT #4**

Agenda Item H1

**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY****M E M O R A N D U M**

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Date: May 17th, 2018

**TO:** Sirena Boskovich, Communications Operator**FROM:** John Krok, Administration Manager**SUBJECT:** Step 2 Grievance Response

I have reviewed your grievance and the First Level of Review (Step 1) grievance response issued to you on April 26, 2018 by your supervisor, Shander Coston. This memorandum shall serve as my Step 2 grievance response as the Administration Manager, pursuant to Section 16.6(b) of the Memorandum of Understanding ("MOU") between the South Bay Regional Public Communications Authority ("Authority") and California TEAMSTERS Local 911 ("TEAMSTERS").

I have considered the issues you have raised regarding the Vacation Leave Benefit/APM, the Vacation Selection Process and differential treatment. However, you have not raised a grievable issue at this time.

MOU Article 16, Section 16.2 defines a "grievance" as "any dispute concerning the interpretation or application of this written Memorandum of Understanding, or of Authority Rules & Regulations governing personnel practices or working conditions." Additionally, represented employees only 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.*" (MOU Article 16, Section.3 [Emphasis added].)

Your grievance does not allege that the Authority has misinterpreted, misapplied or failed to follow the Authority's policies and regulations, or any specific MOU provisions. As Mr. Carlos Rubio, your TEAMSTERS representative, stated during our meeting on May 8<sup>th</sup>, 2018, the "goal of [your] request is to find a mechanism to allow [you] to continue to accrue hours." Your complaint is based on your belief that the applicable MOU provisions and Authority's policies/practices are set up in a manner that unfairly limits your ability to use vacation leave and continue to accrue vacation time. The Authority is scheduling vacations and shifts in an appropriate manner, and it is following all applicable policies and MOU provisions, including Section 9.11, which sets vacation accrual and accumulation limits.

It is also interesting to note that while on the one hand you raise concerns about differential treatment in your grievance, on the other hand you are specifically

requesting differential treatment – that you be allowed a one-time cash-out so that you will be in a position to accrue additional vacation time. However, if the Authority provided such a cash-out to you, then other employees could have concern about the Authority acting contrary to the express terms of the MOU and applicable rules and policies. Also, it would not be fair to treat you in a different manner than the other members of your bargaining unit.

Additionally, the MOU does provide for relief in the event “the requirements of service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the calendar year” in that “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.” While I do not believe this is your specific concern in this case, this provision does evidence that the Authority and TEAMSTERS have specifically contemplated situations where an employee is unable to use vacation and have negotiated provisions to address these concerns.

Accordingly, your grievance is denied, as you have not raised a grievable issue. The Authority will, however, continue to treat all employees in an equitable manner, and to meet and confer with TEAMSTERS regarding issues within the scope of representation. If you have any further questions, please do not hesitate to contact me.

CC: Carlos Rubio, California TEAMSTERS Local 911

## **ATTACHMENT #5**

Agenda Item H1

**From:** Carlos Rubio <[crubio@teamsters911.com](mailto:crubio@teamsters911.com)>  
**Sent:** Friday, May 18, 2018 07:29  
**To:** Lee, Erick <[elee@rcc911.org](mailto:elee@rcc911.org)>  
**Cc:** Boskovich, Sirena <[sboskovich@rcc911.org](mailto:sboskovich@rcc911.org)>  
**Subject:** Fwd: Step 2 Grievance Response

Good Morning Mr. Lee:

The purpose of this correspondence is to request this grievance to be heard at Step 3 of Article 16 Grievance procedure of the MOU.

The employee is not satisfied with the decision rendered at the Step 2 level and therefore we are appealing at your level.

Please confirm receipt of this email and that we have filed a timely appeal.

Let's coordinate calendars to for you to hear the grievance.

If you have any questions please feel free to contact me.

Thank you,

Carlos I. Rubio  
California Teamsters Local 911  
Public, Professional & Medical Employees Union  
9900 Flower Street  
Bellflower, CA 90706  
T: (562) 595-4518 Ext: 111  
F: (562) 427-7298  
E: [crubio@teamsters911.com](mailto:crubio@teamsters911.com)

Begin forwarded message:

**From:** "Krok, John" <[jkrok@rcc911.org](mailto:jkrok@rcc911.org)>  
**Date:** May 17, 2018 at 10:29:26 AM PDT  
**To:** "Boskovich, Sirena" <[sboskovich@rcc911.org](mailto:sboskovich@rcc911.org)>  
**Cc:** Carlos Rubio <[crubio@teamsters911.com](mailto:crubio@teamsters911.com)>  
**Subject:** Step 2 Grievance Response

Sirena,  
Please see attached response for Step 2 of your grievance.

**John Krok**

Administration Manager  
South Bay Regional Public Communications Authority  
4440 West Broadway  
Hawthorne, CA 90250  
310.973.1802 x103  
[jkrok@rcc911.org](mailto:jkrok@rcc911.org)

<Boskovich Grievance.docx>

## **ATTACHMENT #6**

Agenda Item H1

**Subject:** Re: Sirena Boskovich Response  
**Date:** Friday, June 29, 2018 at 04:14:14 Pacific Daylight Time  
**From:** Carlos Rubio  
**To:** Boskovich, Sirena  
**CC:** Lee, Erick

Erick, thank you and therefore please let us know when you would expect to have a response by. We appreciate your patience and cooperation.

Carlos I. Rubio  
California Teamsters Local 911  
Public, Professional & Medical Employees Union  
9900 Flower Street  
Bellflower, CA 90706  
T: (562) 595-4518 Ext: 111  
F: (562) 427-7298  
E: [crubio@teamsters911.com](mailto:crubio@teamsters911.com)

On Jun 29, 2018, at 3:43 AM, Boskovich, Sirena <[sboskovich@rcc911.org](mailto:sboskovich@rcc911.org)> wrote:

I concur and do not have anything that I would like to add at this time.

Thank you,

Sirena Boskovich

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**From:** Carlos Rubio <[crubio@teamsters911.com](mailto:crubio@teamsters911.com)>  
**Sent:** Thursday, June 28, 2018 9:18:31 PM  
**To:** Lee, Erick  
**Cc:** Boskovich, Sirena  
**Subject:** Sirena Boskovich Response

Dear Mr. Lee,

The following is our response to the meeting we held on May 30, 2018. If Ms. Boskovich has anything to add she will do so. We committed to getting this to you today however, Ms. Boskovich has not seen this final draft so I will let her tell you if she would like to make any modifications.

On or about April 24, 2018 employee Sirena Boskovich, Communications Operator, filed a grievance in accordance to Article 16 of the Memorandum of Understanding (MOU) in the following manner:

1. Section 9.11 – Vacation Leave/ APM
  - a. Dispute concerning the interpretation and or application.
    - i. As of the last vacation bid by nature of the selection process I was not able in a good faith manner; to select vacation time off in excess of one week; due to the fact that I will reach my maximum accrual per MOU I will be forced to convert for cash a limited amount of hours of vacation in addition to losing vacation time. In my opinion this represents a cancellation of my vacation. Specifically, because according to our MOU the annual payment for unused vacation leave is supposed to



- be optional but in this particular case it is mandatory and has been for many years.
- ii. My suggested correction for this is that since I do not have the opportunity to select any vacation time off beyond one week I should not suffer the consequences of losing time and cashing out at a lesser rate because I did not have the fair ability to be approved to take additional weeks off. Also, since I would be forced to cash out I believe that I should be paid out at a higher rate.

2. Vacation Selection Process

- a. Dispute concerning the interpretation and or application.
  - i. Provided that current employees have a high amount of service on average on the books the available vacation slots are not enough to support the negotiated vacation benefit in the MOU; Specifically with the current practice of allowing employees to select unlimited and consecutive weeks off at one time in a shift selection bid.
  - ii. My suggested correction is for the appropriate parties to have a discussion on how best to analyze and review a vacation selection process that maintains a seniority component but that has other elements of fairness as it relates to the issues brought up above.

3. Differential Treatment

- a. Dispute concerning the interpretation and or application of applicable MOU and or APM.
  - i. As it relates to a flexibility and or option provided to supervisor Sandra Farley in association with usage of time accruals.
  - ii. My suggested correction is for the Authority to treat all employees equal and that if one exception is made for one employee regardless of their bargaining unit; that all employees then have their opportunity to present their case on a case by case scenario.

On or about April 26, 2018, her supervisor Shander Coston, Communications Supervisor (Mistakenly listed as an Communications Operator in the Memo) responded to the grievance. Please see your files for reference.

Ms. Coston makes reference to the MOU, management rights, and does not address the circumstances surrounding the preferential treatment witnesses by Ms. Boskovich herself.

As a result of this response Ms. Boskovich proceeded to the next level in the grievance process.

On or about May 1, 2018 Ms. Boskovich through representation filed the following grievance:

The purpose of this correspondence is to file a timely grievance in accordance to Article 16 of our Memorandum of Understanding at Step 2.

We are emailing both of you because I'm not sure who will serve the role of the Administration Manager from the Authority for this purpose.

Ms. Boskovich disagrees with the supervisor's decision provided at Step 1 of the grievance procedure.

We would like for all of the concerns submitted by Ms. Boskovich to be considered and reviewed in good faith.

The issues are the following:

1. Vacation Leave Benefit/ APM
2. Vacation Selection Process
3. Differential Treatment

Please confirm receipt of this grievance and let me know when you are available to meet to have a Step 2 grievance to address the concerns brought forward by Ms. Boskovich.

On or about May 17, 2018 the Union received a response from John Krok, Administration Manager (Copy which you will find attached)

In his response Mr. Krok stipulates the following:

Your grievance does not allege that the Authority has misinterpreted, misapplied or failed to follow the Authority's policies and regulations, or any specific MOU provisions. As Mr. Carlos Rubio, your TEAMSTERS representative, stated during our meeting on May 8<sup>th</sup>, 2018, the "goal of [your] request is to find a mechanism to allow [you] to continue to accrue hours." Your complaint is based on your belief that the applicable MOU provisions and Authority's policies/practices are set up in a manner that unfairly limits your ability to use vacation leave and continue to accrue vacation time. The Authority is scheduling vacations and shifts in an appropriate manner, and it is following all applicable policies and MOU provisions, including Section 9.11, which sets vacation accrual and accumulation limits.

It is also interesting to note that while on the one hand you raise concerns about differential treatment in your grievance, on the other hand you are specifically requesting differential treatment – that you be allowed a one-time cash-out so that you will be in a position to accrue additional vacation time. However, if the Authority provided such a cash-out to you, then other employees could have concern about the Authority acting contrary to the express terms of the MOU and applicable rules and policies. Also, it would not be fair to treat you in a different manner than the other members of your bargaining unit.

The Union disagrees with this whole statement because the Ms. Boskovich filed a grievance in a timely fashion and within the grievance parameters. The nature of this case is that the Authority due to various reasons has limitations in fulfilling the commitments it has negotiated with the Union for employees including Ms. Boskovich, who due a suspension of vacation or blocked out dates due to the transition of Culver City and due to the nature of the current vacation bidding system could not secure but one week maximum vacation and then would be set to stop accruing which we classify as losing time during this ongoing period of time. Mr. Krok expresses the goal of your request without considering or listing the various goals of the grievance and requests. Furthermore, Mr. Krok goes on to accuse Ms. Boskovich of requesting special treatment which couldn't be more faraway from the truth. Ms. Boskovich was looking for options just like Ms. Farley has looking for options as she was faced with the possibility of losing time which as Ms. Boskovich witnessed had been worked out already with the Administration. It was the witnessing of this event that actually led Ms. Boskovich to pursue filing a grievance due to the nature of the concession that the Administration would be providing Ms. Farley. Therefore, Mr. Krok stipulating that other employees could have concern about the Authority acting contrary to the express terms of the MOU and applicable rules and policies does not hold ground provided that Ms. Boskovich is clear on what she heard Ms. Farley communicate on the operations floor.

Mr. Krok goes on to classify Ms. Boskovich's grievance as not grievable. If the matter was not a grievance then why would Ms. Coston hear her grievance and subsequently the Executive Director?

On or about May 22, 2018 the Union submitted the following to Erick Lee, Executive Director:

The purpose of this correspondence is to request this grievance to be heard at Step 3 of Article 16 Grievance procedure of the MOU.

The employee is not satisfied with the decision rendered at the Step 2 level and therefore we are appealing at your level.

Please confirm receipt of this email and that we have filed a timely appeal.

Let's coordinate calendars to for you to hear the grievance.

On or about May 30, 2018 Ms. Boskovich, Mr. Lee and Carlos Rubio, Senior Business Representative met at the Authority's premises.

As previously expressed the employee has not been satisfied with the response from Ms. Coston at Step 1 and the response from the Mr. Krok at Step 2 of the grievance process. We firmly believe that the responses at Step 1 and 2 do not address the specific concerns that Ms. Boskovich has laid out. We firmly believe that Ms. Boskovich does have a grievance and that the intent of the memorandum of understanding was never to limit or prevent employees from exercising their right to go on vacation and or continue to accrue vacation if for some reason the needs of the authority prevented an employee from exercising their right to utilize their earned vacation. Ms. Boskovich is not requesting for special treatment or for a favor but she did express that if Ms. Farley was receiving consideration for special treatment then that she should be afforded the same opportunity just like other employees as well. Ms. Boskovich is the employee speaking up but may not be the only one that has concerns associated with this issue. Employee safety, work life balance, productivity, and morale ultimately may have an impact in the delivery of the crucial services that employees provide. The working conditions where employees are mandated/forced to work overtime add to the health and safety

concerns of employees. Employees are exhausted from all of the hours they are mandated to work and from the constant directives that require them to be ready for duty. It truly boils down to employees crying loudly for help for their own sanity of a balance that for years has been dealt with a message that, "this is the industry," and "this is what employees signed up for," we disagree, because we feel employees joined the service to serve and protect just like safety employees did, yet they feel they only serve and do so without a balance. Of all of the employees we ask how many are fully trained? How many vacancies need to be filled? How to we address trainees, leaves of absences, medical injuries? How to plan for a balance or an unfortunate rainy day? How do we balance the needs of the business operations with the needs and wants of the service providers in this case the employees? The employees are the lifeline to the safety of the communities they serve! They answer the call when the citizenry most needs it; they need to be in the best fitness to deliver and when they can't take enough time off it eats at their physical and mental health which can make them susceptible to errors and or injuries. At this point and based on the responses Ms. Boskovich feels powerless in this situation she finds unfair and unreasonable. We urge you to help us find a solution for everyone immediately that is fair and reasonable across the board. Lastly, we request that you review the pay sheets for Supervisors and Administrators and determine if any concessions have been allowed during recent times.

If you have any question please feel free to contact me. Thank you,

Carlos I. Rubio  
California Teamsters Local 911  
Public, Professional & Medical Employees Union  
9900 Flower Street  
Bellflower, CA 90706  
T: (562) 595-4518 Ext: 111  
F: (562) 427-7298  
E: [crubio@teamsters911.com](mailto:crubio@teamsters911.com)

# **ATTACHMENT #7**

Agenda Item H1


**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**

**M E M O R A N D U M**

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**DATE:** July 19 , 2018

**TO:** Sirena Boskovich, Communications Operator

**FROM:** Erick Lee, Executive Director 

**SUBJECT:** Step 3 Grievance Response

**ATTACHMENTS:**

1. Grievance
2. Step 1 Decision
3. Request from Carlos Rubio for Step 2 Review
4. Step 2 Decision
5. Request from Carlos Rubio for Step 3 Review
6. Additional Information Provided on June 28, 2018
7. Copy of Section 16 of the MOU with the Teamsters

**INTRODUCTION**

I have reviewed the grievance you filed on or about April 24, 2018 and the Step 1 and Step 2 grievance decisions issued to you on April 26, 2018 and May 17, 2018, respectively. On May 18, 2018, your representative, Carlos Rubio from California Teamsters Local 911 ("Teamsters"), requested that this grievance be escalated to Step 3. On May 30, 2018, I met with you and Mr. Rubio to discuss the grievance. At the conclusion of that meeting, Mr. Rubio requested that I not render a decision on the grievance within the next 10 days. Instead, Mr. Rubio requested that I wait until he was able to provide me with additional information. That additional information was provided to me on June 28, 2018. Due to the additional time needed for me to analyze and research the additional information provided, Mr. Rubio agreed to extend the deadline for my decision until July 19, 2018.

In response to your request for Executive Director Review of your grievance, this memorandum shall serve as my Step 3 decision as the Executive Director, pursuant to Section 16.6(c) of the Memorandum of Understanding ("MOU") between the South Bay Regional Public Communications Authority ("Authority") and the Teamsters.

**SUMMARY OF GRIEVANCE**

My understanding of your grievance and proposed remedies are as follows:

1. Your inability to utilize the vacation leave benefits provided to you under the MOU.

During the shift, vacation, and holiday selection for the current period of March 10, 2018 to September 7, 2018, you were unable to select more than one week of vacation because employees assigned to similar days/hours as you, and with more seniority than you, selected vacation days that otherwise could have been available to you. As a consequence and during this period, you will be required to convert a limited number of hours of unused vacation leave to cash at 85% of your regular rate of pay (benefit provided to Group A employees per Section 12.12 of the MOU) in order to maximize your ability to continue to accrue vacation leave. Furthermore, your accumulated vacation leave will reach 336 hours, which is the maximum amount allowable under the MOU, prior to the end of this period and before you have the opportunity to select additional vacation days, thus creating a situation where you will no longer accrue vacation leave. You have asserted that since you are unable to accrue additional vacation leave, this amounts to a cancellation of your vacation.

As proposed remedies, you have suggested that you not be subject to the 336 hour limit on vacation leave accruals specified in Section 9.11 of the MOU. Additionally, you have suggested that any amount of vacation leave that you elect to convert to cash not be subject to the 85% regular rate of pay per Section 12.12 of the MOU. Rather, you request that this amount should be paid at 100% of your regular rate of pay.

2. Your dissatisfaction with the vacation leave selection process.

You assert that current staffing levels are not sufficient to provide all employees with the ability to utilize all of their accumulated vacation leave. Additionally, you contend that the current and longstanding vacation leave selection practice—which allows for employees to select an unlimited amount of vacation leave (subject to employees having accrued enough vacation leave to cover their selections), favors those employees with the most seniority, and leaves junior employees with less ability to utilize their vacation leave—exacerbates this problem.

As a proposed remedy, you have suggested that the vacation leave selection practice be revised to be more equitable for all employees while still maintaining a seniority component.

3. Your allegation of differential treatment.

You assert that Communications Supervisor Sandy Farley was provided the opportunity to change the type of leave she was planning to take from a leave type other than vacation to vacation leave in order for her to avoid reaching the maximum number of accumulated vacation leave hours allowable under the Authority’s Memorandum of Understanding with the Communications Workers of America. You contend that you were not afforded this same opportunity.

As a proposed remedy, you have suggested for the Authority to provide equal treatment for all employees regardless of their respective bargaining unit. Additionally, you contend that if exceptions are provided to one employee, then all employees should have the opportunity to request similar exceptions on a case-by-case basis.

**EXECUTIVE DIRECTOR’S ANALYSIS**

My analysis of your grievance is as follows:

1. Timeliness of Filing the Grievance.

When you selected your shift and vacation leave for this period, the issues related to your limited ability to utilize the vacation leave benefits provided to you under the MOU became known to you. These issues correlate to the shift you selected: Dayshift on Tuesday, Wednesday, and Thursday with a call-in day on Friday.

Around the time of your shift and vacation leave selections, Communications Supervisor Farley discussed this vacation leave utilization issue with you. She advised you of your opportunity to utilize more vacation leave if you selected a different shift. In fact, numerous Communications Operators with less seniority than you have been able to utilize multiple weeks of vacation leave during this period because they chose to work Graveyard shift schedules. This was true over the prior two periods as well.

Article 16 of the MOU specifies:

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.

The shift, vacation, and holiday selections for the period of March 10, 2018 to September 7, 2018 commenced on January 16, 2018. You selected your shift on or around January 27, 2018, and the entire process concluded on February 1, 2018. Therefore, your deadline to informally discuss this matter with your immediate supervisor was February 6, 2018, and your deadline to file a formal grievance in writing regarding this issue was on or before February 16, 2018.

The timelines specified in the MOU for filing grievances afford employees a method for further consideration of complaints which have not been resolved through discussions and for formally informing the Authority of issues they are concerned about when they occur. As with many aspects of employment, time is of the essence. The grievance procedure sets into motion a process that requires the Authority to address such issues in a timely manner, in writing, with five (5) and ten (10) day turn-around times for responses due to the employees. By becoming aware of these issues as soon as possible, the Authority is able to evaluate them, determine if solutions exist that can prevent or mitigate them, and/or resolve them promptly with the least amount of impact to employees.

You filed your grievance on or about April 24, 2018, which is over two months past the deadline specified in the MOU. Had you filed this grievance within the timelines specified by the MOU, the Authority could have considered these issues prior to the commencement of the shift period and prior to the point where you had reached the accrual limit for vacation leave. If your grievance was determined to have merit, the Authority could have considered modifications to shift schedules and/or the authorization of additional vacation leave days prior to the start date of the shift period to address these issues without unduly disrupting the schedules of approximately 40 Communications Operators over the following six (6) months.

## 2. Consideration of Argument re: Cancellation of Vacation

In your grievance, you asserted that since you are unable to accrue additional vacation leave, this amounts to a cancellation of your vacation.

Cancellation of vacation is a specific action taken by the Authority to disrupt an employee's planned vacation leave because of specific organizational needs. In such rare cases, Section 9.11 of the MOU provides employees with the following relief:

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.

In your case, you were approved for one (1) week of vacation leave during the shift period (June 12, 2018 through June 15, 2018). This vacation leave was not canceled by the Authority.

3. Amount of Years to Accumulate 336 Hours of Vacation Leave

The MOU specifies that employees with 10 or more years of service will accrue 192 hours of vacation leave per year. Employees with this amount of tenure can accumulate a maximum of 336 hours. Section 9.11 of the MOU states:

All accumulation maximums shown cannot be exceeded and accumulation stops until accrual is below maximum.

It takes almost two years (21 months) for an employee with over 10 years of service who does not utilize any vacation leave to accumulate 336 hours of vacation leave. If an employee with this amount of tenure took one (1) week of vacation every shift period, it would take three years to reach this cap. If this employee took one (1) week of vacation every shift period and took the opportunity to convert up to 72 hours of vacation leave each year for cash, it would take nearly 8.5 years to reach this cap.

Although you chose a shift that did not allow you to utilize more than one (1) week of vacation leave during this shift period, the circumstances which caused you to get to the point where you will stop accruing vacation leave did not happen overnight. Rather, they happened over a period of years.

While you did convert 72 hours of vacation leave to cash in November of 2017, the Authority's records show that you did not exercise this option that was available to you in prior years. Had you exercised this option when it was available in 2015 and/or 2016, your vacation leave balance would not be at the maximum limit as allowed under the MOU.

4. Consideration of Argument re: Differential Treatment

In your grievance, you asserted that Communications Supervisor Sandy Farley was provided the opportunity to change the type of leave she was planning to take from a leave type other than vacation to vacation leave in order for her to avoid reaching the maximum number of accumulated

vacation leave hours allowable for her bargaining unit. However, you contend that you were not afforded this same opportunity.

As a proposed remedy, you have suggested for the Authority to provide equal treatment for all employees regardless of their respective bargaining unit. Additionally, you contend that if exceptions are provided to one employee, then all employees should have the opportunity to request similar exceptions on a case-by-case basis.

Communications Supervisor Farley's terms and conditions of employment governed by the Authority's Memorandum of Understanding with the Communications Workers of America. Additionally, her current assignment is administrative in nature and subject to a traditional five day a week, eight hour per day schedule. She is not subject to the same practices and procedures for vacation leave as other members of her bargaining unit who work 12 hours shift as supervisors in the Communications Center.

The practices and procedures relating to the use of leave time for employees who work in the Communications Center are specific and necessary to manage this aspect of the Authority's operations. If Communications Supervisor Farley was provided the opportunity to change her leave time from a leave type other than vacation to vacation leave, this would not be problematic for scheduling issues because the nature of the work she performs for the Authority and the criteria for approving leave requests for administrative employees differs from that of employees assigned to work in the Communications Center.

In fact, the six (6) Teamsters members who work in the Technical Services Department have enjoyed this type of flexibility for years as it relates to leave approvals. Due to the nature of their work, they are not required to staff a specific position each and every day and are granted leave time upon request (assuming they possess appropriate leave balances and can be spared for the days off they are requesting).

5. Moratorium on Leave Time re: Transition of Culver City

During our meeting on May 30, 2018 and in the supplementary correspondence received on June 28, 2018, you and Mr. Rubio asserted that a factor which contributed to your accumulated vacation leave reaching the 336 hour limit was the moratorium on leave time that was imposed in 2017 during the transition of Culver City to the Authority.

I have researched this issue and found that the Authority did in fact prohibit time off from March 11, 2017 to May 11, 2017 due to the transition of Culver City. This prohibition applied to all Communications Operators, and during

this two month period no Communications Operators were granted vacation leave. This action was necessary to ensure the Authority could provide critical public safety services during this transition. While it undoubtedly contributed to your ability (or inability) to utilize vacation leave in 2017, this moratorium was applied across the board and impacted all affected employees equally.

6. Consideration of Argument re: Other Employees with Similar Issue

In the supplementary correspondence provided by Mr. Rubio on June 28, 2018, he suggested that you may not be the only employee who has concerns about the issue of not being able to utilize enough accrued vacation leave or convert enough of this leave time to cash and is therefore at or nearing the point where vacation accruals will stop because the maximum limit of 336 hours will have been reached.

I have researched this issue and found that, as of May 4, 2018, you are the only Communications Operator who was at or near the vacation leave cap of 336 hours. The Communications Operator with the highest balance after you had 244 hours.

**DETERMINATION**

Having reviewed and analyzed your grievance, and having conducted additional research related to the supplemental information you and Mr. Rubio have provided, I am denying your grievance on the following grounds:

1. Per Article 16 of the MOU, the deadline for you to file a formal grievance in writing was on or before February 16, 2018. You filed this grievance on or about April 24, 2018, which is over two months past the deadline specified in the Teamster's agreement with the Authority.
2. In regards to the 336 hour limit on vacation leave accruals as specified in Section 9.11 of the MOU: This limit was mutually agreed upon by the Teamsters and the Authority. As indicated on page 1 of the MOU, this agreement is binding on the Authority, and the agreement does not provide the Executive Director with any authority or right to change its terms and conditions. Additionally, the MOU also has a conversion of cash option that safeguards an employee's ability to receive a benefit for his/her vacation leave in the event that he/she is unable to receive approval for vacation leave.
3. In regards to the conversion rate for converting vacation leave to cash: This conversion rate is 85% as specified in Section 12.12 of the MOU and was mutually agreed upon by the Teamsters and the Authority. As indicated on

page 1 of the MOU, this agreement is binding on the Authority, and the agreement does not provide the Executive Director with any authority or right to change its terms and conditions.

4. In regards to the use of vacation leave and differential treatment to employees: The Authority may need to have vacation leave practices for Communications Operators that differ from those which relate to other classifications, assignments, and bargaining units. Due to the mandatory staffing needs of the Communications Center, it would be impractical for the Authority to apply the same vacation leave practices that relate to administrative positions or the Technical Services Department to Communications Operators.

### **EXECUTIVE DIRECTOR'S INSIGHT**

While I have denied your grievance for the reasons outlined above, I am very sympathetic to the issues you have raised, especially as it relates to the limited ability of employees to utilize their vacation leave in a manner that meets their needs and ensures their optimum work-life balance.

You have suggested that the vacation leave selection practice for Communications Operators could be revised to provide more equity to all employees while still maintaining a seniority component, and Mr. Rubio has requested that the Authority find a solution that is fair and reasonable for everyone immediately. I have discussed this idea with my staff, and we feel that changes to this practice could be beneficial to the Authority's operations. However, changes to the vacation leave selection practice relate to wages, hours, and other "terms and conditions of employment" and are therefore mandatory subjects of collective bargaining. As such, the Authority is willing to discuss your idea with the Teamsters if this is a change the union would like to consider. My encouragement to you is for you to reach out to your authorized employee representatives if you'd like to pursue this idea and start this dialogue. I think your idea has merit and am certainly open to this discussion.

Additionally, many of the issues you have raised in your grievance relate to Communications Operator staffing levels. Upon my arrival at the Authority in early April 2018, I found that nearly 20% of our line level positions were vacant. Therefore, recruitment immediately became my top priority. Since then, we have filled half of these vacant positions and, as of today, only have five (5) vacancies remaining. Moreover, these remaining vacancies are anticipated to be filled by the end of the year. As the Authority fills these remaining positions and more new employees complete their training, you and your co-workers should find that you have more accessibility to leave time, less mandatory overtime obligations, and more control over your work-life balance needs.

Thank you for having the courage and willingness to bring these important issues cited in your grievance to my attention. While I have not been able to provide you with the relief you have requested, I do remain a strong advocate for providing our Communications Operators with the conditions and resources necessary for them to succeed in their role as the backbone of our agency. I appreciate your partnership and welcome any further insight or ideas you have that will enhance the Authority's ability to be an employer of choice in the public safety communications industry.

CC: Carlos Rubio, California Teamsters Local 911

## **ATTACHMENT #8**

Agenda Item H1



## CALIFORNIA TEAMSTERS LOCAL 911

PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION, THE COUNTIES OF LOS ANGELES,  
ORANGE, RIVERSIDE, SAN DIEGO, IMPERIAL, SAN LUIS OBISPO, SAN BERNARDINO, SANTA BARBARA AND VENTURA

9900 FLOWER STREET • BELLFLOWER • CALIFORNIA • 90706

(562) 595-4518 • Fax (562) 427-7298 • [teamsters911.com](http://teamsters911.com)

An Affiliate of the International Brotherhood of Teamsters

Raymond B. Whitmer  
Secretary-Treasurer



### VIA MAIL & EMAIL

August 14, 2018

Mr. Edward Medrano  
Mr. Bruce Moe  
Mr. Arnie Shadbeh  
Executive Committee  
South Bay Regional Public Communications Authority  
4440 Broadway  
Hawthorne, CA 90250

Re: Sirena Boskovich, Communications Operator – Grievance - Board  
of Review Step 4

Dear Members of the Executive Committee:

Please accept this letter as a formal request to hear a grievance filed by  
employee Sirena Boskovich, Communications Operator at Step 4.

Our appeal is based on the enclosed response to the grievance by Erick  
Lee, Executive Director.

Mr. Lee approved an extension of the time limits for this purpose, no later  
than August 15, 2018.

Please contact me upon receipt of this letter so we may discuss a mutually  
agreeable date and time to hold the hearing.

If you have any questions, please feel free to contact me at (562) 595-  
4518 extension 111 or email at [crubio@teamsters911.com](mailto:crubio@teamsters911.com).

Sincerely,

A handwritten signature in cursive script that reads "Carlos Rubio".

Carlos Rubio  
Senior Business Representative

Enclosure

c: Sirena Boskovich, Communications Operator

## **ATTACHMENT #9**

Agenda Item H1



**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 Manager's Review (Step 2)**

The Administration Manager shall promptly discuss the grievance with the employee, the employee's representative, if any, and any other persons having relevant information. The

Administration 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. "