

**AGENDA**  
**REGULAR JOINT MEETING OF THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE**  
**TUESDAY, OCTOBER 19, 2021, 2:00 PM**  
**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**  
**CONDUCTED VIA TELECONFERENCE**

PLEASE NOTE: PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER NOS. N-25-20 AND N-29-20, MEMBERS OF THE EXECUTIVE COMMITTEE, USER COMMITTEE, AND STAFF WILL PARTICIPATE IN THIS MEETING VIA A TELECONFERENCE. IN THE INTEREST OF MAINTAINING APPROPRIATE SOCIAL DISTANCING, THE AUTHORITY ENCOURAGES THE PUBLIC TO PARTICIPATE AND TO PROVIDE COMMENTS ON AGENDA ITEMS OR OTHER SUBJECT MATTER WITHIN THE JURISDICTION OF THE EXECUTIVE COMMITTEE, AND/OR USER COMMITTEE BY JOINING:

**Link:** <https://us02web.zoom.us/j/88058916556?pwd=SUtwV29icStxUXhEUnNkU3pOZ1d5Zz09>

**Meeting ID:** [880 5891 6556](https://us02web.zoom.us/j/88058916556)

**Access Code:** [026862](https://us02web.zoom.us/j/88058916556)

A. **CALL TO ORDER**

B. **ROLL CALL**

1. Executive Committee
2. User Committee

C. **PUBLIC DISCUSSION**

In the interest of maintaining appropriate social distancing, members of the Executive Committee, User Committee, and staff will participate in this meeting via teleconference. The Authority encourages the public to participate by using one of the following options for public comments:

Email your public comment to [cchoi@rcc911.org](mailto:cchoi@rcc911.org) by 7:30 AM, the day of the meeting to have your comment available to Executive Committee and the public.

Call (310) 973-1802 ext.100 and leave a message by 7:30 AM, the day of the meeting.

All of your comments provided by the deadlines above will be available to the Executive Committee, User Committee, and the public prior to the meeting.

In addition, you may participate by joining Zoom during the meeting by using the link above and using the "raise hand" button or entering \*9 on the phone's dial pad if you would like to make a comment.

D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from September 21, 2021  
**APPROVE**
2. Check Register – September 2021  
**RECEIVE AND FILE**
3. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings  
**MAKE FINDINGS PURSUANT TO AB 361**
4. Budget Performance Report – FY 2021/22 Q1  
**RECEIVE AND FILE**
5. Approve the Memorandum of the Understanding with California Teamsters Public, Professional and Medical Employees Union Local 911 and Authorize the Executive Director to Execute on Behalf of the Authority  
**APPROVE AND AUTHORIZE EXECUTION**

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

F. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Deferred Compensation Plan Agreements with MissionSquare Retirement and Shuster Advisory Group, LLC  
**APPROVE**

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from September 21, 2021  
**APPROVE**
2. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings  
**MAKE FINDINGS PURSUANT TO AB 361**

H. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

I. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to Government Code Section 54957(b)(1)  
Title: Executive Director

J. **ADJOURNMENT**

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Posting Date/Time: October 14, 2021/4:30PM

Signature:



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Ross Klun, Executive Director

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## MINUTES

SEPTEMBER 21, 2021

### SPECIAL MEETING OF THE BOARD OF DIRECTORS AND REGULAR JOINT MEETING OF THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE

A. **CALL TO ORDER**

The Board of Directors convened in a special meeting and the Executive and User Committees convened in a regular joint meeting on September 21, 2021 at 2:01PM by teleconference.

B. **ROLL CALL**

Present: Mayor Pro Tem Hildy Stern, City of Manhattan Beach  
Mayor Pro Tem Rodney Tanaka, City of Gardena  
Councilmember Alex Monteiro, City of Hawthorne  
City Manager Clint Osorio, City of Gardena  
City Manager Bruce Moe, City of Manhattan Beach  
Chief Mike Ishii, Hawthorne Police Department  
Chief Mike Saffell, Gardena Police Department  
Chief Derrick Abell, Manhattan Beach Police Department

Absent: Manhattan Beach Fire Department  
Chief Kenneth Powell, Culver City Fire Department  
Interim Chief Jaime Bermudez, El Segundo Police Department

Also Present: Jennifer Petrusis, Richards Watson Gershon  
Ross Klun, Executive Director  
Shannon Kauffman, Operations Manager  
John Krok, Administrative Services Manager  
Vanessa Alfaro, Finance and Performance Audit Manager  
Laura Kalty, Liebert Cassidy Whitmore

C. **PUBLIC DISCUSSION**

None.

D. **BOARD OF DIRECTORS CONSENT CALENDAR**

Motion: Mayor Pro Tem Stern moved to approve Consent Calendar Item #1. The motion was seconded by Vice-Chair Tanaka and passed by unanimous voice vote.

1. Minutes from July 20, 2021

**APPROVE**

E. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

F. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Carryover for Fiscal Year 2020/21 Funds and Purchase Orders Totaling \$25,618.96

**APPROVE**

Motion: Vice-Chair Tanaka moved to approve the Carryover for Fiscal Year 2020/21 Funds and Purchase Orders Totaling \$25,618.96. The motion was seconded by Mayor Pro Tem Stern and passed by unanimous voice vote.

G. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

Motion: Vice-Chair Moe moved to approve Consent Calendar, Items #1-4. The motion was seconded by Chair Osorio and passed by unanimous voice vote.

1. Minutes from August 17, 2021  
**APPROVE**
2. Check Register – August 2021  
**RECEIVE AND FILE**
3. Budget Performance Report – FY 2020-21 Q4  
**APPROVE**
4. Agreement with Bartel Associates, LLC for Actuarial Consulting Services  
**APPROVE**

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

None.

I. **USER COMMITTEE GENERAL BUSINESS**

1. Minutes from July 20, 2021  
**APPROVE**

Motion: Chief Ishii moved to approve the minutes from July 20, 2021. The motion was seconded by Chief Abell and passed by voice vote.

2. Minutes from August 17, 2021  
**APPROVE**

Motion: Chief Ishii moved to approve the minutes from August 17, 2021. The motion was seconded by Chief Abell and passed by voice vote.

J. **EXECUTIVE DIRECTOR'S REPORT**

Mr. Klun reported that on September 10, 2021, Bill Romesburg presented a contract draft to Mark43 CAD. It was confirmed that the first year would carry no fee and would commence on the third year. Vice- Chair Moe inquired after internal process once the contract is final. The Executive Committee would approve after legal review.

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

None.

L. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered into closed session at 2:15PM to discuss the following item below:

1. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code Section 54957.6

Agency Designated Representative: Executive Director and Liebert, Cassidy, Whitmore

Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911

The Executive Committee returned from closed session at 2:54PM with no actions taken.

M. **ADJOURNMENT**

The meeting adjourned at 2:54PM.

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## Check Register FY 2021-22

September 2021

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
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September 3, 2021	\$32,121.47	
September 10, 2021	\$173,959.90	
September 17, 2021	\$136,631.25	
September 24, 2021	<u>\$104,555.03</u>	

Accounts Payable Total	\$447,267.65	
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<u>Payroll Checks Issued Date</u>	
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September 10, 2021	\$167,583.13
September 24, 2021	<u>\$163,612.47</u>

Payroll Total	\$331,195.60
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Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1849	9/3/2021	00012	CALIFORNIA WATER SERVICE5550731926	8/26/2021	FIRE PROTECTION SERVICE	90.48	90.48
1850	9/3/2021	00069	SOUTHERN CALIFORNIA EDI\$700383926852	8/18/2021	ELEC SERV PUNTA/ 7/20/21 -	1,034.99	1,034.99
1851	9/1/2021	00069	SOUTHERN CALIFORNIA EDI\$700440732476	8/13/2021	ELEC SERV /6/3/21 - 7/11/21	16,511.51	16,511.51
1852	9/3/2021	00651	FRONTIER 209-188-0077-04	8/1/2021	PHONE SERVICE 8/1/21 - 8/31	350.92	350.92
1853	9/3/2021	00031	EMPLOYMENT DEVELOPMENL1750000144	8/24/2021	UNDERPAYMENT PENALTY /	85.61	85.61
55973	9/3/2021	00998	ANTHEM BLUE CROSS 1027130421	8/4/2021	ARPA COBRA SUBSIDY-HESS	1,303.76	1,303.76
55974	9/3/2021	00014	CDW GOVERNMENT, INC. J530088	8/19/2021	CDW-G BILLABLE PARTS	738.76	738.76
55975	9/3/2021	00651	FRONTIER 7002Z664-S-212	8/5/2021	PHONE SERV 8/05/21-9/04/21	94.84	94.84
55976	9/3/2021	00651	FRONTIER Y002Z665-S-212	8/5/2021	PHONE SERV 8/05/21-9/04/21	64.75	64.75
55977	9/3/2021	00798	HYDREX PEST CONTROL 384430	8/30/2021	HQ MAINTENANCE - PEST CC	81.00	
			384431	8/30/2021	HQ MAINTENANCE - PEST CC	59.00	140.00
55978	9/3/2021	00442	LAWSON PRODUCTS, INC. 9308715454	8/16/2021	LAWSON PRODUCTS BILLAB	494.45	494.45
55979	9/3/2021	00087	LIEBERT CASSIDY & WHITMO202977	7/31/2021	LEGAL SERVICES	2,255.00	
			1520215	4/30/2021	FY20-21 LEGAL FEES~	1,938.00	
			202976	7/31/2021	LEGAL SERVICES	195.00	4,388.00
55980	9/3/2021	00331	MITSUBISHI ELECTRIC INC 406314	9/1/2021	HQ MAINTENANCE - ELEVATC	697.11	697.11
55981	9/3/2021	00411	PITNEY BOWES 3104923532	8/26/2021	OFFICE EQUIPMENT LEASE	170.36	170.36
55982	9/3/2021	00818	RICHARDS,WATSON & GERSI233324	8/26/2021	GENERAL COUNSEL & LEGAI	2,346.50	2,346.50
55983	9/3/2021	00619	SOLARWINDS IN532494	8/23/2021	MAINTENANCE OF SERVER	2,273.28	2,273.28
55984	9/3/2021	00036	TALLEY INCORPORATED 10394338	8/18/2021	TALLEY INC BILLABLE PARTS	517.07	517.07
55985	9/3/2021	00171	VERIZON WIRELESS 9886542852	8/18/2021	CELL PH. CHGS: 7/19/21-8/18,	361.89	361.89
55986	9/3/2021	00996	WAGEWORKS INC., HEALTHEINV3009463	8/25/2021	MONTHLY COMPLIANCE FEE	86.75	86.75
55987	9/3/2021	00063	WHELEN ENGINEERING CO., 971153	8/12/2021	WHELEN ENGINEERING CO I	370.44	370.44
Sub total for UNION BANK:							32,121.47



Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
20329	9/1/2021	00696	GUARDIAN	533654-09	8/20/2021	GUARDIAN - DENTAL,VISION,	7,216.41	7,216.41
20330	9/10/2021	00058	CALPERS	1000000165277	8/16/2021	HEALTH PREMIUMS - SEPTEI	62,982.04	62,982.04
20331	9/10/2021	00219	INTERNAL REVENUE SERVICE	Ben32880	9/10/2021	FEDERAL WITHHOLDING TAX	34,029.64	34,029.64
20332	9/10/2021	00223	EMPLOYMENT DEVEL DEPT	Ben32884	9/10/2021	STATE DISABILITY INSURANC	13,717.52	13,717.52
20333	9/10/2021	00222	STATE DISBURSEMENT UNIT	Ben32890	9/10/2021	SUPPORT: PAYMENT	184.62	184.62
20334	9/10/2021	00058	CALPERS	Ben32882	9/10/2021	PERS RETIREMENT: PAYMEN	39,272.48	39,272.48
20335	9/10/2021	00221	MISSIONSQUARE RETIREMENT	Ben32886	9/10/2021	DEFERRED COMPENSATION	14,242.94	14,242.94
55988	9/10/2021	00217	CALIFORNIA TEAMSTERS UN	Ben32876	9/10/2021	UNION DUES TEAMSTERS: P	1,927.00	1,927.00
55989	9/10/2021	00218	CWA LOCAL 9400	Ben32878	9/10/2021	UNION DUES CWA: PAYMENT	260.30	260.30
55990	9/10/2021	00996	WAGEWORKS INC., HEALTHE	Ben32888	9/10/2021	DEPENDENT CARE FSA: PAY	126.95	126.95
Sub total for UNION BANK:							173,959.90	

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1854	9/17/2021	00069	SOUTHERN CALIFORNIA EDI	700610392752	9/3/2021	ELECT SERV GRANDVIEW/ 8/	235.45	235.45
1855	9/17/2021	00651	FRONTIER	209-188-0077-04	9/1/2021	PHONE SERVICE 9/1/21 - 9/30	350.92	350.92
1856	9/8/2021	00058	CALPERS	10000001651176	9/8/2021	GASB 68 REPORTS & SCHED	1,050.00	1,050.00
1857	9/17/2021	00621	FIRST BANKCARD					
		00426	DELL MARKETING LP	2008294743860	8/3/2021	REPLACEMENT MONITORS	615.89	
		00944	ZOOM VIDEO COMMUNICATIO	INV103034548	8/19/2021	ZOOM MEETING MEMBERSH	472.19	
		00857	JOTFORM INC	184491P-0004	8/27/2021	SOFTWARE SERVICES	390.00	
		00826	LA TIMES	091521	8/16/2021	LA TIMES MONTHLY SUBSCR	15.96	
		00466	AMAZON MARKETPLACE	113-2291355-02	8/3/2021	OFFICE SUPPLIES	6.16	
		00228	COSTCO MEMBERSHIP	284640319	8/4/2021	JANITORIAL SUPPLIES	328.45	
		00228	COSTCO MEMBERSHIP	284731565	8/20/2021	JANITORIAL SUPPLIES	289.87	
		00920	WALMART	5022131-942813	8/24/2021	COVID-19: SUPPLIES	262.92	
		00920	WALMART	5022131-546720	8/24/2021	COVID-19: SUPPLIES	262.92	
		00920	WALMART	5022131-956670	8/24/2021	COVID-19: SUPPLIES	262.92	
		00920	WALMART	5022131-348818	8/19/2021	COVID-19: SUPPLIES	262.91	
		00466	AMAZON MARKETPLACE	113-9738427-41	7/25/2021	OFFICE EQUIPMENT	245.48	
		00485	MONOPRICE, INC.	21840542	8/10/2021	GENERAL TECH SUPPLIES	236.13	
		00610	DIRECTV	065190124X210	8/5/2021	CALBLE SERVICE	231.99	
		00014	CDW GOVERNMENT, INC.	1C5M7R5	8/9/2021	911 EQUIPMENT	162.12	
		00690	WALGREENS #10069	225 5682 0023	8/18/2021	COVID-19: SUPPLIES	132.24	
		00920	WALMART	5022131-555967	8/19/2021	COVID-19: SUPPLIES	131.47	
		00600	CHEVRON G&M #186	781677500	7/28/2021	FUEL - TRUCK	125.35	
		00981	SAM'S CLUB	6983478588	8/24/2021	COVID-19: SUPPLIES	109.59	
		00761	BOX	INV09271307	8/26/2021	SOFTWARE SERVICES	90.00	
		00466	AMAZON MARKETPLACE	113-6402954-07	8/1/2021	OFFICE SUPPLIES	84.20	
		00466	AMAZON MARKETPLACE	111-0734674-17	8/22/2021	OFFICE SUPPLIES	78.53	
		00466	AMAZON MARKETPLACE	112-7102018-93	8/4/2021	JANITORIAL SUPPLIES	60.40	
		00466	AMAZON MARKETPLACE	112-5407988-29	8/22/2021	OFFICE SUPPLIES	59.10	
		00795	MEDIA TEMPLE	324775-37	8/23/2021	MONTHLY WEBSITE HOSTING	55.00	
		00466	AMAZON MARKETPLACE	111-3572165-57	8/22/2021	JANITORIAL SUPPLIES	37.58	
		00466	AMAZON MARKETPLACE	113-7297847-64	8/5/2021	JANITORIAL SUPPLIES	32.64	
		00466	AMAZON MARKETPLACE	114-1011744-58	8/23/2021	JANITORIAL SUPPLIES	30.28	
		00466	AMAZON MARKETPLACE	112-7508407-44	8/4/2021	OFFICE SUPPLIES	29.70	
		00466	AMAZON MARKETPLACE	113-7896186-69	8/22/2021	JANITORIAL SUPPLIES	26.20	

Bank : union UNION BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
		00854	MANHATTAN POSTAL CENTER	331110	8/10/2021	RECRUITMENT	23.50	5,151.69
2857	9/17/2021	00621	FIRST BANKCARD					
		00466	AMAZON MARKETPLACE	112-435609-354	8/28/2021	GENERAL TECH SUPPLIES	21.68	21.68
55991	9/17/2021	00867	& INVESTIGATION SERVICES	2021-08-027	8/27/2021	PRE-EMPLOYMENT POLYGR	225.00	225.00
55992	9/17/2021	00297	AT&T, ATT CALNET	000017040018	9/13/2021	PHONE SERV 8/13/21-9/12/21	2,802.55	
				000016985034	9/3/2021	PHONE SERVICE 8/03/21-9/02	546.32	
				000017047218	9/13/2021	PHONE SERV 8/13/21-9/12/21	223.02	
				000017044154	9/13/2021	PHONE SERV 8/13/21-9/12/21	158.40	3,730.29
55993	9/17/2021	00064	AT&T, ATT PAYMENT CENTER	960 461-1623 55	9/1/2021	PHONE SERVICE 8/01/2021-8	1,143.38	1,143.38
55994	9/17/2021	00014	CDW GOVERNMENT, INC.	K128149	8/31/2021	CDW-G BILLABLE PARTS	1,369.85	1,369.85
55995	9/17/2021	00017	CHEM PRO LABORATORY, INC	678440	8/23/2021	WATER TREATMENT SERVIC	86.50	86.50
55996	9/17/2021	00225	COMMLINE INC	0321461-IN	9/1/2021	MONTHLY FEE FOR TECH SE	15,000.00	15,000.00
55997	9/17/2021	00101	CORDOVA, TONY	091721	9/17/2021	RETIREE MED PREM/OCT 20	577.89	577.89
55998	9/17/2021	00879	CROWN CASTLE	925319	9/1/2021	REDUNDANT INTERNET SER	1,100.00	1,100.00
55999	9/17/2021	00103	DIVINITY, TANJI	091721	9/17/2021	RETIREE MED PREM/OCT 20	526.84	526.84
56000	9/17/2021	00008	FEDERAL SIGNAL CORP	7837821	9/1/2021	FEDERAL SIGNAL CORP BILL	47.33	47.33
56001	9/17/2021	00651	FRONTIER	7002Z664-S-212	9/5/2021	PHONE SERV 9/05/21-10/04/2	94.84	
				Y002Z665-S-212	9/5/2021	PHONE SERV 9/05/21-10/04/2	64.75	159.59
56002	9/17/2021	00070	GAS COMPANY, THE	059 194 8982 2	9/2/2021	GAS SERVICE HQ/ 8/2/21-8/3	683.89	683.89
56003	9/17/2021	00322	GEOSPATIAL TECHNOLOGIES	18112	9/9/2021	SOFTWARE MAINTENANCE S	13,173.00	13,173.00
56004	9/17/2021	00027	HAVIS INC.	SIN141346	7/6/2021	HAVIS INC BILLABLE PARTS	1,637.90	1,637.90
56005	9/17/2021	00148	HAWTHORNE, CITY OF	IT-21-01-rcc	9/15/2021	COMPUTER SERVICES/ CAD	50,000.00	50,000.00
56006	9/17/2021	00880	JUAN CHAVEZ LANDSCAPING	INV0715	9/10/2021	HQ MAINTENANCE - LANDSC	450.00	450.00
56007	9/17/2021	00760	LAWLES ENTERPRISES, INC.	11412	9/1/2021	BACKGROUND INVESTIGATI	600.00	600.00
56008	9/17/2021	00442	LAWSON PRODUCTS, INC.	9308774279	9/2/2021	LAWSON PRODUCTS BILLAB	19.85	19.85
56009	9/17/2021	00087	LIEBERT CASSIDY & WHITMO	204094	8/31/2021	LEGAL SERVICES	6,040.00	
				203838	8/31/2021	LEGAL SERVICES	303.00	
				204193	8/31/2021	LEGAL SERVICES	39.00	6,382.00
56010	9/17/2021	00671	MARC R. COHEN, MD	FY21-22-02	9/1/2021	MEDICAL DIRECTOR SERVIC	2,541.67	2,541.67
56011	9/17/2021	00647	MC ELECTRICAL, INC.	0000461	9/3/2021	HQ MAINTENANCE - ELECTR	3,860.47	3,860.47
56012	9/17/2021	00116	MEADORS, LATANYA	091721	9/17/2021	RETIREE MED PREM/OCT 20	496.10	496.10
56013	9/17/2021	00047	MOTOROLA SOLUTIONS, INC.	8281230767	8/23/2021	MOTOROLA SOLUTIONS INC	4,312.32	4,312.32
56014	9/17/2021	00577	NEW LOOK AUTO DETAIL	2494	9/2/2021	VEHICLE MAINTENANCE & D	105.00	105.00
56015	9/17/2021	00121	PINELA, ELIZABETH	091721	9/17/2021	RETIREE MED PREM/OCT 20	526.84	526.84
56016	9/17/2021	00060	RIVERA, JOSE	091721	9/17/2021	RETIREE MED PREM/OCT 20	526.77	526.77

Bank : union UNION BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
56017	9/17/2021	00145	SETINA MFG CO INC	231082	8/31/2021	SETINA MANUFACTURING CO	1,200.80	1,200.80
56018	9/17/2021	00824	SMART JANITORIAL, COMPLE	17356	9/3/2021	HQ MAINTENANCE - CLEANIN	3,585.00	3,585.00
56019	9/17/2021	00803	SPARKLETTS	18193479 09032	9/3/2021	HQ MAINTENANCE - WATER I	40.00	40.00
56020	9/17/2021	00460	SPECTRUM BUSINESS	1133787090421	9/4/2021	COMMUNICATION CONTRAC	1,900.00	1,900.00
56021	9/17/2021	00302	SPRINT	155018370-119	8/29/2021	DAC CHARGES/7-26 TO 8-25-	2,172.16	
				107177860-124	8/27/2021	WIRELESS MODEMS/7-24 TO	85.98	2,258.14
56022	9/17/2021	00126	STEVENS, DEBORAH	091721	9/17/2021	RETIREE MED PREM/OCT 20	607.00	607.00
56023	9/17/2021	00034	STEVENS, GARY	091721	9/17/2021	RETIREE MED PREM/OCT 20	607.00	607.00
56024	9/17/2021	00036	TALLEY INCORPORATED	10395366	9/1/2021	TALLEY INC BILLABLE PARTS	2,376.10	2,376.10
56025	9/17/2021	00038	TORRANCE ELECTRONICS	07639	8/13/2021	GENERAL TECH SUPPLIES	32.74	32.74
56026	9/17/2021	00171	VERIZON WIRELESS	9886970032	8/23/2021	GPD DAC CHARGES/ 7/24/21-	2,717.53	
				9886892638	8/23/2021	MODEM SVC. MBPD/ 7/24/21	1,026.91	
				9886908372	8/23/2021	DAC CHARGES HPD/ 7/24/21-	424.54	
				9886892639	8/23/2021	MODEM SVC. MBPD/ 7/24/21-	38.03	4,207.01
56027	9/17/2021	00150	WATTCO	57842	9/1/2021	WATTCO BILLABLE PARTS	1,941.73	1,941.73
56028	9/17/2021	00063	WHELEN ENGINEERING CO.,	978941	9/26/2021	WHELEN ENGINEERING CO E	207.71	
				983609	9/2/2021	WHELEN ENGINEERING CO E	197.79	
				979501	8/26/2021	WHELEN ENGINEERING CO E	178.61	
				985034	9/7/2021	WHELEN ENGINEERING CO E	153.47	737.58
56029	9/17/2021	00735	XEROX FINANCIAL SERVICES	2813140	9/10/2021	OFFICE EQUIPMENT LEASE	1,045.93	1,045.93
Sub total for UNION BANK:							136,631.25	

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Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1706	9/24/2021	00996	WAGEWORKS INC., HEALTH	Ben33001	9/24/2021	DEPENDENT CARE FSA: PAY	126.95	126.95
20336	9/24/2021	00219	INTERNAL REVENUE SERVICE	Ben32993	9/24/2021	FEDERAL WITHHOLDING TAX	33,441.00	33,441.00
20337	9/24/2021	00223	EMPLOYMENT DEVEL DEPT	Ben32997	9/24/2021	STATE DISABILITY INSURANC	13,440.20	13,440.20
20338	9/24/2021	00222	STATE DISBURSEMENT UNIT	Ben33003	9/24/2021	SUPPORT: PAYMENT	184.62	184.62
20339	9/24/2021	00058	CALPERS	Ben32995	9/24/2021	PERS RETIREMENT: PAYMEN	38,713.50	38,713.50
20340	9/24/2021	00221	MISSIONSQUARE RETIREMEI	Ben32999	9/24/2021	DEFERRED COMPENSATION	13,270.58	13,270.58
56030	9/24/2021	00002	AFLAC	Ben32987	9/24/2021	AFLAC INSURANCE: PAYMEN	3,190.88	3,190.88
56031	9/24/2021	00217	CALIFORNIA TEAMSTERS UN	Ben32989	9/24/2021	UNION DUES TEAMSTERS: P	1,927.00	1,927.00
56032	9/24/2021	00218	CWA LOCAL 9400	Ben32991	9/24/2021	UNION DUES CWA: PAYMENT	260.30	260.30
Sub total for UNION BANK:							104,555.03	

D-3



# Staff Report

South Bay Regional Public Communications Authority

**MEETING DATE:** October 19, 2021

**ITEM:** D-3

**TO:** Executive Committee

**FROM:** M. Ross Klun, Executive Director

**SUBJECT:** AB 361 FINDINGS FOR SPECIAL BROWN ACT  
REQUIREMENTS FOR TELECONFERENCE MEETINGS

## **SUMMARY:**

Staff has placed this item on the agenda to give the Executive Committee an opportunity to make findings specific in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

## **RECOMMENDATION:**

Staff recommends that the Executive Committee make the following findings so that meetings of the Executive Committee will be subject to the AB 361 special Brown Act requirements for teleconference meetings: 1) the Executive Committee has reconsidered the circumstances of the COVID-19 state of emergency; and 2) state and local officials continue to recommend measures to promote social distancing.

## **BACKGROUND**

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. The special rules included provisions allowing local public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. Those special rules expired September 30, 2021.

On September 16, 2021, in anticipation of the then-imminent expiration of his special rules for teleconference meetings, the Governor signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative

body of a local public agency makes two findings pursuant to Government Code section 54953(e)(3). Like the special rules in the Governor's executive orders, the special Brown Act requirements in AB 361 include provisions allowing public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are public accessible, and without having to identify teleconference locations on the agenda. The AB 361 special Brown Act requirements are scheduled to be repealed on January 1, 2024.

In order for a local public agency to be subject to the AB 361 Brown Act requirements for teleconference meetings, a legislative body of a local public agency first must make a finding that it has "reconsidered" the circumstances of a declared state of emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body's members to meet in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the legislative body teleconferences for the first time under AB 361 and every 30 days thereafter.

The COVID-19 state of emergency declaration is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

#### **FISCAL IMPACT**

None.



D-4



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** October 19, 2021

**ITEM NUMBER:** D-4

**TO:** Executive Committee

**FROM:** M. Ross Klun, Executive Director  
Vanessa Alfaro, Finance & Performance Audit Manager

**SUBJECT:** BUDGET PERFORMANCE REPORT – FY 2021-22 Q1

**ATTACHMENTS:** 1. Revenue Status Report  
2. Expenditure Status Report

### **RECOMMENDATION**

Staff recommends that the Executive Committee receive and file the Fiscal Year 2021-22 Budget Performance Report for the period July 1, 2021 through September 30, 2021.

### **DISCUSSION**

Staff has analyzed the Authority's financial activities through September 30, 2021. The Authority has accrued approximately 55% in assessment revenues (Attachment #1) from its member cities and contract cities in accordance with the FY21-22 budget adopted by the Board of Directors in March 2021.

As it relates to expenditures (Attachment #2), a total of \$3,072,780 has been expended from the Enterprise Fund, which represents 24.9% of the budget in the first quarter.

Expenses for salary and benefits accounted for 25.7% of their budgeted amounts, across all departments. However, this percentage also includes the CalPERS unfunded actuarial liability (UAL) lump sum payment of \$593,961 for fiscal year 2021-22, which generates interest savings of nearly \$20,500 compared to monthly payments throughout the year. Additionally, the Authority's liability and workers' compensation insurance premiums for the entire fiscal year, totaling approximately \$319,752, were also paid in full during this period.

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

Department	Adjusted Appropriation	Year-to-date Expenditures	Percent Used	Year-to-date Encumbrances	Balance	Percent Used (w/ encumbrances)
<b>SALARY &amp; BENEFITS</b>						
Administration	\$ 1,274,756	\$ 292,737	23.0%	\$ -	\$ 982,019	23.0%
Operations	7,544,742	1,937,706	25.7%	-	5,607,036	25.7%
Technical Services	762,640	230,188	30.2%	-	532,452	30.2%
<b>Salary &amp; Benefits Total</b>	<b>\$ 9,582,138</b>	<b>\$ 2,460,632</b>	<b>25.7%</b>	<b>\$ -</b>	<b>\$ 7,121,506</b>	<b>25.7%</b>
<b>SUPPLIES, SERVICES &amp; EQUIPMENT</b>						
Administration	\$ 983,917	\$ 401,088	40.8%	\$ 321,388	\$ 261,441	73.4%
Operations	288,259	25,352	8.8%	13,600	249,307	13.5%
Technical Services	1,248,042	185,709	14.9%	793,173	269,160	78.4%
<b>Total</b>	<b>\$ 2,520,218</b>	<b>\$ 612,148</b>	<b>24.3%</b>	<b>\$ 1,128,161</b>	<b>\$ 779,909</b>	<b>69.1%</b>
<b>CAPITAL IMPROV. PROJECTS</b>						
	\$ 225,619	\$ -	0.0%	\$ 29,233	\$ 196,386	13.0%
<b>ENTERPRISE FUND TOTAL</b>						
	\$ 12,327,975	\$ 3,072,780	24.9%	\$ 1,157,394	\$ 8,097,801	34.3%
<b>ENTERPRISE FUND ADJ. TOTAL</b>	<b>\$ 12,327,975</b>	<b>\$ 3,072,780</b>	<b>24.9%</b>	<b>\$ 1,157,394</b>	<b>\$ 8,097,801</b>	<b>34.3%</b>

## **FISCAL IMPACT**

None.

D-4

Attachment 1

## Revenue Status Report

South Bay Regional PCA  
 7/1/2021 through 9/30/2021

### 10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-50 Administration					
10-50-111 Administration					
10-50-111-4110 Gardena	2,141,335.00	1,284,801.00	1,284,801.00	856,534.00	60.00
10-50-111-4120 Hawthorne	2,619,842.00	1,571,905.20	1,571,905.20	1,047,936.80	60.00
10-50-111-4130 Manhattan Beach	1,461,578.00	876,946.80	876,946.80	584,631.20	60.00
10-50-111-4140 Hermosa Beach	758,305.00	379,152.50	379,152.50	379,152.50	50.00
10-50-111-4145 El Segundo	1,699,634.00	849,817.00	849,817.00	849,817.00	50.00
10-50-111-4146 Culver City Assessment	2,691,169.00	1,345,584.50	1,345,584.50	1,345,584.50	50.00
10-50-111-4150 El Camino Community College	790.00	0.00	0.00	790.00	0.00
10-50-111-4153 Medical Director Service/Manhattan Beach	30,500.00	0.00	0.00	30,500.00	0.00
10-50-111-4210 Investment Earnings (LAIF)	50,000.00	0.00	0.00	50,000.00	0.00
10-50-111-4220 POST Reimbursements	6,450.00	0.00	0.00	6,450.00	0.00
10-50-111-4240 911 Reimbursements	8,000.00	0.00	0.00	8,000.00	0.00
10-50-111-4241 Redondo Beach Maintenance Agreement	13,000.00	0.00	0.00	13,000.00	0.00
10-50-111-4255 Unrealized Gain/Loss on Investments	0.00	-355.87	-355.87	355.87	0.00
10-50-111-4430 Other Miscellaneous Revenue	2,500.00	1,540.00	1,540.00	960.00	61.60
<b>Total Administration</b>	<b>11,483,103.00</b>	<b>6,309,391.13</b>	<b>6,309,391.13</b>	<b>5,173,711.87</b>	<b>54.95</b>
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4215 DUI Reimbursement-Overtime	2,000.00	0.00	0.00	2,000.00	0.00
10-60-211-4435 Reimbursements Sprint Wireless	70,000.00	0.00	0.00	70,000.00	0.00

## Revenue Status Report

South Bay Regional PCA  
7/1/2021 through 9/30/2021

### 10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-60-211-4440 Reimbursements/Verizon Wireless	50,000.00	0.00	0.00	50,000.00	0.00
<b>Total Operations</b>	122,000.00	0.00	0.00	122,000.00	0.00
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4310 Labor-Installation-Member	290,910.00	0.00	0.00	290,910.00	0.00
10-70-311-4320 Labor-Installation-Non Member	171,162.00	0.00	0.00	171,162.00	0.00
10-70-311-4360 Reimbursements for Billable Parts	700,000.00	20,454.35	20,454.35	679,545.65	2.92
10-70-311-4370 Reimbursements for GST Software	52,692.00	0.00	0.00	52,692.00	0.00
<b>Total Technical Services</b>	1,214,764.00	20,454.35	20,454.35	1,194,309.65	1.68
<b>Total SBRPCA Enterprise Fund</b>	12,819,867.00	6,329,845.48	6,329,845.48	6,490,021.52	49.38
 <b>Grand Total</b>	 12,819,867.00	 6,329,845.48	 6,329,845.48	 6,490,021.52	 49.38

D-4

# Attachment 2

## Expenditure Status Report

South Bay Regional PCA  
 7/1/2021 through 9/30/2021

### 10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
50 Administration						
50-100 Administration						
50-100-5000 Expenditures						
50-111-5101 Salaries (Full-Time)	870,626.00	186,649.96	186,649.96	0.00	683,976.04	21.44
50-111-5104 Acting Pay	1,243.00	0.00	0.00	0.00	1,243.00	0.00
50-111-5107 Longevity Pay	2,350.00	0.00	0.00	0.00	2,350.00	0.00
50-111-5108 Sick Leave Payoff	35,271.00	0.00	0.00	0.00	35,271.00	0.00
50-111-5109 Vacation Leave Payoff	32,242.00	0.00	0.00	0.00	32,242.00	0.00
50-111-5112 Other Pay	17,200.00	580.00	580.00	0.00	16,620.00	3.37
50-111-5201 Medical Insurance	94,993.00	13,664.06	13,664.06	0.00	81,328.94	14.38
50-111-5202 Dental Insurance	7,607.00	2,161.92	2,161.92	0.00	5,445.08	28.42
50-111-5203 Vision Insurance	1,726.00	461.01	461.01	0.00	1,264.99	26.71
50-111-5204 Life Insurance	792.00	174.24	174.24	0.00	617.76	22.00
50-111-5205 Medicare	14,448.00	2,757.26	2,757.26	0.00	11,690.74	19.08
50-111-5207 Workers' Compensation	8,051.00	7,341.00	7,341.00	0.00	710.00	91.18
50-111-5208 PERS Contributions	91,601.00	19,146.71	19,146.71	0.00	72,454.29	20.90
50-111-5209 Retirees' Medical Insurance	6,000.00	1,295.05	1,295.05	0.00	4,704.95	21.58
50-111-5212 Deferred Comp Matching Benefit	37,500.00	5,400.00	5,400.00	0.00	32,100.00	14.40
50-111-5219 PERS Contributions-UAL	53,106.00	53,106.00	53,106.00	0.00	0.00	100.00
50-111-5301 Communications Contract Services	48,000.00	10,167.21	10,167.21	34,796.77	3,036.02	93.67
50-111-5302 Computer Contract Services/CAD-Tiburon	55,000.00	13,750.00	13,750.00	41,250.00	0.00	100.00
50-111-5304 Accounting/Auditing Services	33,000.00	2,450.00	2,450.00	0.00	30,550.00	7.42
50-111-5305 Legal Services	75,000.00	13,488.90	13,488.90	59,573.10	1,938.00	97.42
50-111-5306 Recruitment Costs	46,750.00	6,393.50	6,393.50	29,630.00	10,726.50	77.06
50-111-5307 Software Maintenance Services	64,652.00	27,527.38	27,527.38	6,196.00	30,928.62	52.16
50-111-5308 Banking Services (Fees)	6,000.00	1,954.14	1,954.14	0.00	4,045.86	32.57
50-111-5309 Online/Website Maintenance Services	7,500.00	368.00	368.00	2,742.00	4,390.00	41.47
50-111-5312 Medical Director Services/Paramedics	30,500.00	5,083.34	5,083.34	25,416.66	0.00	100.00
50-111-5313 Temporary Staffing Services	20,000.00	0.00	0.00	0.00	20,000.00	0.00
50-111-5401 Memberships & Dues	390.00	603.39	603.39	0.00	-213.39	154.72



## Expenditure Status Report

South Bay Regional PCA  
 7/1/2021 through 9/30/2021

### 10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
50-111-5402 Publications	750.00	327.82	327.82	0.00	422.18	43.71
50-111-5403 Conferences, Meetings & Travel	16,725.00	6,353.00	6,353.00	0.00	10,372.00	37.99
50-111-5404 Employee Services/EC-BOD	5,500.00	1,620.00	1,620.00	0.00	3,880.00	29.45
50-111-5501 Office Supplies	9,000.00	843.82	843.82	0.00	8,156.18	9.38
50-111-5502 Miscellaneous Supplies	12,100.00	1,650.52	1,650.52	0.00	10,449.48	13.64
50-111-5507 Postage & Shipping	1,600.00	0.00	0.00	1,600.00	0.00	100.00
50-111-5509 Reproduction	1,500.00	0.00	0.00	0.00	1,500.00	0.00
50-111-5511 Office Equipment Lease	15,750.00	3,349.05	3,349.05	11,650.95	750.00	95.24
50-111-5513 General Liability Insurance Premium	216,000.00	227,988.53	227,988.53	0.00	-11,988.53	105.55
50-111-5517 Vehicle Operations	2,000.00	0.00	0.00	0.00	2,000.00	0.00
50-111-5601 Telephone - Administration	15,000.00	2,513.42	2,513.42	0.00	12,486.58	16.76
50-111-5701 Maintenance - HQ	161,650.00	34,627.59	34,627.59	105,968.95	21,053.46	86.98
50-111-5703 Electricity - HQ	110,000.00	31,948.80	31,948.80	0.00	78,051.20	29.04
50-111-5704 Electricity - Grandview	2,200.00	497.06	497.06	0.00	1,702.94	22.59
50-111-5705 Electricity - Punta Place	9,000.00	2,028.04	2,028.04	0.00	6,971.96	22.53
50-111-5706 Gas - HQ	11,000.00	1,483.59	1,483.59	0.00	9,516.41	13.49
50-111-5707 Water - HQ	3,850.00	873.93	873.93	0.00	2,976.07	22.70
50-111-5715 Electricity-MB Water Tower	3,500.00	301.41	301.41	0.00	3,198.59	8.61
50-111-5810 Office Equipment	0.00	690.03	690.03	0.00	-690.03	0.00
50-111-5830 Furniture & Fixtures	0.00	2,205.17	2,205.17	2,563.48	-4,768.65	0.00
<b>Total Expenditures</b>	2,258,673.00	693,824.85	693,824.85	321,387.91	1,243,460.24	44.95
<b>Total Administration</b>	2,258,673.00	693,824.85	693,824.85	321,387.91	1,243,460.24	44.95
51 GASB 68 Pension Expenses						
51-100 Administration						
51-100-5000 Expenditures						
<b>Total GASB 68 Pension Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00
60 Operations						
60-200 Operations						

## Expenditure Status Report

South Bay Regional PCA  
7/1/2021 through 9/30/2021

### 10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	5,025,397.00	1,015,284.76	1,015,284.76	0.00	4,010,112.24	20.20
60-211-5102 Salaries (Part-Time)	0.00	2,058.28	2,058.28	0.00	-2,058.28	0.00
60-211-5103 Overtime	195,539.00	44,836.24	44,836.24	0.00	150,702.76	22.93
60-211-5104 Acting Pay	10,000.00	293.96	293.96	0.00	9,706.04	2.94
60-211-5105 Bilingual Pay	8,400.00	1,500.00	1,500.00	0.00	6,900.00	17.86
60-211-5108 Sick Leave Payoff	106,350.00	0.00	0.00	0.00	106,350.00	0.00
60-211-5109 Vacation Leave Payoff	55,000.00	10,737.93	10,737.93	0.00	44,262.07	19.52
60-211-5110 Training Pay	15,000.00	1,355.13	1,355.13	0.00	13,644.87	9.03
60-211-5114 Holiday Payoff	75,000.00	459.13	459.13	0.00	74,540.87	0.61
60-211-5115 Education Incentive Pay	116,900.00	24,023.87	24,023.87	0.00	92,876.13	20.55
60-211-5201 Medical Insurance	601,964.00	139,986.25	139,986.25	0.00	461,977.75	23.25
60-211-5202 Dental Insurance	42,265.00	11,105.96	11,105.96	0.00	31,159.04	26.28
60-211-5203 Vision Insurance	16,059.00	3,792.16	3,792.16	0.00	12,266.84	23.61
60-211-5204 Life Insurance	7,524.00	2,723.24	2,723.24	0.00	4,800.76	36.19
60-211-5205 Medicare	80,465.00	15,814.30	15,814.30	0.00	64,650.70	19.65
60-211-5206 Unemployment Insurance	10,000.00	0.00	0.00	0.00	10,000.00	0.00
60-211-5207 Workers' Compensation	38,242.00	34,870.00	34,870.00	0.00	3,372.00	91.18
60-211-5208 PERS Contributions	596,231.00	117,387.53	117,387.53	0.00	478,843.47	19.69
60-211-5209 Retirees' Medical Insurance	50,000.00	14,792.45	14,792.45	0.00	35,207.55	29.58
60-211-5219 PERS Contributions-UAL	494,406.00	494,406.00	494,406.00	0.00	0.00	100.00
60-211-5220 FSA Expense	0.00	2,279.16	2,279.16	561.25	-2,840.41	0.00
60-211-5401 Memberships & Dues	2,290.00	0.00	0.00	0.00	2,290.00	0.00
60-211-5402 Publications	1,710.00	0.00	0.00	0.00	1,710.00	0.00
60-211-5403 Conferences, Meetings & Travel	19,151.00	0.00	0.00	5,500.00	13,651.00	28.72
60-211-5404 Employee Services/EC-BOD	2,500.00	162.70	162.70	0.00	2,337.30	6.51
60-211-5405 Employee Awards	500.00	165.33	165.33	0.00	334.67	33.07
60-211-5406 POST Training	12,608.00	1,398.00	1,398.00	0.00	11,210.00	11.09
60-211-5407 Tuition Reimbursement	16,000.00	0.00	0.00	0.00	16,000.00	0.00
60-211-5506 Uniforms/Safety Equipment	8,000.00	0.00	0.00	6,900.00	1,100.00	86.25
60-211-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5603 Telephone - El Segundo	3,000.00	457.04	457.04	0.00	2,542.96	15.23
60-211-5604 Telephone - Gardena	15,000.00	167.58	167.58	0.00	14,832.42	1.12

## Expenditure Status Report

South Bay Regional PCA  
 7/1/2021 through 9/30/2021

### 10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
60-211-5606 Telephone - Hawthorne	6,000.00	2,483.65	2,483.65	0.00	3,516.35	41.39
60-211-5607 Telephone - Hermosa Beach	30,000.00	1,314.32	1,314.32	0.00	28,685.68	4.38
60-211-5608 Telephone - Manhattan Beach	6,000.00	910.81	910.81	0.00	5,089.19	15.18
60-211-5611 Telephone - Punta Place	4,500.00	279.60	279.60	0.00	4,220.40	6.21
60-211-5612 Telephone - RCC	11,000.00	1,955.79	1,955.79	0.00	9,044.21	17.78
60-211-5613 Sprint Wireless Reimbursable	70,000.00	4,697.26	4,697.26	0.00	65,302.74	6.71
60-211-5614 Verizon Wireless Reimbursable	50,000.00	8,463.60	8,463.60	0.00	41,536.40	16.93
60-211-5615 Telephone - Culver City	14,500.00	2,016.54	2,016.54	0.00	12,483.46	13.91
60-211-5810 Office Equipment	0.00	101.41	101.41	638.93	-740.34	0.00
60-211-5820 Other Equipment	15,000.00	778.01	778.01	0.00	14,221.99	5.19
<b>Total Operations</b>	<b>7,833,001.00</b>	<b>1,963,057.99</b>	<b>1,963,057.99</b>	<b>13,600.18</b>	<b>5,856,342.83</b>	<b>25.24</b>
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	469,753.00	101,900.06	101,900.06	0.00	367,852.94	21.69
70-311-5103 Overtime	6,850.00	239.26	239.26	0.00	6,610.74	3.49
70-311-5107 Merit Pay	2,000.00	448.00	448.00	0.00	1,552.00	22.40
70-311-5108 Sick Leave Payoff	17,780.00	0.00	0.00	0.00	17,780.00	0.00
70-311-5109 Vacation Leave Payoff	14,386.00	0.00	0.00	0.00	14,386.00	0.00
70-311-5201 Medical Insurance	62,000.00	12,369.14	12,369.14	0.00	49,630.86	19.95
70-311-5202 Dental Insurance	2,801.00	1,308.96	1,308.96	0.00	1,492.04	46.73
70-311-5203 Vision Insurance	1,339.00	463.95	463.95	0.00	875.05	34.65
70-311-5204 Life Insurance	660.00	145.20	145.20	0.00	514.80	22.00
70-311-5205 Medicare	7,431.00	1,364.10	1,364.10	0.00	6,066.90	18.36
70-311-5207 Workers' Compensation	54,344.00	49,552.00	49,552.00	0.00	4,792.00	91.18
70-311-5208 PERS Contributions	56,847.00	12,244.75	12,244.75	0.00	44,602.25	21.54
70-311-5209 Retirees' Medical Insurance	20,000.00	3,703.78	3,703.78	0.00	16,296.22	18.52
70-311-5219 PERS Contributions-UAL	46,449.00	46,449.00	46,449.00	0.00	0.00	100.00
70-311-5302 Computer Contract Services/CAD-Tiburon	145,000.00	36,250.00	36,250.00	108,750.00	0.00	100.00
70-311-5311 GST Software Reimbursable	52,692.00	26,346.00	26,346.00	26,346.00	0.00	100.00
70-311-5403 Conferences, Meetings & Travel	2,650.00	0.00	0.00	0.00	2,650.00	0.00

## Expenditure Status Report

South Bay Regional PCA  
 7/1/2021 through 9/30/2021

### 10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
70-311-5503 General Technical Supplies	7,500.00	898.85	898.85	0.00	6,601.15	11.98
70-311-5506 Uniforms/Safety Equipment	2,500.00	0.00	0.00	600.00	1,900.00	24.00
70-311-5507 Postage & Shipping	1,200.00	0.00	0.00	0.00	1,200.00	0.00
70-311-5514 Parts - Billing	700,000.00	75,751.53	75,751.53	443,582.90	180,665.57	74.19
70-311-5517 Vehicle Operations	4,500.00	582.20	582.20	1,685.00	2,232.80	50.38
70-311-5520 Equipment Repair	5,000.00	0.00	0.00	0.00	5,000.00	0.00
70-311-5521 Outside Technical Serv-Towers & Equip	325,000.00	45,000.00	45,000.00	211,570.00	68,430.00	78.94
70-311-5810 Office Equipment	2,000.00	880.27	880.27	638.93	480.80	75.96
<b>Total</b> Technical Services	2,010,682.00	415,897.05	415,897.05	793,172.83	801,612.12	60.13
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-454-5901 CIP Expenditures-IT Infrastructure/Equip	100,618.96	0.00	0.00	29,232.96	71,386.00	29.05
80-459-5901 CIP Expenditures-HVAC	125,000.00	0.00	0.00	0.00	125,000.00	0.00
<b>Total</b> Expenditures	225,618.96	0.00	0.00	29,232.96	196,386.00	12.96
<b>Total</b> CIP	225,618.96	0.00	0.00	29,232.96	196,386.00	12.96
<b>Total</b> Capital Infrastructure Projects	225,618.96	0.00	0.00	29,232.96	196,386.00	12.96
<b>Total</b> SBRPCA Enterprise Fund	12,327,974.96	3,072,779.89	3,072,779.89	1,157,393.88	8,097,801.19	34.31

## Expenditure Status Report

South Bay Regional PCA  
 7/1/2021 through 9/30/2021

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
<b>Total Grant Fund</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Grand Total</b>	12,327,974.96	3,072,779.89	3,072,779.89	1,157,393.88	8,097,801.19	34.31

D-5



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** October 19, 2021

**ITEM NUMBER:** D-5

**TO:** Executive Committee

**FROM:** M. Ross Klun, Executive Director

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

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

### **RECOMMENDATION**

Staff recommends that the Executive Committee approve and authorize the Executive Director to execute a Memorandum of Understanding ("MOU") between the South Bay Regional Public Communications Authority and California Teamsters Public, Professional and Medical Employees Union Local 911 ("Teamsters").

### **DISCUSSION**

The Teamsters bargaining group represents all full-time employees in the job classifications of Communications Operator, Public Safety Communications Specialist I, and Public Safety Communications Specialist II within the Authority. The Authority and Teamsters have agreed to make changes to the most recent MOU that covered the period from July 1, 2017 to December 31, 2020 as follows:

- A. One year MOU extension to expire December 31, 2021
- B. \$1,200 monthly medical contribution effective October 1, 2021
- C. Elimination of cafeteria cash back as of October 1, 2021
- D. Up to \$100 monthly match contribution per unit member in deferred compensation to begin on January 1, 2022

### **FISCAL IMPACT**

The projected cost increase for this Memorandum of Understanding is \$58,715, or .86% of the total compensation associated with the Teamsters bargaining group.

D-5

Attachment 1



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The SOUTH BAY REGIONAL  
PUBLIC COMMUNICATIONS AUTHORITY  
and  
The CALIFORNIA TEAMSTERS PUBLIC,  
PROFESSIONAL AND MEDICAL EMPLOYEES UNION  
LOCAL 911**

**~~July 1, 2017~~ January 1, 2021 ~~— June 30, 2020~~ December 31, 2021**

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## **PREAMBLE**

THIS AGREEMENT is made and entered into by and between the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (Authority) and the CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL, AND MEDICAL EMPLOYEES UNION, LOCAL 911, an affiliate of the International Brotherhood of Teamsters (Union). This Agreement is binding on the Authority only upon approval of the Authority's Executive Committee, and shall apply from ~~July 1, 2017~~ January 1, 2021 through and including ~~June 30, 2020~~ December 31, 2021.

## **ARTICLE 1 - CONCLUSIVENESS OF AGREEMENT**

**Section 1.1 - Agreement Conclusive.** This Agreement contains all of the promises and agreements of the parties. Therefore, for the life of this Agreement neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue, whether or not that issue was raised at a meet and confer session preceding this Agreement unless the parties agree to bargain about it.

## **ARTICLE 2 - RECOGNITION OF UNION**

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

## **ARTICLE 3 – MANAGEMENT’S RIGHTS**

**Section 3.1 – Management’s Rights.** Authority retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to determine the mission of its constituent sections; set standards of service; determine procedures and standards of selection of employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out work; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; determine work schedules; and make changes to work schedules. The determination of whether or not an emergency exists is solely within the discretion of Authority and is expressly excluded from the grievance procedure.

## **ARTICLE 4 - NO STRIKE, NO LOCKOUT**

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

**Section 4.2 – Lockout.** Authority will not lock out any employee.

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

## **ARTICLE 5 - PAYROLL DEDUCTIONS**

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

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

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

## **ARTICLE 6 - SAVINGS PROVISION**

**Section 6.1 - Severability.** Should any provision of this Agreement be declared illegal or invalid by decision of a Court of Law or any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

## **ARTICLE 7 - MEAL PERIOD AND BREAK PERIOD**

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

**Section 7.2 - Breaks.** The Authority shall schedule each employee breaks and meal periods under the following guidelines:

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

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

## **ARTICLE 8 - HARASSMENT AND DISCRIMINATION**

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

**Section 8.2 - No Harassment.** Authority expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees could become a violation of law and will not be tolerated. No

employment decision may be made based upon an employee's submission to or rejection of such conduct. Any employee who believes that he or she is a victim of such harassment, whether sexual, racial, ethnic, religious, or based on any other protected classification under the law, is required to immediately report the conduct to a supervisor, the Operations Manager, the Administrative Services Manager, or the Executive Director. Any employee who engages in such conduct is subject to disciplinary action, including immediate discharge.

## **ARTICLE 9 –LEAVES AND ATTENDANCE**

**Section 9.1 - Bereavement Leave (Death in Immediate Family).** In the event of death of a member of the employee's immediate family, bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave shall be compensated at the employee's base rate of pay, which is defined as the employee's base salary per the salary schedule without any special pay.

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

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

**Section 9.2 - Compensatory Time Off.** In lieu of paid overtime, an employee may accrue compensatory time at the earned rate, either straight time or time and one half depending on the hours actually worked in that employee's work week. Group A, Group C and Group D employees shall accrue no more than eighty (80) hours of such compensatory time; Group B employees shall accrue no more than one hundred and sixty (160) hours. An employee with eighty (80) hours or one hundred and sixty (160) hours of compensatory time on the books shall be paid overtime compensation for working overtime at the employee's overtime rate of pay, which includes special pays.

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

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

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

## **Section 9.3 - Holidays.**

- (a) **Fixed Holidays.**

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

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

Fixed holiday time earned in a calendar year must be taken off by June 30 of the subsequent calendar year. Failure to do so will result in the loss of the time. Upon employment termination, unused holidays earned will be compensated at the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

(b) Floating Holidays.

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

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

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

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

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

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

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



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

**Section 9.6 – Leave of Absence (Unpaid).** An unpaid leave of absence not to exceed ninety (90) calendar days may be granted to an employee for good cause provided operational requirements are met. Leaves of absence shall not be granted during holiday seasons, or when there is a personnel shortage, unless other employees sufficiently trained and willing to do the additional work are available.

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

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

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

Sick leave, holidays, and vacation leave do not accrue during an unpaid leave of absence. Time in service, performance evaluation scheduling, and eligibility for merit increases will be extended by the length of any unpaid leave of absence granted pursuant to this Section. The seniority for an employee on an approved leave of absence will not be affected as long as the leave of absence is certified as an FMLA event by a physician's statement, which includes that the employee is suffering from a serious medical condition and the possible duration of the medical condition. If a wage increase is granted to other employees during the leave of absence, the increase will not be implemented until the employee actually returns to work.

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

Employees may request extensions of their approved leave of absence, as long as they do not exceed the maximum time allowed for their years of service. Such requests should be in writing and received by the Executive Director two (2) weeks in advance of the expiration of their leave.

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

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

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

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

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

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

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

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

- (a) **General Sick Leave Policy.** Sick leave is not a discretionary privilege and is allowed only in case of actual and family sickness; and, for routine doctor, visual care, and dental appointments with advance supervisor's approval. (For purposes of this section, “family” is defined as husband, wife, registered domestic partner, children, stepchildren, parents and stepparents All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with the Administration Manager and/or the Financial Accountant.

When an employee has used all accumulated sick leave and remains off work, the employee will be LWOP (leave without pay). Employees receiving State disability payments will not be required to exhaust vacation leave and compensatory time while on disability.

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

- (1) Depending on the work schedule, the employee must give the proper amount of notice to his/her supervisor. Such notice shall include the location and telephone number where employee can be reached.
- (2) When the employee is absent for three (3) or more consecutive working days, a doctor's certification of illness shall be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for a number of days of sick leave used to establish proof of illness or when a pattern of sick leave abuse and/or excessive sick leave has been identified. Submittal shall be made upon return to work.
- (3) Employees on absence or returning from an absence due to illness or disability may be required to be examined by Authority's physician at Authority's expense.
- (4) The Authority reserves the right to periodically check the validity of employee's illness or of a family member's illness through telephone or personal contact when the Authority has reasonable suspicion that the employee is feigning illness of him or herself, or, a family member.

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

(c) The employee, the Union, and the Authority recognize that sick leave is a privilege granted to the employee and should be viewed by the employee as insurance, and not a means of compensation or extra vacation.

(d) The employee, the Union, and the Authority recognize the necessity for timeliness in reporting for duty assignments. Failure to report for duty assignments in a timely manner as defined in the Administrative Procedures Manual Section 25, may subject the employee to progressive discipline and/or loss of pay.

**Section 9.11 - Vacation Leave.** Each full-time employee is eligible for paid vacation leave upon completion of twelve (12) months of continuous service. Accrual of this leave begins with the first day of the first pay period after twelve (12) months of continuous service is completed. A one-time award of forty-eight (48) hours vacation leave shall be made upon satisfactory completion of probation. Upon employment termination, vacation leave is computed up to and including the last day worked. Vacation leave shall be earned in accordance with the following schedule for Group A, B, and C employees

<u>Completed Years of Service</u>	<u>Maximum Accrual Rate (Hours) Per Month</u>	<u>Maximum Accrual Rate (Hours) Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	8	96	144
5 through 9	12	144	240

10 or more

16

192

336

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

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

The vacation year shall be the calendar year. All accumulation maximums shown cannot be exceeded and accumulation stops until accrual is below maximum. If requirements of the service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the calendar year, a maximum of eighty (80) hours in addition to the accrual maximum may be carried over for use not later than February 1 of the following calendar year.

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

**Section 9.12 - Union Steward Relief/Compensation.** When requested by the Authority, relief for a Union steward performing Union business, specifically negotiations and meet and confer issues, shall be as follows:

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

**Section 9.13 - Hours of Work.** Employees shall be required to work a minimum of eight (8) hours per assigned workday. Based on each employee's particular work schedule, an employee may be assigned to work up to twelve (12) hours per day. Employees for whom necessity requires a different schedule than that generally applied shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

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

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

For all employees working a 3/12 work schedule (three, 12-hour work days per work week with one eight hour workday every other workweek which will always be on the day of the week either

preceding the first 12-hour shift of that week or following the third 12-hour shift of that week) their workweek shall begin exactly four hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

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

- (b) Definition of Hours Worked. Hours worked will be calculated as provided for by the Fair Labor Standards Act (FLSA) for actual time worked. Hours worked do not include time for which persons are compensated but do not actually work; specifically, sick leave, vacation leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury duty or any other leave of absence. A trade will be considered as actual hours worked for the absent employee.
- (c) Work Schedules. Work schedules shall be determined by the Authority, taking into consideration staff efficiency, customer service, cost productivity, and service to the community. Taking the above considerations into account, the Authority retains the right to modify work schedules. In the event the Authority proposes to modify the current work schedule, or any subsequent work schedule, the Authority agrees to notify, in writing, the Union and its employee representatives at least sixty (60) days prior to the proposed change. The Authority shall meet and confer over impact and implementation prior to implementation. The sixty (60) -day notice requirement may be waived by mutual agreement between Union and Authority, or in the case of an emergency affecting Authority's operations.

## **ARTICLE 10 – SHIFT PREFERENCE**

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

## **ARTICLE 11 – JOB SHARING**

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

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

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

## **ARTICLE 12 – SPECIAL PAY**

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

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

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

**Section 12.3 - Court Pay.** Payment shall be made to any Authority employee, whether full or part-time who, when in an off-duty status, is required by a subpoena of an officer of the Court, or competent authority, to appear in court and provide testimony in matters on behalf of Authority or its member agencies that relate to performance of duties as an Authority employee at the prescribed overtime or compensatory time rate for all hours such employee must remain at the Court. Employees who receive court time pay shall deposit with the Authority's Finance Manager any witness fees they receive as a result of the subpoena.

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

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

**Section 12.6 - Annual Payment for Unused Holiday, and Floating Holiday Leave (Optional).** Annually, each Communications Operator employee may convert, for cash, any amount of hours of holiday leave. No one shall be required to do this, but may if desired. Floating holiday leave balances shall be determined and may be cashed out as of the end of the pay period nearest to, but not past, October 31 each year. Unused holiday leave balances shall be determined and may be cashed out as of the end of the pay period nearest to, but not past,

May 31 each year. The holiday hours will be at 100% of the Communications Operator employee's base rate of pay which is defined as the Communications Operator employee's base salary per the salary schedule without any special pay.

**Section 12.7 – Overtime.** Overtime will be paid to employees as required by the FLSA for actual work hours in excess of forty (40) hours in the defined FLSA workweek. No leave hours shall count as hours worked and hours worked in excess of scheduled hours in a day or shift shall not trigger overtime. Only hours actually worked in excess of forty (40) hours in the defined FLSA workweek shall entitle an employee to receive overtime compensation. Employees who are mandated on an Authority recognized holiday shall be compensated at one and one half times their regular rates of pay with special pays and must receive monetary compensation, not compensatory time.

In case of emergency, or whenever the public interest or necessity requires, any department may require any employee in such department to perform overtime work. No employee shall be required to perform overtime work, except in accordance with approved policies and upon the approval of the Executive Director or his designee.

Overtime shall not be paid in those cases where an employee is called back from paid leave. In this case, the employee shall be deemed to have returned to regular work status, be paid regular salary, and not be charged for paid leave for those hours actually worked.

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

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

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

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

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

Group B employees:

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

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

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

**Section 12.12 - Annual Payment for Unused Vacation Leave (Optional).** Annually, each employee may convert, for cash, a limited number of hours of vacation leave. No one shall be required to do this, but may, if desired. Leave balances shall be determined at the end of the pay period nearest to, but not past, October 31 each year. The dollar value of the hours converted will be determined by the completed years of service as shown below. Payment shall be calculated as a percentage of the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

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

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

Group B employees:

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

**Section 12.13 -- Callback Pay** (Technical Service Personnel Only) When an employee is required to return to work after completion of the employee's regular work day, that employee shall receive a minimum of two (2) hours' pay at one and one-half (1 ½) times the employee's regular rate of pay on the first callback in a twenty-four (24)-hour period. All callbacks after the first will be paid at one and one-half (1 ½) times the employee's



base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay for actual hours worked. Hours worked shall start upon arrival at the job site.

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

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

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

**Section 12.16 – --- Deferred Compensation.** Effective January 1, 2022, the Authority will contribute up to \$100 matching funds per month toward each employee's deferred compensation contribution.

### **ARTICLE 13 - FRINGE BENEFITS**

**Section 13.0 – Insurance Benefits Program.** Each full-time employee is eligible to participate in the Authority's selected group insurance benefits program on the following bases:

**Section 13.1 - Medical-Dental Plans.** Full-time employees and their dependents shall be eligible for coverage in the medical and dental plans under the terms and conditions of the contract executed between the Authority and the insurance providers selected by the Authority.

**Section 13.2 - Contribution Amount.** Effective December 1, 2018, the Authority shall, under a Cafeteria, Flexible or Optional Benefit Plan, contribute up to \$1,060 per month, towards employees' medical and dental insurance premiums. Effective upon approval and adoption of this Agreement, the Authority will contribute up to \$1,200 per month. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory (i.e., the statutory minimum) employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA).

**Section 13.3 - IRS Section 125 Cafeteria Plan.** The Authority shall contribute the above amount towards employees' and their dependents' medical and dental insurance premiums. Effective upon approval and adoption of this Agreement, sShould the Authority's contribution exceed the cost of the medical and dental insurance premiums, ~~employees may receive up to \$150 in cash back as taxable income.~~ So should an employee voluntarily elect not to participate pursuant to Section 13.4, below, the employee shall ~~receive \$300 innot receive any~~ cash back ~~as taxable income.~~

**Section 13.4 - Medical Plan Waiver.** Should employee voluntarily elect not to participate in the Authority's medical insurance, the employee must provide proof of medical insurance coverage under a spouse's or another qualified group medical insurance plan.

**Section 13.5 - Medical-Dental Insurance Coverage When Employee is on Unpaid Status.** The Authority shall pay for thirty (30) days from the date the employee is on leave without pay. If employee is out longer than 30 days in unpaid status, he/she will be provided with a COBRA notice and permitted to continue receiving Authority provided medical/dental insurance coverage at the employee's own expense as provided per COBRA. Failure to pay the COBRA premium will result in the loss of insurance coverage until such time the employee returns on paid status.

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

**Section 13.7 - Retirees' Medical.** The Authority shall continue to contribute the minimum amount for medical insurance premium as required under Section 22892(b) of the PEMHCA for employees who retire from the Authority. In addition, each employee who retires from the Authority shall receive the following to be used towards employee-only medical insurance premiums, from date of retirement until age 65:

- a) Minimum ten (10) years of service with Authority                      \$200.00 per month
- b) Minimum fifteen (15) years of service with Authority                \$300.00 per month
- c) Minimum twenty (20) years of service with Authority                \$500.00 per month
- d) Employees who have retired from the Authority prior to July 1, 2008, shall continue to receive the following retiree medical benefits: Group A employees shall receive five hundred eighty-two and 33/100 dollars (\$582.33) and Group B employees shall received nine hundred and sixty dollars (\$960) per month, as long as the Authority remains in PEMCHA. If the Authority elects not to remain in PEMHCA, employees who have retired from the Authority prior to July 1, 2008, shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service.
- e) Effective July 1, 2015, Group A Communications Operators who retire prior to July 1, 2021 shall receive \$750.00 per month toward medical insurance as long as the Authority remains in PEMCHA. Group B Technical Services Personnel covered in this MOU who retire prior to July 1, 2021 shall receive \$960.00 per month toward medical insurance as long as the Authority remains in PEMCHA. If the Authority elects not to remain in PEMHCA, employees who retire from the Authority before June 1, 2021, shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service.
- f) Group C and Group D employees shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service. All Group C employees hired after July 1, 2014 and Group D employees hired after November 30, 2018, must have a minimum of fifteen (15) years of service with the Authority in order to receive retiree medical benefits specified in Section 13.7(b) or (c).

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

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

**Section 13.8 – Retirement/Pension.** Authority has a contract with the California Public Employees’ Retirement System (CalPERS) for coverage under the basic plan for non-safety employees without modifications. All full-time employees who work more than half time (more than an average of eighty-seven (87) hours per month or more than a total of five hundred twenty-two [522] hours in a six [6] month period) or who have qualified for retirement coverage under CalPERS by virtue of previous employment with Authority or elsewhere, are required to participate in this system. For employees hired prior to October 25, 2011, the Authority shall provide a CalPERS contract of two percent (2%) at fifty-five (55) based on the employee’s single highest year.

Effective July 1, 2013, employees hired prior to October 25, 2011, will contribute one quarter of the employees’ contribution PERS rate or one and three quarters percent (1.75%) of their salary, including all special pays and on January 1, 2014 will contribute an additional one quarter of the employee’s contribution PERS rate or one and three quarters percent (1.75%) of their salary, including all special pays for a total of three and one half percent (3 ½ %).

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

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

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

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

**Section 13.11 - Uniforms.** Probationary Communications Operators shall be provided two (2) sets of uniforms by the Authority. The cost of the uniforms shall be borne by the Authority prior to beginning work at the

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

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

#### **ARTICLE 14 - DEMOTION**

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

**Section 14.2 - Seniority.** When a probationary promoted employee is subsequently demoted (voluntarily or not), from a position in one pay grade to a position in a lower pay grade the seniority date of the employee after demotion shall be the same as it was before promotion. Demotion of a permanent employee shall require issuance of a new seniority date equal to the date of the demotion.

#### **ARTICLE 15 - REINSTATEMENT**

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

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

#### **ARTICLE 16 - GRIEVANCE PROCEDURE**

**Section 16.1 - Introduction.** The grievance procedure is established, in order to promote improved employer/employee relations by affording employees an informal method for further consideration of complaints which have not been resolved through discussions.

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

### **Section 16.3 - The Right to Grieve.**

Any employee other than a probationary employee (see Section 16.4) shall have the right to grieve a decision made by the Authority affecting his/her employment, and relating to those matters defined in Section 16.2. Employees shall have the right to grieve written reprimands up through Step 3 of the grievance procedure outlined below. Employees shall have the right to grieve job evaluations up through Step 2 of the grievance procedure outlined below. Oral reprimands are not subject to grievance. Appeals of suspensions, demotions, terminations, and other disciplinary actions shall be subject to the provisions of Article 17.

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

**Section 16.5 - Informal Grievance Procedure.** An employee who wishes to grieve an incident should first discuss the matter with his/her immediate supervisor within five (5) calendar days of the incident. If not satisfied with the decision reached by this discussion, the employee shall then have the right to file a formal grievance in writing, within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

### **Section 16.6 - Formal Grievance Procedure.**

#### **(a) First Level of Review (Step 1)**

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

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

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

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

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

#### **(c) Executive Director Review (Step 3)**

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

(d) Board of Review Step (Step 4)

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

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

**ARTICLE 17 - DISCIPLINE PROCEDURE**

Resolution 283 shall be modified as set forth below:

- (a) Appeals chart shall provide for appeal to the Executive Committee for all suspensions of Communications Operators.
- (b) Shall provide that "Oral and written reprimands are not subject to appeal pursuant to this rule; however, written reprimands are subject to the grievance procedure of Article 16 of the Teamsters MOU. "

**ARTICLE 18 - IMPASSE PROCEDURE**

Resolution 283 shall be modified as follows:

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

## **ARTICLE 19 - SALARY**

### **Section 19.1 – ~~Signing Bonus~~**

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

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

### **Section 19.2 – Wages.**

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

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

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

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

Salary Effective Date	Position Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
-----------------------	----------------	--------	--------	--------	--------	--------	--------	--------

12/1/2018	Public Safety Communications Specialist I	\$6,221.80	\$6,532.88	\$6,859.53	\$7,202.50	\$7,562.63	N/A	N/A
7/6/2019	Public Safety Communications Specialist I	\$6,377.34	\$6,696.20	\$7,031.02	\$7,382.56	\$7,751.69	N/A	N/A

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

## **ARTICLE 20 – CONSOLIDATION**

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



**SIGNATURE PAGE**

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

On behalf of the South Bay Regional  
Public Communications Authority

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

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**ROSS KLUN**  
Executive Director

---

**CARLOS RUBIO**  
Business Agent

---

**JEFFREY WILLIAMS**  
Union Steward

---

**RHONDA ZECK**  
Union Steward

---

**JAMES HAWKINS**  
Union Steward

---

**DAVID LOPEZ**  
Union Steward

D-5

Attachment 2

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The SOUTH BAY REGIONAL  
PUBLIC COMMUNICATIONS AUTHORITY  
and  
The CALIFORNIA TEAMSTERS PUBLIC,  
PROFESSIONAL AND MEDICAL EMPLOYEES UNION  
LOCAL 911  
January 1, 2021 – December 31, 2021**

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## **PREAMBLE**

THIS AGREEMENT is made and entered into by and between the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (Authority) and the CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL, AND MEDICAL EMPLOYEES UNION, LOCAL 911, an affiliate of the International Brotherhood of Teamsters (Union). This Agreement is binding on the Authority only upon approval of the Authority's Executive Committee, and shall apply from January 1, 2021 through and including December 31, 2021.

## **ARTICLE 1 - CONCLUSIVENESS OF AGREEMENT**

**Section 1.1 - Agreement Conclusive.** This Agreement contains all of the promises and agreements of the parties. Therefore, for the life of this Agreement neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue, whether or not that issue was raised at a meet and confer session preceding this Agreement unless the parties agree to bargain about it.

## **ARTICLE 2 - RECOGNITION OF UNION**

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

## **ARTICLE 3 – MANAGEMENT’S RIGHTS**

**Section 3.1 – Management’s Rights.** Authority retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to determine the mission of its constituent sections; set standards of service; determine procedures and standards of selection of employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out work; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; determine work schedules; and make changes to work schedules. The determination of whether or not an emergency exists is solely within the discretion of Authority and is expressly excluded from the grievance procedure.

## **ARTICLE 4 - NO STRIKE, NO LOCKOUT**

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

**Section 4.2 – Lockout.** Authority will not lock out any employee.

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

## **ARTICLE 5 - PAYROLL DEDUCTIONS**

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

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

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

## **ARTICLE 6 - SAVINGS PROVISION**

**Section 6.1 - Severability.** Should any provision of this Agreement be declared illegal or invalid by decision of a Court of Law or any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

## **ARTICLE 7 - MEAL PERIOD AND BREAK PERIOD**

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

**Section 7.2 - Breaks.** The Authority shall schedule each employee breaks and meal periods under the following guidelines:

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

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

## **ARTICLE 8 - HARASSMENT AND DISCRIMINATION**

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

**Section 8.2 - No Harassment.** Authority expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees could become a violation of law and will not be tolerated. No



employment decision may be made based upon an employee's submission to or rejection of such conduct. Any employee who believes that he or she is a victim of such harassment, whether sexual, racial, ethnic, religious, or based on any other protected classification under the law, is required to immediately report the conduct to a supervisor, the Operations Manager, the Administrative Services Manager, or the Executive Director. Any employee who engages in such conduct is subject to disciplinary action, including immediate discharge.

## **ARTICLE 9 –LEAVES AND ATTENDANCE**

**Section 9.1 - Bereavement Leave (Death in Immediate Family).** In the event of death of a member of the employee's immediate family, bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave shall be compensated at the employee's base rate of pay, which is defined as the employee's base salary per the salary schedule without any special pay.

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

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

**Section 9.2 - Compensatory Time Off.** In lieu of paid overtime, an employee may accrue compensatory time at the earned rate, either straight time or time and one half depending on the hours actually worked in that employee's work week. Group A, Group C and Group D employees shall accrue no more than eighty (80) hours of such compensatory time; Group B employees shall accrue no more than one hundred and sixty (160) hours. An employee with eighty (80) hours or one hundred and sixty (160) hours of compensatory time on the books shall be paid overtime compensation for working overtime at the employee's overtime rate of pay, which includes special pays.

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

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

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

## **Section 9.3 - Holidays.**

- (a) Fixed Holidays.

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

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

Fixed holiday time earned in a calendar year must be taken off by June 30 of the subsequent calendar year. Failure to do so will result in the loss of the time. Upon employment termination, unused holidays earned will be compensated at the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

(b) Floating Holidays.

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

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

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

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

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

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

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

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

**Section 9.6 – Leave of Absence (Unpaid).** An unpaid leave of absence not to exceed ninety (90) calendar days may be granted to an employee for good cause provided operational requirements are met. Leaves of absence shall not be granted during holiday seasons, or when there is a personnel shortage, unless other employees sufficiently trained and willing to do the additional work are available.

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

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

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

Sick leave, holidays, and vacation leave do not accrue during an unpaid leave of absence. Time in service, performance evaluation scheduling, and eligibility for merit increases will be extended by the length of any unpaid leave of absence granted pursuant to this Section. The seniority for an employee on an approved leave of absence will not be affected as long as the leave of absence is certified as an FMLA event by a physician's statement, which includes that the employee is suffering from a serious medical condition and the possible duration of the medical condition. If a wage increase is granted to other employees during the leave of absence, the increase will not be implemented until the employee actually returns to work.

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

Employees may request extensions of their approved leave of absence, as long as they do not exceed the maximum time allowed for their years of service. Such requests should be in writing and received by the Executive Director two (2) weeks in advance of the expiration of their leave.

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

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

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

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

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

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

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

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

- (a) **General Sick Leave Policy.** Sick leave is not a discretionary privilege and is allowed only in case of actual and family sickness; and, for routine doctor, visual care, and dental appointments with advance supervisor's approval. (For purposes of this section, “family” is defined as husband, wife, registered domestic partner, children, stepchildren, parents and stepparents All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with the Administration Manager and/or the Financial Accountant.

When an employee has used all accumulated sick leave and remains off work, the employee will be LWOP (leave without pay). Employees receiving State disability payments will not be required to exhaust vacation leave and compensatory time while on disability.

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

- (1) Depending on the work schedule, the employee must give the proper amount of notice to his/her supervisor. Such notice shall include the location and telephone number where employee can be reached.
- (2) When the employee is absent for three (3) or more consecutive working days, a doctor's certification of illness shall be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for a number of days of sick leave used to establish proof of illness or when a pattern of sick leave abuse and/or excessive sick leave has been identified. Submittal shall be made upon return to work.
- (3) Employees on absence or returning from an absence due to illness or disability may be required to be examined by Authority's physician at Authority's expense.
- (4) The Authority reserves the right to periodically check the validity of employee's illness or of a family member's illness through telephone or personal contact when the Authority has reasonable suspicion that the employee is feigning illness of him or herself, or, a family member.

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

(c) The employee, the Union, and the Authority recognize that sick leave is a privilege granted to the employee and should be viewed by the employee as insurance, and not a means of compensation or extra vacation.

(d) The employee, the Union, and the Authority recognize the necessity for timeliness in reporting for duty assignments. Failure to report for duty assignments in a timely manner as defined in the Administrative Procedures Manual Section 25, may subject the employee to progressive discipline and/or loss of pay.

**Section 9.11 - Vacation Leave.** Each full-time employee is eligible for paid vacation leave upon completion of twelve (12) months of continuous service. Accrual of this leave begins with the first day of the first pay period after twelve (12) months of continuous service is completed. A one-time award of forty-eight (48) hours vacation leave shall be made upon satisfactory completion of probation. Upon employment termination, vacation leave is computed up to and including the last day worked. Vacation leave shall be earned in accordance with the following schedule for Group A, B, and C employees

<u>Completed Years of Service</u>	<u>Maximum Accrual Rate (Hours) Per Month</u>	<u>Maximum Accrual Rate (Hours) Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	8	96	144
5 through 9	12	144	240

10 or more

16

192

336

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

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

The vacation year shall be the calendar year. All accumulation maximums shown cannot be exceeded and accumulation stops until accrual is below maximum. If requirements of the service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the calendar year, a maximum of eighty (80) hours in addition to the accrual maximum may be carried over for use not later than February 1 of the following calendar year.

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

**Section 9.12 - Union Steward Relief/Compensation.** When requested by the Authority, relief for a Union steward performing Union business, specifically negotiations and meet and confer issues, shall be as follows:

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

**Section 9.13 - Hours of Work.** Employees shall be required to work a minimum of eight (8) hours per assigned workday. Based on each employee's particular work schedule, an employee may be assigned to work up to twelve (12) hours per day. Employees for whom necessity requires a different schedule than that generally applied shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

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

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

For all employees working a 3/12 work schedule (three, 12-hour work days per work week with one eight hour workday every other workweek which will always be on the day of the week either

preceding the first 12-hour shift of that week or following the third 12-hour shift of that week) their workweek shall begin exactly four hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

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

- (b) Definition of Hours Worked. Hours worked will be calculated as provided for by the Fair Labor Standards Act (FLSA) for actual time worked. Hours worked do not include time for which persons are compensated but do not actually work; specifically, sick leave, vacation leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury duty or any other leave of absence. A trade will be considered as actual hours worked for the absent employee.
- (c) Work Schedules. Work schedules shall be determined by the Authority, taking into consideration staff efficiency, customer service, cost productivity, and service to the community. Taking the above considerations into account, the Authority retains the right to modify work schedules. In the event the Authority proposes to modify the current work schedule, or any subsequent work schedule, the Authority agrees to notify, in writing, the Union and its employee representatives at least sixty (60) days prior to the proposed change. The Authority shall meet and confer over impact and implementation prior to implementation. The sixty (60) -day notice requirement may be waived by mutual agreement between Union and Authority, or in the case of an emergency affecting Authority's operations.

## **ARTICLE 10 – SHIFT PREFERENCE**

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

## **ARTICLE 11 – JOB SHARING**

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

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

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

## **ARTICLE 12 – SPECIAL PAY**

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

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

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

**Section 12.3 - Court Pay.** Payment shall be made to any Authority employee, whether full or part-time who, when in an off-duty status, is required by a subpoena of an officer of the Court, or competent authority, to appear in court and provide testimony in matters on behalf of Authority or its member agencies that relate to performance of duties as an Authority employee at the prescribed overtime or compensatory time rate for all hours such employee must remain at the Court. Employees who receive court time pay shall deposit with the Authority's Finance Manager any witness fees they receive as a result of the subpoena.

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

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

**Section 12.6 - Annual Payment for Unused Holiday, and Floating Holiday Leave (Optional).** Annually, each Communications Operator employee may convert, for cash, any amount of hours of holiday leave. No one shall be required to do this, but may if desired. Floating holiday leave balances shall be determined and may be cashed out as of the end of the pay period nearest to, but not past, October 31 each year. Unused holiday leave balances shall be determined and may be cashed out as of the end of the pay period nearest to, but not past,



May 31 each year. The holiday hours will be at 100% of the Communications Operator employee's base rate of pay which is defined as the Communications Operator employee's base salary per the salary schedule without any special pay.

**Section 12.7 – Overtime.** Overtime will be paid to employees as required by the FLSA for actual work hours in excess of forty (40) hours in the defined FLSA workweek. No leave hours shall count as hours worked and hours worked in excess of scheduled hours in a day or shift shall not trigger overtime. Only hours actually worked in excess of forty (40) hours in the defined FLSA workweek shall entitle an employee to receive overtime compensation. Employees who are mandated on an Authority recognized holiday shall be compensated at one and one half times their regular rates of pay with special pays and must receive monetary compensation, not compensatory time.

In case of emergency, or whenever the public interest or necessity requires, any department may require any employee in such department to perform overtime work. No employee shall be required to perform overtime work, except in accordance with approved policies and upon the approval of the Executive Director or his designee.

Overtime shall not be paid in those cases where an employee is called back from paid leave. In this case, the employee shall be deemed to have returned to regular work status, be paid regular salary, and not be charged for paid leave for those hours actually worked.

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

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

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

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

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

Group B employees:

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

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

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

**Section 12.12 - Annual Payment for Unused Vacation Leave (Optional).** Annually, each employee may convert, for cash, a limited number of hours of vacation leave. No one shall be required to do this, but may, if desired. Leave balances shall be determined at the end of the pay period nearest to, but not past, October 31 each year. The dollar value of the hours converted will be determined by the completed years of service as shown below. Payment shall be calculated as a percentage of the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

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

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

Group B employees:

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

**Section 12.13 -- Callback Pay** (Technical Service Personnel Only) When an employee is required to return to work after completion of the employee's regular work day, that employee shall receive a minimum of two (2) hours' pay at one and one-half (1 ½) times the employee's regular rate of pay on the first callback in a twenty-four (24)-hour period. All callbacks after the first will be paid at one and one-half (1 ½) times the employee's

base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay for actual hours worked. Hours worked shall start upon arrival at the job site.

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

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

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

**Section 12.16 -- Deferred Compensation.** Effective January 1, 2022, the Authority will contribute up to \$100 matching funds per month toward each employee's deferred compensation contribution.

### **ARTICLE 13 - FRINGE BENEFITS**

**Section 13.0 -- Insurance Benefits Program.** Each full-time employee is eligible to participate in the Authority's selected group insurance benefits program on the following bases:

**Section 13.1 - Medical-Dental Plans.** Full-time employees and their dependents shall be eligible for coverage in the medical and dental plans under the terms and conditions of the contract executed between the Authority and the insurance providers selected by the Authority.

**Section 13.2 - Contribution Amount.** Effective December 1, 2018, the Authority shall, under a Cafeteria, Flexible or Optional Benefit Plan, contribute up to \$1,060 per month, towards employees' medical and dental insurance premiums. Effective upon approval and adoption of this Agreement, the Authority will contribute up to \$1,200 per month. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory (i.e., the statutory minimum) employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA).

**Section 13.3 - IRS Section 125 Cafeteria Plan.** The Authority shall contribute the above amount towards employees' and their dependents' medical and dental insurance premiums. Effective upon approval and adoption of this Agreement, should the Authority's contribution exceed the cost of the medical and dental insurance premiums, or should an employee voluntarily elect not to participate pursuant to Section 13.4, below, the employee shall not receive any cash back.

**Section 13.4 - Medical Plan Waiver.** Should employee voluntarily elect not to participate in the Authority's medical insurance, the employee must provide proof of medical insurance coverage under a spouse's or another qualified group medical insurance plan.

**Section 13.5 - Medical-Dental Insurance Coverage When Employee is on Unpaid Status.** The Authority shall pay for thirty (30) days from the date the employee is on leave without pay. If employee is out longer than 30 days in unpaid status, he/she will be provided with a COBRA notice and permitted to continue receiving Authority provided medical/dental insurance coverage at the employee's own expense as provided per COBRA. Failure to pay the COBRA premium will result in the loss of insurance coverage until such time the employee returns on paid status.

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

**Section 13.7 - Retirees' Medical.** The Authority shall continue to contribute the minimum amount for medical insurance premium as required under Section 22892(b) of the PEMHCA for employees who retire from the Authority. In addition, each employee who retires from the Authority shall receive the following to be used towards employee-only medical insurance premiums, from date of retirement until age 65:

- a) Minimum ten (10) years of service with Authority                      \$200.00 per month
- b) Minimum fifteen (15) years of service with Authority                \$300.00 per month
- c) Minimum twenty (20) years of service with Authority                \$500.00 per month
- d) Employees who have retired from the Authority prior to July 1, 2008, shall continue to receive the following retiree medical benefits: Group A employees shall receive five hundred eighty-two and 33/100 dollars (\$582.33) and Group B employees shall received nine hundred and sixty dollars (\$960) per month, as long as the Authority remains in PEMCHA. If the Authority elects not to remain in PEMHCA, employees who have retired from the Authority prior to July 1, 2008, shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service.
- e) Effective July 1, 2015, Group A Communications Operators who retire prior to July 1, 2021 shall receive \$750.00 per month toward medical insurance as long as the Authority remains in PEMCHA. Group B Technical Services Personnel covered in this MOU who retire prior to July 1, 2021 shall receive \$960.00 per month toward medical insurance as long as the Authority remains in PEMCHA. If the Authority elects not to remain in PEMHCA, employees who retire from the Authority before June 1, 2021, shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service.
- f) Group C and Group D employees shall receive the retiree medical benefits specified in Section 13.7(a), (b) or (c), above herein, depending upon their years of service. All Group C employees hired after July 1, 2014 and Group D employees hired after November 30, 2018, must have a minimum of fifteen (15) years of service with the Authority in order to receive retiree medical benefits specified in Section 13.7(b) or (c).

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

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

**Section 13.8 – Retirement/Pension.** Authority has a contract with the California Public Employees’ Retirement System (CalPERS) for coverage under the basic plan for non-safety employees without modifications. All full-time employees who work more than half time (more than an average of eighty-seven (87) hours per month or more than a total of five hundred twenty-two [522] hours in a six [6] month period) or who have qualified for retirement coverage under CalPERS by virtue of previous employment with Authority or elsewhere, are required to participate in this system. For employees hired prior to October 25, 2011, the Authority shall provide a CalPERS contract of two percent (2%) at fifty-five (55) based on the employee’s single highest year.

Effective July 1, 2013, employees hired prior to October 25, 2011, will contribute one quarter of the employees’ contribution PERS rate or one and three quarters percent (1.75%) of their salary, including all special pays and on January 1, 2014 will contribute an additional one quarter of the employee’s contribution PERS rate or one and three quarters percent (1.75%) of their salary, including all special pays for a total of three and one half percent (3 ½ %).

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

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

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

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

**Section 13.11 - Uniforms.** Probationary Communications Operators shall be provided two (2) sets of uniforms by the Authority. The cost of the uniforms shall be borne by the Authority prior to beginning work at the

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

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

#### **ARTICLE 14 - DEMOTION**

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

**Section 14.2 - Seniority.** When a probationary promoted employee is subsequently demoted (voluntarily or not), from a position in one pay grade to a position in a lower pay grade the seniority date of the employee after demotion shall be the same as it was before promotion. Demotion of a permanent employee shall require issuance of a new seniority date equal to the date of the demotion.

#### **ARTICLE 15 - REINSTATEMENT**

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

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

#### **ARTICLE 16 - GRIEVANCE PROCEDURE**

**Section 16.1 - Introduction.** The grievance procedure is established, in order to promote improved employer/employee relations by affording employees an informal method for further consideration of complaints which have not been resolved through discussions.

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

### **Section 16.3 - The Right to Grieve.**

Any employee other than a probationary employee (see Section 16.4) shall have the right to grieve a decision made by the Authority affecting his/her employment, and relating to those matters defined in Section 16.2. Employees shall have the right to grieve written reprimands up through Step 3 of the grievance procedure outlined below. Employees shall have the right to grieve job evaluations up through Step 2 of the grievance procedure outlined below. Oral reprimands are not subject to grievance. Appeals of suspensions, demotions, terminations, and other disciplinary actions shall be subject to the provisions of Article 17.

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

**Section 16.5 - Informal Grievance Procedure.** An employee who wishes to grieve an incident should first discuss the matter with his/her immediate supervisor within five (5) calendar days of the incident. If not satisfied with the decision reached by this discussion, the employee shall then have the right to file a formal grievance in writing, within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

### **Section 16.6 - Formal Grievance Procedure.**

#### **(a) First Level of Review (Step 1)**

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

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

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

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

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

#### **(c) Executive Director Review (Step 3)**

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

(d) Board of Review Step (Step 4)

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

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

**ARTICLE 17 - DISCIPLINE PROCEDURE**

Resolution 283 shall be modified as set forth below:

- (a) Appeals chart shall provide for appeal to the Executive Committee for all suspensions of Communications Operators.
- (b) Shall provide that "Oral and written reprimands are not subject to appeal pursuant to this rule; however, written reprimands are subject to the grievance procedure of Article 16 of the Teamsters MOU. "

**ARTICLE 18 - IMPASSE PROCEDURE**

Resolution 283 shall be modified as follows:

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



## **ARTICLE 19 - SALARY**

### **Section 19.1 – Wages.**

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

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

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

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

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

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

## **ARTICLE 20 – CONSOLIDATION**

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

**SIGNATURE PAGE**

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

On behalf of the South Bay Regional  
Public Communications Authority

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

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**ROSS KLUN**  
Executive Director

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**CARLOS RUBIO**  
Business Agent

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**JEFFREY WILLIAMS**  
Union Steward

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**RHONDA ZECK**  
Union Steward

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**JAMES HAWKINS**  
Union Steward

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**DAVID LOPEZ**  
Union Steward

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# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** October 19, 2021

**ITEM:** F-1

**TO:** Executive Committee

**FROM:** Ross Klun, Executive Director  
Vanessa Alfaro, Finance & Performance Audit Manager

**SUBJECT:** DEFERRED COMPENSATION PLAN AGREEMENTS WITH MISSIONSQUARE RETIREMENT AND SHUSTER ADVISORY GROUP, LLC

**ATTACHMENTS:** 1. MissionSquare Administrative Services Agreement  
2. Agreement with Shuster Advisory Group, LLC

### **RECOMMENDATION**

Staff recommends the Executive Committee:

1. Approve an Administrative Services Agreement with MissionSquare Retirement for the 457(b) Deferred Compensation Plan ("Plan");
2. Approve an Agreement with Shuster Advisory Group, LLC for investment consulting, advisory, and fiduciary services for the Plan; and
3. Authorize the Executive Director to be the Agreement Administrator of the Plan and execute necessary Plan agreements and documents on behalf of the Authority.

### **BACKGROUND**

The Authority currently provides an employer-sponsored deferred compensation plan under Section 457(b) of the Internal Revenue Code with MissionSquare Retirement (formerly ICMA-RC) as the record keeper. The Plan allows employees to save and invest money for retirement by making voluntary contributions to the plan with tax benefits.

As the Plan sponsor, the Authority has certain fiduciary duties and responsibilities under State law (California State Constitution, Article XVI Section 17). These duties and responsibilities focus on ensuring the operation and investment of the public retirement plan is for the exclusive purpose of providing benefits to participants and beneficiaries. Specifically, fiduciary responsibilities include:

- Investing the assets of the plan;

- Administering the plan; and
- Engaging in a prudent process for making all decisions related to the operation of the plan, including decisions related to the plan's investments and related services.

As the Plan Sponsor, the Authority has the right to contract with third-party service providers in fulfilling the Authority's responsibilities for the Plan. The Authority currently utilizes MissionSquare to provide record-keeping and administration services for the Plan. MissionSquare is not a fiduciary to the Plan and is prohibited from being a fiduciary to the plan. Due to increased regulatory responsibilities and the complexity of the investment process and associated duties, staff sought to learn more about trends affecting the employer-sponsored retirement plan marketplace and laws governing fiduciary requirements for the operation of the Authority's sponsored plan. In addition, in an effort to fulfill the Authority's fiduciary responsibility to provide a plan in the best interest of participating employees, the Authority sought to conduct a review of the Plan and a Request for Proposal ("RFP") for record-keeping services.

## **DISCUSSION**

Due to the specialized nature of this analysis, staff learned that other public agencies were utilizing the expertise of an external consultant/advisor to assist with the review of their respective deferred compensation plans. The Shuster Advisory Group, LLC ("Shuster") provides fiduciary and consulting services to almost 70 other Southern California governmental agencies, including the cities of Beverly Hills, Gardena, Riverside, Signal Hill, Oxnard, Lancaster, San Bernardino and agencies such as Conejo Recreation & Park District, Mountains Recreation & Conservation Authority, and Midway City Sanitation District. The cities and agencies utilized Shuster to evaluate their contract terms, plan fees, and investment options with their current providers. Shuster also conducted RFPs to alternative record keepers resulting in greatly reduced plan fees, enhancing their investment line-ups, and boosting participant services.

Staff met with Shuster to find out more about their process and the results Shuster obtained for other governmental agencies. One of Shuster's greatest strengths is in their fee negotiations. The results of Shuster's five most recent RFPs for their governmental clients resulted in an average reduction of 85% in record-keeping fees. Overall, including investment fees and Shuster's fees, the fees charged to participants decreased by an average of 50%, thereby enhancing participant balances.

Based on Shuster's performance and demonstrated experience in the Request for Information ("RFI") and RFP processes, the Authority wishes to engage Shuster to provide investment advisory and consulting services for the Authority's plan. Shuster will act as a fiduciary to the plan investments and will implement a due diligence process for the Authority to follow and ensure the Authority is meeting its fiduciary responsibilities. Shuster's services will include the following:

- Investment fiduciary;
- Fiduciary education and training;
- Investment policy statement development;
- Plan conversion support;
- Compliance assistance;
- Periodic investment monitoring;

- In-depth qualitative and quantitative fund analysis;
- Annual plan demographic review; and
- Participant education strategy and support (including on-site meetings).

Shuster conducted a complimentary review of the Authority's existing Plan, including an RFI to current provider MissionSquare. The RFI includes a review of all contract related data, including but not limited to: administrative fees associated with the Plan, investment options, asset values, fixed account interest rates, and any additional fees charged by the Plan. Utilizing the information obtained through the RFI, Shuster conducted an RFP from leading record-keepers, including MissionSquare, to determine whether the existing Plan was competitive and if fees assessed are reasonable. Based on the responses to the RFP, staff concluded that the best option was to remain with MissionSquare Retirement as the Plan's record keeper. MissionSquare offered the best combination of improved cost, guaranteed credited interest rate, and services. Approval of the new record-keeping agreement with MissionSquare will result in a 94% reduction in plan record-keeping costs and a 66% reduction in total plan costs, inclusive of the Shuster consultant fee. Additionally, the interest rate for Vantagepoint PLUS Fund, a fixed income fund, will increase over 0.70%. Lastly, the quality of investments available in the plan will be significantly improved with institutional class mutual fund options available for participants to invest.

At no cost to the Authority, the Authority is able to obtain the needed fiduciary, investment, and advocacy services the Plan and plan participants need. The fee for Shuster's services is paid by plan assets and there is no financial outlay from the Authority. Shuster's fee for services to be paid by plan assets is \$833.33 per month. Shuster's Agreement does not include a minimum contract period and the agreement may be terminated with a 60-day notice.

Once authorized, staff will begin the product conversion process with a targeted completion of January 2022. Shuster is providing conversion support services to the Authority, including the review and consultation on plan design and provisions. Shuster and MissionSquare will also provide participant communication and education, on-site when allowed, and via web meetings and employee one-on-ones about the improvements to the Plan.

### **FISCAL IMPACT**

There is no fiscal impact to the Authority. Plan participants (employees) will receive lower fees, institutional class fund options and improved services, providing them the best opportunity to enhance their retirement savings.

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Attachment 1



## **ADMINISTRATIVE SERVICES AGREEMENT**

for

**South Bay Regional Public Communications Authority**

Type: **457**

Account #: **302021**

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**MissionSquare**  
RETIREMENT

DRAFT - DO NOT SIGN

## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) \_\_\_\_\_, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **South Bay Regional Public Communications Authority** ("Employer"), a **Joint Powers Authority** organized and existing under the laws of the State of **California** with an office at **4440 West Broadway, Hawthorne, California 90250**.

### RECITALS

Employer acts as a public plan sponsor of a 457(b) deferred compensation retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in VantageTrust's principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds' Fact Sheets (together, "VT Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

## AGREEMENTS

### 1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

### 2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

### 3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

### 4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide

reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or

state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or

agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

#### 7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

#### 8. Compensation and Payment

- (a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by MissionSquare, and other costs associated with the Plans as directed by the Employer. The Employer shall work with MissionSquare to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this Agreement the participant fee shall be **0.054%**.
- (b) **Revenue Requirement.** MissionSquare shall receive total annual aggregate revenue of **0.054%** of Plan assets under MissionSquare's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by MissionSquare from amounts collected through the application of the asset-based fee described in section 8(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account described in section 8(c) below.
- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 8(a) above in excess of the Revenue Requirement specified in subsection 8(b) above, if any, shall be held in an Administrative Allowance Account (that is maintained as a Plan asset by MissionSquare). Employer understands that the Plan

administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer.

Employer directs MissionSquare to pay the Plan's consultant fee as follows:

<b>Fee Amount</b>	\$10,000 per year, invoiced monthly and spread prorate across participant accounts in plan 302021
<b>Payee</b>	Shuster Advisory Group, LLC
<b>Frequency</b>	Monthly, in arrears to be paid within 30 days after the end of the month

The payment will be made only from the above-referenced Plan's Administrative Allowance Account. Should the amount in the Plan's Administrative Allowance Account be insufficient to cover the fee due, MissionSquare will seek written instruction from the Plan or Plan Sponsor as to the amount to pay the consultant. For processing purposes, the consultant may submit an invoice to MissionSquare for payment of the fee; provided, however, that MissionSquare will pay the consultant only as set forth above. The consultant shall have no authority to calculate the fee amount, change the frequency of the payment, or change the payee.

Employer acknowledges and agrees that, for the purposes of these payments, MissionSquare is acting as the agent of the Plan. Employer also acknowledges that in following its direction MissionSquare is not exercising any discretion regarding whether the above fee payment is an appropriate or reasonable use of Plan funds. Accordingly, Employer agrees to hold MissionSquare harmless from adverse consequences that may result from making such payments.

- (d) **Revenue Received from Investment Options.** Neither MissionSquare nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. MissionSquare shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 8(a) above. In the event that any Plan investment options do generate revenue from plan investments, MissionSquare shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.

- (e) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- (f) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (g) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 8 are contingent upon the



Employer's use of MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 8 is also based on the assets of the Plan being invested in **R10** shares of Vantagepoint PLUS Fund and the Employer offering the Vantagepoint PLUS Fund as the sole stable value option.

The compensation and payment in this Section 8 will take effect in the calendar month following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement.

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

10. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **three (3) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such

Agreement year. Notwithstanding the forgoing, the Employer may terminate this Agreement at any time upon 60 days written notice to MissionSquare. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

**MissionSquare:** Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240

**Facsimile;** (202) 962-4601

**Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **California**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS  
AUTHORITY**

By \_\_\_\_\_  
Signature/Date

By \_\_\_\_\_  
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT  
ASSOCIATION RETIREMENT CORPORATION doing  
business as MISSIONSQUARE RETIREMENT**

By \_\_\_\_\_  
Erica McFarquhar  
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts\_ICMA-RC@icmarc.org

## **Exhibit A**

### **Administrative Services**

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

F-1

Attachment 2

AGREEMENT BETWEEN THE

**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY  
AND  
SHUSTER ADVISORY GROUP, LLC  
FOR CONSULTING SERVICES**

This Agreement ("Agreement") is entered into by and between SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ("Authority") and SHUSTER ADVISORY GROUP, LLC ("Consultant" and together with the Authority, the "Parties"), a California LLC. Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

- A. Authority is desirous of obtaining services necessary to perform fiduciary and non-fiduciary services for the Authority retirement plan as specified in APPENDIX B & C.
- B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.
- C. Authority has determined that the public interest, convenience and necessity require the execution of this Agreement.
- D. Authority has reviewed and agrees to statements 1-19 made in the attached APPENDIX A.

2. Services.

- A. The services to be performed by Consultant shall consist of the following ("Services") as specified in APPENDIX B & C.
- B. The Services shall be performed in accordance with the schedule set forth in APPENDIX B & C. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Authority to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If Authority determines that additional services are required to be provided by Consultant in addition to services set forth above, Authority shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by Authority in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the



amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by Authority in writing.

4. Agreement Administrator. For purposes of this Agreement, Authority designates Matthew Ross Klun, Executive Director, as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this Agreement. Authority reserves the right to change this designation upon written notice to Consultant.
5. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the services required of it by this Authority, in its sole discretion may extend the time for performance of any service.
6. Compensation. Compensation for the services shall be billed as set forth in attached APPENDIX D hereto. The Compensation is inclusive of all costs that maybe incurred by Consultant in performance of the services, including but not limited to such items as travel, copies, delivery charges, phone, charges and facsimile charges.
7. Term of Agreement/Termination.
  - A. This Agreement shall be effective as of the date of execution by the Authority and shall remain in effect until all Services are completed or until terminated as provided for herein.
  - B. Authority may terminate this Agreement without cause by providing written notice to Consultant not less than thirty (30) days prior to an effective termination date. Authority's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.
  - C. Consultant may terminate this Agreement at any time with written notice at least thirty (30) days before the effective termination date.
  - D. Upon receipt of a termination notice, Consultant: shall (1) promptly discontinue all services, unless the notice directs otherwise; and (2) within ten (10) days deliver to Authority all files data reports, estimates, summaries and such other information and materials as may have been accumulated or prepared to date by consultant and shall provide these documents by both hard copy and in electronic format if available. Authority understands that Consultant is required to retain copies of certain records and documents per regulatory requirements. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

8. Invoices and Payments.

- A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultants' name address, and telephone number referenced.
- B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.
- C. Payment by Authority under this Agreement shall not be deemed a waiver of defects, even if such defects were known to Authority at the time of payment.

9. Records/Audit.

- A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentations for a minimum of three (3) years from the completion date of the Services under this Agreement the following records:
  - 1. All accounts, receipts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;
  - 2. Records which establish that Consultant and any sub-consultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations.
  - 3. Any additional records deemed necessary by Authority to assume verification of full compliance with this Agreement.
- B. Authority shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Service under this Agreement.
- C. Upon reasonable notice from Authority or any other government agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, Authority and shall permit access to its books, and records and accounts as may be necessary to conduct such audits.

10. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heir, executors, administrators, successors, and assigns of the parties hereto.
11. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
12. Key Personnel. Authority has relied upon the professional training and ability of Consultant to perform the series hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement, desires the removal of any person or persona assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from Authority.
13. Use of Materials.
- A. Authority shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of Authority while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to Authority any property of Authority in its possession and any calculation, notes, report, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.
  - B. Authority may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which Authority deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revision, changes, or corrections made by Authority or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.
14. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold Authority harmless against all claims raised against Authority based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for Authority, or that Authority has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

15. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for Authority by Consultant and shall be the joint property of Authority and Consultant. Consultant shall provide Authority with copies of these items upon demand, and in any event, upon termination of this Agreement. Consultant will retain all items necessary to maintain compliance with all applicable Federal and State record retention requirements.

16. Legal Requirements.

- A. Consultant shall secure and maintain all licenses or permits required by law, including a Authority business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.
- B. Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.
- C. Consultant covenants that there shall be no discrimination based upon, race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

17. Conflict of Interest and Reporting.

- A. Consultants shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the Authority's Conflict of Interest reporting requirements. Consultant understands that it is forbidden to make any contribution to a candidate or committee of a candidate for an office of the Authority, or to an officeholder, until the completion of service to be performed under this Agreement.
- B. Consultant and its representatives shall refrain from lobbying Authority officials, employees and representatives for the duration of this Agreement.

18. Guarantee and Warranty. Consultant warrants to Authority that the material, analysis, data, programs and Services to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of Authority's other rights or remedies, Authority may require Consultant to re-perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

19. Insurance.

- A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained Authority approved insurance. Before beginning work hereunder, during the

entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to the Authority before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by Authority.
- C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:
  - 1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage. The limit for coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.
  - 2. Policy Requirements. The policies set forth above shall comply with the following, as evidence by the policies or endorsements to the policies:
    - a. The Authority, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.
    - b. The insurer shall agree to provide Authority with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
    - c. For any claims with respect to the Services covered by this Agreement, Consultant's Insurance coverage shall be primary insurance as respects the Authority, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the Authority, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
  - 3. Worker's Compensation and Employer's Liability Insurance – a policy which means all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to Authority.

4. Professional Errors & Omissions – a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return requested, is mailed to Authority.
- D. Additional Requirement. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against Authority for payment of premiums or other amounts with respect thereto. Authority shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with Authority incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
  - E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by Authority. Any deductible exceeding an amount acceptable to Authority shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to Authority, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.
  - F. Verification of Compliance. Consultant shall furnish Authority with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by Authority before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to Authority a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to Authority. Consultant shall provide full copies of any requested policies to Authority within three (3) days of any such request by Authority.
  - G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, Authority may immediately obtain such coverage at Consultant's expense and/or terminate the Agreement.

## 20. Indemnity.

- A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

- B. Consultant shall defend, indemnify, and hold harmless the Authority, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to a property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnification shall not apply if the claim arises out of the sole negligence or willful misconduct of Authority, its officers, agents, employees or volunteers.
- C. No official, employee, agent or volunteer of Authority shall be personally liable for any default or liability under the Agreement.

21. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of Authority.
22. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties, or on personal delivery, or on confirmed delivery by courier service during Contractor's and Authority's regular business hours. Name, address, telephone and facsimile numbers of the parties are as follows:

South Bay Regional Public Communications Authority  
4400 West Broadway  
Hawthorne, California 90250  
Attn: M. Ross Klun  
Telephone Number: 310-973-1802  
E-mail: [rklun@rcc911.org](mailto:rklun@rcc911.org)

Consultant: Shuster Advisory Group, LLC  
Attn: Mark Shuster  
Telephone Number: 626-578-0816  
Facsimile Number: 626-792-7567  
E-mail: [mshuster@sfgRPC.com](mailto:mshuster@sfgRPC.com)

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

23. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

24. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.
25. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.
26. Entire Agreement.
- A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.
  - B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.
27. Joint Drafting. Both parties have participated in the drafting of this Agreement.
28. Public Record. This Agreement is public record of the Authority.
29. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
30. Attorney's Fee. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.



IN WITNESS WHERE OF, the parties have hereunto affixed their names as of the day and year written below.

South Bay Regional Public Communications Authority

By \_\_\_\_\_  
Matthew Ross Klun  
Executive Director  
Date \_\_\_\_\_

Shuster Advisory Group, LLC

By \_\_\_\_\_  
Mark Shuster  
Managing Member  
Date \_\_\_\_\_

APPROVED AS TO FORM [other signatures if required]:

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## **APPENDIX A**

### **CONSULTING & FIDUCIARY ACKNOWLEDGEMENTS**

The Authority acknowledges the following:

1. The Authority as the responsible plan fiduciary for the 457(b) Deferred Compensation Plan has the authority to designate investment alternatives under the Plan and the related trust, and to enter into an Agreement with third parties to assist in these and related duties.
2. In performing the Fiduciary Services, Consultant is acting as a fiduciary of the Plan and as a registered investment advisor under the Investment Advisers Act of 1940.
3. In performing the Non-Fiduciary Services, Consultant is not acting as a fiduciary of the Plan.
4. In performing both Non-Fiduciary Services and Fiduciary Services, Consultant does not act as, nor has Consultant agreed to assume the duties of, a trustee or the Plan Administrator, and Consultant has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.
5. Consultant will perform the Fiduciary Services described in Appendix B to the Plans in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B) or comparable state law.
6. Consultant will perform the Non-Fiduciary Services described in Appendix C using reasonable business judgment and shall not be liable for any liabilities and claims arising thereunder, unless directly arising from Adviser's intentional misconduct or gross negligence.
7. Authority acknowledges that Consultant has no responsibility to provide any services related to the following types of assets: employer securities; real estate (except for real estate funds and publicly traded REITs); stock brokerage accounts or mutual fund windows; in-plan retirement income annuity products; participant loans; non-publicly traded partnership interests; other non-publicly traded securities (other than collective trusts and similar vehicles); or other hard-to-value securities or assets. Such assets (except for real estate funds, publicly traded REITs, and collective trusts and similar vehicles) shall be referred to collectively as "Excluded Assets." The Excluded Assets shall be disregarded in determining the Fees payable to Consultant pursuant to this Agreement, and the Fees shall be calculated only on the remaining assets (the "Included Assets").
8. Consultant does not provide legal or tax advice.
9. Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, Consultant does not and cannot guarantee financial results.
10. Consultant may, by reason of performing services for other clients, from time to time acquire confidential information. Authority acknowledges and agrees that Consultant is unable to divulge to the Authority or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

11. Consultant is entitled to rely upon all information provided to Consultant (whether financial or otherwise) from reputable third parties or by the Authority, Authority's representatives or third-party service providers to the Authority, the Plan or Consultant, without independent verification. Authority agrees to promptly notify Consultant in writing of any material change in the financial and other information provided to Consultant and to promptly provide any such additional information as may be reasonably requested by Consultant.
12. Consultant will not be responsible for voting (or recommending how to vote) proxies of any publicly traded securities (including mutual fund shares) held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plan or its trust remain with Authority (or, if applicable, the Plan participants).
13. Authority understands that Consultant: (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.
14. The person signing the Agreement on behalf of Authority has all necessary authority to do so.
15. The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of the Authority represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by Consultant.
16. The Plan and related Trust permit payment of fees out of Plan assets. Authority has determined that the fees charged by Consultant are reasonable and are the obligation of the Plan; however, if Authority desires, it may pay the fees directly, rather than with Plan assets.
17. Consultant agrees to take reasonable steps to protect Private Participant Information and Plan Investment Data in its possession;  
Consultant is not responsible for the assessment of systems and procedures of third parties for the protection of plan and participant data;  
Consultant is not responsible for the actions by or the failure to act by Authority, by other service providers, or by Plan participants to protect Data;  
Consultant shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of negligence, recklessness, or willful misconduct of an employee of Consultant.
18. Receipt of Disclosure and Consent to Electronic Delivery: Authority acknowledges receipt and undertakes to review and consider the disclosures made by Consultant (including in this Agreement, the Form ADV Part 2 and Consultant's Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.  
Further, Authority consents to electronic delivery (via email or other generally accepted method) of current and future distributions of Consultant's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to Consultant.

## **APPENDIX B – FIDUCIARY SERVICES**

Consultant will perform the following fiduciary services:

1. Development of an Investment Policy Statement (IPS). The IPS establishes the investment policies and objectives for the Plan(s) and shall set forth the asset classes and investment categories to be offered under the Plan(s), as well as the criteria and standards for selecting and monitoring the investments. The Authority shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.
2. Consistent with the Investment Policy Statement, Consultant will select the initial investment options within the Plan(s).
3. Consultant will periodically review the investments within the Plan(s) and shall be responsible for making additions/deletions thereto.
4. Consultant will provide periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS, and to make recommendations to maintain, or remove and replace investment options. Reports to include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index.
5. Meet with Authority on a periodic basis to discuss reports and recommendations.
6. Annually review the IPS with the Authority to ensure it continues to meet the Authority's needs.
7. Selection of a default investment for participants who fail to make an investment election.
8. Coordinate the deferred compensation committee meetings, record the meeting minutes and provide minutes to the attending members.

### **LIMITATIONS ON FIDUCIARY SERVICES**

Consultant shall not be responsible or liable for the recommendations of or services rendered by anyone other than Consultant. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of Authority, Plan Sponsor, Record Keeper(s), and/or Third Party Administrator(s).

## **APPENDIX C – NON-FIDUCIARY SERVICES**

Consultant will perform the following Non-Fiduciary services:

1. Provide Plan design consulting and Plan document review
2. Provide vendor management/issue resolution
3. Provide consulting assistance on fiduciary best practices
4. Assist in the transition of previous record-keeper(s) and/or Plan provider(s)
5. Provide custom communications when needed
6. Assist in communications with recordkeeper(s) and/or Plan provider(s)
7. Distribute Plan level newsletters
8. Provide RFP services and Plan fee negotiations
9. Incumbent vendor and fee review
10. Contract review support
11. Employee education
12. Provide assistance with mandatory and optional legislative changes

### **LIMITATIONS ON NON-FIDUCIARY SERVICES**

Consultant shall not be responsible or liable for the recommendations of or services rendered by anyone other than Consultant. Consultant and Authority/Plan Sponsor will work together to determine mutually agreed upon for services requiring both parties coordinate and/or attend. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of Authority, Plan Sponsor, Record Keeper(s), and/or Third Party Administrator(s).

## **APPENDIX D - FEE SCHEDULE**

1. All fees are billed in arrears (the “billing period”).
2. The initial fee will be the amount, prorated for the number of days included in the initial billing period from the effective payment start date.
3. All fees will be due and payable within 30 days and are payable to “Shuster Advisory Group, LLC”
4. The fee for services shall be as follows:

Beginning with the effective date of this Agreement the fee for service shall be \$833.33 per month. Fees will be paid by record-keeper upon receipt of invoice from Consultant. Alternatively, fees may also be paid by the record-keeper per the terms of a plan expense reimbursement account or similar account as authorized by Authority.

At Consultant’s discretion the billing period described above may be adjusted to quarterly.

5. If this Agreement is terminated prior to the end of a billing period, Consultant shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.

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## MINUTES

SEPTEMBER 21, 2021

### SPECIAL MEETING OF THE BOARD OF DIRECTORS AND REGULAR JOINT MEETING OF THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE

A. **CALL TO ORDER**

The Board of Directors convened in a special meeting and the Executive and User Committees convened in a regular joint meeting on September 21, 2021 at 2:01PM by teleconference.

B. **ROLL CALL**

Present: Mayor Pro Tem Hildy Stern, City of Manhattan Beach  
Mayor Pro Tem Rodney Tanaka, City of Gardena  
Councilmember Alex Monteiro, City of Hawthorne  
City Manager Clint Osorio, City of Gardena  
City Manager Bruce Moe, City of Manhattan Beach  
Chief Mike Ishii, Hawthorne Police Department  
Chief Mike Saffell, Gardena Police Department  
Chief Derrick Abell, Manhattan Beach Police Department

Absent: Manhattan Beach Fire Department  
Chief Kenneth Powell, Culver City Fire Department  
Interim Chief Jaime Bermudez, El Segundo Police Department

Also Present: Jennifer Petrusis, Richards Watson Gershon  
Ross Klun, Executive Director  
Shannon Kauffman, Operations Manager  
John Krok, Administrative Services Manager  
Vanessa Alfaro, Finance and Performance Audit Manager  
Laura Kalty, Liebert Cassidy Whitmore

C. **PUBLIC DISCUSSION**

None.

D. **BOARD OF DIRECTORS CONSENT CALENDAR**

Motion: Mayor Pro Tem Stern moved to approve Consent Calendar Item #1. The motion was seconded by Vice-Chair Tanaka and passed by unanimous voice vote.

1. Minutes from July 20, 2021

**APPROVE**

E. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

F. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Carryover for Fiscal Year 2020/21 Funds and Purchase Orders Totaling \$25,618.96

**APPROVE**

Motion: Vice-Chair Tanaka moved to approve the Carryover for Fiscal Year 2020/21 Funds and Purchase Orders Totaling \$25,618.96. The motion was seconded by Mayor Pro Tem Stern and passed by unanimous voice vote.

G. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

Motion: Vice-Chair Moe moved to approve Consent Calendar, Items #1-4. The motion was seconded by Chair Osorio and passed by unanimous voice vote.



1. Minutes from August 17, 2021  
**APPROVE**
2. Check Register – August 2021  
**RECEIVE AND FILE**
3. Budget Performance Report – FY 2020-21 Q4  
**APPROVE**
4. Agreement with Bartel Associates, LLC for Actuarial Consulting Services  
**APPROVE**

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

None.

I. **USER COMMITTEE GENERAL BUSINESS**

1. Minutes from July 20, 2021  
**APPROVE**

Motion: Chief Ishii moved to approve the minutes from July 20, 2021. The motion was seconded by Chief Abell and passed by voice vote.

2. Minutes from August 17, 2021  
**APPROVE**

Motion: Chief Ishii moved to approve the minutes from August 17, 2021. The motion was seconded by Chief Abell and passed by voice vote.

J. **EXECUTIVE DIRECTOR'S REPORT**

Mr. Klun reported that on September 10, 2021, Bill Romesburg presented a contract draft to Mark43 CAD. It was confirmed that the first year would carry no fee and would commence on the third year. Vice- Chair Moe inquired after internal process once the contract is final. The Executive Committee would approve after legal review.

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

None.

L. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered into closed session at 2:15PM to discuss the following item below:

1. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code Section 54957.6

Agency Designated Representative: Executive Director and Liebert, Cassidy, Whitmore

Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911

The Executive Committee returned from closed session at 2:54PM with no actions taken.

M. **ADJOURNMENT**

The meeting adjourned at 2:54PM.

G-2



# Staff Report

South Bay Regional Public Communications Authority

**MEETING DATE:** October 19, 2021

**ITEM:** G-2

**TO:** User Committee

**FROM:** M. Ross Klun, Executive Director

**SUBJECT:** AB 361 FINDINGS FOR SPECIAL BROWN ACT  
REQUIREMENTS FOR TELECONFERENCE MEETINGS

## **SUMMARY:**

Staff has placed this item on the agenda to give the User Committee an opportunity to make findings specific in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

## **RECOMMENDATION:**

Staff recommends that the User Committee make the following findings so that meetings of the User Committee will be subject to the AB 361 special Brown Act requirements for teleconference meetings: 1) the User Committee has reconsidered the circumstances of the COVID-19 state of emergency; and 2) state and local officials continue to recommend measures to promote social distancing.

## **BACKGROUND**

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. The special rules included provisions allowing local public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. Those special rules expired September 30, 2021.

On September 16, 2021, in anticipation of the then-imminent expiration of his special rules for teleconference meetings, the Governor signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative

body of a local public agency makes two findings pursuant to Government Code section 54953(e)(3). Like the special rules in the Governor's executive orders, the special Brown Act requirements in AB 361 include provisions allowing public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are public accessible, and without having to identify teleconference locations on the agenda. The AB 361 special Brown Act requirements are scheduled to be repealed on January 1, 2024.

In order for a local public agency to be subject to the AB 361 Brown Act requirements for teleconference meetings, a legislative body of a local public agency first must make a finding that it has "reconsidered" the circumstances of a declared state of emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body's members to meet in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the legislative body teleconferences for the first time under AB 361 and every 30 days thereafter.

The COVID-19 state of emergency declaration is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

#### **FISCAL IMPACT**

None.