

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

**January 1, 2022 THROUGH June 30, 2025**

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## PREAMBLE

THIS AGREEMENT is made and entered into by and between the South Bay Regional Public Communications Authority (Authority) and the Communications Workers of America (Union). Agreement is binding upon Authority only upon approval of the Executive Committee and shall apply from January 1, 2022 through June 30, 2025

## ARTICLE 1—CONCLUSIVENESS OF AGREEMENT

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

## ARTICLE 2—RECOGNITION OF UNION

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

## ARTICLE 3—MANAGEMENT RIGHTS

Section 3.1—Management Rights. The Authority retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to determine its mission; set standards of service; determine procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The determination of whether or not an emergency exists is solely within the discretion of the Authority and is expressly excluded from the grievance procedure. Both parties further agree that failure to exercise any prerogative or exercising one in a certain manner, shall not be deemed a waiver of the right to exercise the right or to exercise it in a new or different manner. This Section in no way sets aside the employee's right to use the grievance procedure as defined.

## ARTICLE 4—NO STRIKE, NO LOCKOUT

Section 4.1—Work Interruption. During the life of this Agreement, the Union will not cause, authorize, advise, or encourage any interruption of work or any other concerted action. The term "interruption of work" shall include any work stoppage or strike (including economic or unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycott activities by the Union, and refusal to work on and handle equipment, or produce any materials or services because of a labor dispute. Authority shall reprimand, suspend, demote, or terminate or otherwise discipline any employee who actively engages in such action against the Authority during the life of this Agreement. Any disciplinary action as a result of this Section by the Authority shall be the final and binding administrative action upon the Union and its members, and shall in no case be considered as a violation by the Authority of any provision of this Agreement.

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

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

## ARTICLE 5—PAYROLL DEDUCTIONS

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

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

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

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

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

ARTICLE 6—SAVINGS PROVISION

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

ARTICLE 7—MEAL PERIOD AND BREAK PERIOD

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

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

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

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

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

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

ARTICLE 8—HARASSMENT AND DISCRIMINATION

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

Section 8.2—No Harassment. The Authority expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to, or, rejection of such conduct. Any employee who believes that he or she is the victim of such harassment, whether sexual, racial, ethnic, or religious, is required to immediately report the conduct to a supervisor, the Operations Manager, Administrative Services Manager, or the Executive Director. Any employee

who engages in such conduct is subject to disciplinary action including immediate discharge.

## ARTICLE 9—ATTENDANCE AND LEAVES

Section 9.1—Bereavement Leave (Death in Immediate Family). In the event of death of a member of the employee's immediate family, bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave shall be compensated at the straight time rate.

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

In the event of death of an employee's uncle, aunt, niece, nephew, brother-in-law or sister-in-law, a one (1) day bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave shall be compensated at the straight time rate.

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

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

### Section 9.3—Holidays.

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

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

(b) Paid Floating Holidays. In addition to the fixed holidays listed above, all full-time employees will be paid for seven (7) floating holidays when taken any time during the calendar year. Floating holidays do not carry over from year to year, but must be used during the year in which earned. Employee must be on paid status for six (6) days in each pay period in order to earn a paid

floating holiday for that pay period. There shall be no limit as to the number of floating holidays taken at one time, as long as the ones taken have been earned. Accrual of floating holidays shall be handled as follows:

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

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

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

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

Effective February 19, 2022, the parties have agreed to eliminate floating holidays. After this date, employees will not be eligible to use or be paid for any floating holidays.

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

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



For employees scheduled to work a 5/40 (five, eight-hour workdays per work week) or a 4/10 (four ten-hour work days per work week), their workweek shall begin at 0000 hours on Friday and end the following Thursday at 2359 hours.

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

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

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

Section 9.6—Injury Leave. Each employee is authorized injury leave when the employee suffers an illness or injury while on duty, or arising in and out of the course of employment. In such cases, the employee is eligible to receive compensation as provided in the State Workers' Compensation Act. At no time may an employee use accumulated sick leave for an injury or illness which is compensable under the provisions of the Workers' Compensation Act of the State of California.

Section 9.7—Jury Duty Leave. A full-time employee of the Authority who is duly summoned for jury duty during the employee's regular work schedule, and who provides a copy of the jury duty summons to the Authority, shall be entitled, while so actually serving, to his/her regular compensation up to a maximum of fifteen (15) calendar days, provided he/she deposits with the Authority, all fees received for service. No overtime payment to the affected juror shall result from jury duty. Court-paid mileage fees may be retained by the employee. Employee shall return to Authority after employee is released from actual service. Employee may call or text in to speak to the Operations Manager or his/her designee, to request an exception, and the Operations Manager or his/her designee, shall reasonably exercise his/her discretion. If employee is not able to speak with Operations Manager or his/her designee to obtain approval for the exception, employee shall return to Authority. Employee released from actual service during scheduled working hours, who receives approval not to return to Authority shall use available holiday, vacation, or compensatory time off for the work hours remaining in the regularly scheduled shift. Authority will not compensate for jury service performed on employee's regularly scheduled days off.

Section 9.8—Unpaid Leave of Absence. An unpaid, non-medical leave of absence not to exceed ninety (90) calendar days may be requested by an employee. Decisions whether to grant such a leave will be made by the Executive Director in his/her discretion and based on the operational

needs of the Authority. The decision of the Executive Director is final and not otherwise grievable or appealable.

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

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

Request Procedures. Granting an unpaid 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 unpaid leave of absence at the same time. Only one (1) unpaid, non-medical leave of absence may be granted an employee in a calendar year. Except in case of emergency, a written and fully documented request for unpaid leave of absence should be received by the Executive Director at least thirty (30) calendar days prior to the effective date of the unpaid leave. In all cases, an employee must exhaust all appropriate accrued leave balances before requesting an unpaid leave of absence. Unpaid leaves of absence are not to be used to circumvent the vacation and holiday scheduling process. When an employee is unable to request an unpaid leave of absence, he/she may be administratively placed on leave of absence.

Upon receipt of a request for an unpaid leave of absence, the Executive Director will either approve or deny the request and notify the employee of this determination in writing. This notice will also include the start and end dates of the unpaid leave of absence and the date which the employee is expected to return to work.

Benefits. Sick leave, holidays, and vacation leave do not accrue during the unpaid leave of absence. Seniority, time in service, performance evaluation scheduling, and eligibility for merit increases will be extended by the length of any unpaid leave of absence pursuant to this Section. If a wage increase is granted to other employees during the unpaid leave of absence, the increase will not be implemented until the employee actually returns to work.

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

Extension of Leave. Employees may request extensions of their unpaid leave of absence, provided that the extension does not result in the leave exceeding the maximum time allowed for their years of service. Such request should be in writing and received by the Executive Director at least two (2) weeks in advance of the expiration of the unpaid leave of absence. Extension of the unpaid leave of absence must be approved by the Executive Director. The decision of the Executive Director is final and not otherwise grievable or appealable.

Cancellation of Leave. An employee may request, in writing, cancellation of an unpaid leave of absence at any time before or during the leave by submitting a written request explaining the reason for cancellation.

Violating Leave of Absence. The following constitutes violations of the spirit and intent of granting an unpaid leave of absence, and shall result in automatic separation or resignation by the employee or termination of the employee:

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

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

Section 9.10—Military Leave. Military leave shall be granted to full-time employees in accordance with the provisions of State of California law. All full-time employees entitled to military leave shall give the Executive Director an opportunity, within the limitations of military regulations, to determine when such leave shall be taken.

Section 9.11—Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three (3) months continuous service. Accrual of this leave begins on the first day of the first pay period after day of hire and at the rate of ten (10) hours per month. An eligible employee may accrue a maximum of five hundred (500) hours of paid sick leave.

- (a) **General Sick Leave Policy.** Sick leave is not a discretionary privilege, but is allowed only in case of family or employee illness or for routine doctor, visual care, and dental appointments with advanced supervisor's approval. All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with Authority's payroll records. For purposes of this Section, family is defined as a spouse, a child of any age or dependency status, a parent, a registered domestic partner, a grandparent, grandchildren, or a sibling.

No employee will accrue sick leave unless at least seventy-two (72) hours are in paid status during the payroll period. Approved paid sick leave, paid vacation leave, paid holidays, paid compensatory time, paid jury duty, paid bereavement leave, temporary military leave of absence, or absence due to work-related disability shall be considered time worked under this Section. When an employee has used all accumulated sick leave, further absence shall be charged to any and all accrued vacation leave and compensatory time. Employees receiving State disability payments will not be required to exhaust vacation leave and compensatory time while on disability.

- (b) **Conditions for Eligibility for Sick Leave Compensation.** To receive paid sick leave, the employee must meet the following conditions:
  - (1) The employee must notify his/her immediate supervisor at least two (2) hours prior to the beginning of work, and indicate the location and telephone number where he/she may be reached.
  - (2) When the employee is absent for three (3) or more consecutive working days, a doctor's certification of illness will be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for lesser absences to establish proof of illness. Submittal shall be made upon return to work.

- (3) Employees returning from an absence due to illness or disability may be required to be examined by the Authority's physician at Authority expense.
  - (4) At no time will sick leave be authorized for injuries compensable under Workers' Compensation Insurance.
  - (5) The Authority reserves the right to periodically check validity of employee's or family member's illness through telephone when the Authority has reasonable suspicion that the employee is feigning his/her or a family member's illness. If deemed ineligible by a physician for sick leave compensation, an employee absent under such conditions may be subject to disciplinary action.
- (c) The employee, the Union, and the Authority recognize that the use of sick leave is a privilege granted to the employee and should be viewed by the employee as insurance, and is not to be considered a means of compensation or extra vacation.
- (d) The employee, the Union, and the Authority recognize the necessity for timeliness in reporting for duty assignments.

Section 9.12—Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of twelve (12) months continuous service. Accrual of this leave begins on the first day of the first pay period after twelve (12) months continuous service is completed. A one-time award of forty-eight (48) hours Vacation Leave shall be made upon satisfactory completion of probation. Employees promoted within the organization shall retain their current vacation leave schedule and do not receive a one-time award of forty-eight (48) hours upon completion of probation. Upon employment termination, vacation leave is computed up to, and including the last day worked. Vacation leave shall be earned in accordance with the following schedule:

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

The vacation year shall be the calendar year. All accumulation maximums shown above. Cannot be exceeded and accumulation stops until accrual is below maximum. If requirements of the service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the calendar year, a maximum of forty hours (40) in addition to the accrual maximums may be carried over for use not later than February 1 of the following calendar year.

No employee will accrue vacation leave unless at least seventy-two (72) hours are in paid status during the payroll period. Approved paid sick leave, paid vacation leave, paid holidays, paid compensatory time, paid jury duty, paid bereavement leave, temporary military leave of absence, or absence due to work-related disability, shall be considered time worked under this Section.

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

ARTICLE 10—SPECIAL AND OTHER PAYS

Section 10.1—Acting Pay. Employees assigned to a higher position in an acting status during the absence of an incumbent or to fill a vacancy until the vacancy can be filled by appointment, shall receive seven and one-half percent (7.5%) per hour above their current base salary. Eligibility for compensation shall begin only when the Executive Director certifies the ability of the employee to fill the higher position.

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

Employees desiring to sell back unused sick leave shall be allowed to sell back hours above a forty (40) hour bank and provided they have only utilized eighty-four (84) hours of sick leave accrual during the preceding twelve (12) month period.

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

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

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

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

Section 10.5—Court Pay. Payment shall be made to any Authority full-time employee who, when in an off-duty status, is required by a subpoena of an Officer of the Court, or competent authority, to appear in court and provide testimony in matters on behalf of the Authority or its member agencies, that relate to performance of duties as an Authority employee, at the prescribed overtime or compensatory time rate for all hours such employee must remain at the Court. Employees who receive Court time pay shall surrender to the Authority any witness fees they receive as a result of the subpoena. Employees shall retain Court-paid mileage fees.

## Section 10.6—Education.

- (a) The Authority agrees to an educational (college or university courses) reimbursement of \$4,000 per year for books and tuition towards an Associates or Bachelor's Degree, upon successful completion with a grade level of "C" or better and if job related and pre-approved by the Executive Director. Courses must be from an accredited college. The total lifetime reimbursement during employment at the Authority is not to exceed \$12,000. Course transcripts and receipts must be provided. The definition of "job related" shall be determined by the Executive Director, whose decision shall be final. Course transcripts including course name, grade, and dates of course and receipts must be submitted no later than thirty (30) days of course completion. Reimbursement shall be awarded in the fiscal year in which the course was completed.
- (b) Educational Incentive: Prior to April 1, 2018, employees receiving an educational bonus will be capped at the dollar amount equivalent to their current educational bonus rate. Current employees who complete their Bachelor's Degree by June 30, 2019 shall receive \$550 a month. After April 1, 2018, employees will receive the following educational bonus pays:

Public Safety designation such as a Registered Public Leader (RPL) through APCO shall receive shall receive an educational bonus of \$200 a month.

Associate's degree shall receive an educational bonus of \$350 a month.

Bachelors or master's and above degree shall receive an educational bonus of \$450 a month.

Such educational bonus shall not be compounded.

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

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

Section 10.8—Termination Pay. Upon termination, the employee will be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 9.12 for completed service) and holiday compensatory time earned but not taken, if in accordance with the limitations established in Section 9.3. Accrued sick leave is not compensable on termination. Limited payment for accrued compensatory time is authorized in Section 9.2.

Section 10.9—Travel Allowance. Subject to the audit and approval of the Executive Director or his designee, employees of the Authority shall (except where a specific allowance for automobile use is made) be entitled to receive expense reimbursements for furnishing to said Authority their own personal automobiles in the performance of the duties necessary to their respective offices or

employment, at the Internal Revenue Service's (IRS) prevailing rate (i.e. an employee may only seek reimbursement for any miles driven in excess of their regular commute). All mileage expense reimbursement requests under this Section must be rendered within thirty (30) days of incurring such expenses, and must indicate the specific purpose for which the automobile was used. The Executive Director may establish certain limits of liability on automobile insurance that must be maintained by employees and employees may be required to provide proof of insurance coverage to the Authority in order to be eligible for reimbursement.

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

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

Section 10.11—Public Safety Memberships. Once a year, upon request the Authority reimburse for the cost of one of the following Public Safety memberships not to exceed a combined total of \$150: APCO, NENA, CPRA, POST, CCUG.

Section 10.12—Computer Loan Program. Once every three (3) years, the Authority will loan up to \$2,000 interest-free for the purpose of purchasing a computer for personal use. The loan may be used toward a laptop, desktop, keyboard, and/or mouse, and must be paid via payroll deduction and must not exceed twenty (20) months. Upon separation from the Authority, any loan balance will be deducted from the employee's final paycheck.

Section 10.13—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 Supervisor. 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 \$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 10.14—Deferred Compensation. Effective February 19, 2022, the Authority will contribute up to \$125 matching funds per month toward each employee’s deferred compensation contribution.

Section 10.15—One-Time Payment. Effective the first full pay period following approval and adoption of the MOU dated January 1, 2022 through June 30, 2025, each full-time Communications Supervisor shall receive a \$1,000 one-time payment. To be eligible, employees must be employed by the Authority on the day the MOU is approved.

## ARTICLE 11—FRINGE BENEFITS

Section 11.1—Insurance Benefits Program. Each full-time employee is eligible to participate in the Authority’s selected group insurance benefits program on the following bases:

Section 11.2—Contribution Amount. The Authority shall, under a Section 125 Cafeteria, Flexible or Optional Benefit Plan, contribute \$1,300 per month towards each employee’s medical and dental insurance premiums. This amount includes the Authority’s contribution towards health insurance plan premium for each employee, which is the mandatory employer contribution required under California Government Code Section 22892(b) of the Public Employees’ Medical and Hospital Care Act (PEMHCA). Effective March 1, 2022, the Authority shall increase the contribution amount to \$1,400 for employees enrolled in an employee +1 medical plan, and to \$1,500 for employees enrolled in a family medical plan.

Section 11.3—IRS Section 125 Cafeteria Plan. Should the Authority’s contribution exceed the actual cost of the medical and dental insurance premiums, or should employee voluntarily elect not to participate pursuant to Section 11.7, below, employee shall not receive any cash back.

Section 11.4—Medical-Dental Plans. Full-time employees and their dependents shall be eligible for coverage in the medical and dental plans under the terms and conditions of the contract executed between the Authority and the insurance providers selected by the Authority.

Section 11.5—Medical-Dental Insurance Coverage - When Employee is on Family Medical Leave (FMLA). When the employee’s FMLA leave has been approved by Authority, Authority shall continue to provide its share of the medical/dental insurance premium up to twelve (12) work weeks in accordance with the FMLA guidelines.

Section 11.6—Medical-Dental Insurance Coverage When Employee is on Unpaid Status. The Authority shall pay for thirty (30) days from the date the employee is on leave without pay. If employee is out longer than thirty (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 11.7—Medical Plan Waiver. Should employee voluntarily elect not to participate in the Authority’s medical insurance, the employee must provide proof of medical insurance coverage under a spouse’s or another medical insurance plan.

Section 11.8—Retirees’ Medical. The Authority shall continue to contribute the minimum amount for medical insurance premiums as required under Section 22892(b) of the PEMHCA for employees who retire from the Authority. In addition, each employee who retires from the



Authority shall receive the following, from date of retirement until age 65:

- (a) Minimum fifteen (15) years of service with Authority      \$300 per month
- (b) Minimum twenty (20) years of service with Authority      \$500 per month
- (c) Employees who retire from the Authority before July 1, 2014, shall receive up to \$750 per month for employee-only medical premiums, as long as the Authority remains in PEMHCA.

The amount received will be based on the employee's medical premiums. Any excess amount will not be provided to the employee. If the Authority elects not to remain in PEMHCA, employees who retire from the Authority before July 1, 2014, shall receive the retiree medical benefits specified in Section 11.8(a) or (b), above herein, depending upon their years of service.

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

Section 11.9—Life Insurance Plan. All full-time employees shall receive a life insurance policy covering the employee in the amount of \$100,000. Authority shall pay one hundred (100%) of the premium. Retired employees shall be allowed to continue this benefit at the employee's expense at the Authority's rate.

Section 11.10—Vision Plan. All full-time employees and their dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between Authority and the insuring agency. Authority shall pay one hundred percent (100%) of the premium.

Section 11.11—Retirement. Authority has a contract with the California Public Employees' Retirement System (CalPERS) for coverage under the basic plan for non-safety employees without modifications. All full-time employees who work more than half time (more than an average of eighty-seven (87) hours per month or more than a total of five hundred twenty-two [522] hours in a six [6] month period) or who have qualified for retirement coverage under CalPERS by virtue of previous employment with Authority or elsewhere, are required to participate in this system. For employees hired prior to October 25, 2011, the Authority shall provide a CalPERS contract of two percent (2%) at fifty-five (55) based on the employee's single highest year.

- (a) Effective July 1, 2014, Group A employees (with a hire date prior to October 25, 2011), will contribute one quarter of the employees' contribution PERS rate or one and three quarters percent (1.75%) of their salary, including all special pays and on July 1, 2015 will contribute an additional one quarter of the employee's contribution PERS rate or one and three quarters percent (1.75%) of their salary, including all special pays for a total of three and one half percent (3.50%).

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

For all "new members" the retirement benefit formula is two percent (2%) at sixty-two (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. These employees will contribute fifty percent (50%) of normal cost as determined by CalPERS.

Section 11.12—Time of Payments. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed thirty (30) days after the expiration of paid leave entitlements.

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

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

Section 11.15—Flexible Spending Account (FSA). The Authority will provide the additional benefit of a flexible spending account. During the current 2022-2025 Agreement, the Authority will make an annual \$500 contribution to each employee's FSA.

## ARTICLE 12—DEMOTION

Section 12.1—Pay. When a promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to the position in a lower pay grade, the rate of pay after demotion shall be the same as the rate of pay the employee received immediately before the promotion, plus any cost-of-living increase awarded all employees during the interim. Should this action require assigning the demoted employee to a pay step higher than the highest step on the appropriate pay scale, the employee shall be Y-rated after assignment.

Section 12.2—Seniority. When a probationary promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the seniority date of the employee after demotion shall be the same as it was before promotion.

Demotion of a permanent employee shall require issuance of a new seniority date equal to the date of the demotion.

## ARTICLE 13—GRIEVANCE PROCEDURE

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

Section 13.2—Definition. A grievance is any dispute concerning the interpretation or application of a written Memorandum of Understanding, or of Authority rules and regulations governing personnel practices or working conditions, and that contains all of the following information listed in the “Statement of Grievance,” below. An impasse in meeting and conferring up the terms of a proposed Memorandum of Understanding is not a grievance.

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

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

Section 13.5—Statement of Grievance. A concern is not a grievance unless the affected employee is able to state each of the following: the date of the alleged violation; the specific provision(s) of this Agreement or Authority Rules & Regulations that were allegedly violated; a description of facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved. A Statement of Grievance must be signed by the employee filing the grievance to certify that it is filled in good faith.

Section 13.6—Informal Grievance Procedure. An employee who wishes to grieve should first discuss the matter with his/her immediate supervisor within five (5) working days of the incident. If not satisfied with the decision reached by this discussion, the employee shall then have the right to file a formal grievance in writing, within ten (10) working days after receiving the informal decision of the immediate supervisor.

Section 13.7—Formal Grievance Procedure.

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

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

level of supervision.

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

(b) Executive Director Review (Step 2):

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

(c) Executive Committee Review (Step 3):

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

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

#### ARTICLE 14—DISCIPLINARY PROCEDURE

Resolution 283 shall be modified as set forth below:

- (a) Appeals chart shall provide for appeal the Executive Committee for all suspensions of Communications Supervisors.
- (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 13 of the CWA MOU."

#### ARTICLE 15—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.

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

#### ARTICLE 16—EVALUATION CRITERIA

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

Section 16.1—Attendance. No more than eighty (80) hours sick leave (in an evaluation year) shall be deemed satisfactory; more than 80 hours sick leave shall be deemed unsatisfactory.

Section 16.2—Leave of Absence.

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

The above-mentioned Article and Sections shall be calculated on an evaluation year basis.

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

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

## APPENDIX A

### COMPENSATION AS OF FEBRUARY 19, 2022

- 3.50% increase of the base rate effective February 19, 2022.
- 2.35% increase of the base rate effective the first full pay period in January 2023.
- 2.00% increase of the base rate effective the first full pay period in January 2024.
- 1.00% increase of the base rate effective the first full pay period in January 2025.

#### BASE RATE

	<u>CY 2022</u>		<u>CY 2023</u>		<u>CY 2024</u>		<u>CY 2025</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Step A	\$7,086.61	\$40.88	\$7,253.15	\$41.85	\$7,398.21	\$42.68	\$7,472.19	\$43.11
Step B	\$7,430.83	\$42.87	\$7,605.46	\$43.88	\$7,757.57	\$44.76	\$7,835.14	\$45.20
Step C	\$7,792.24	\$44.96	\$7,975.35	\$46.01	\$8,134.86	\$46.93	\$8,216.21	\$47.40
Step D	\$8,171.71	\$47.14	\$8,363.74	\$48.25	\$8,531.02	\$49.22	\$8,616.33	\$49.71
Step E	\$8,570.17	\$49.44	\$8,771.57	\$50.61	\$8,947.00	\$51.62	\$9,036.47	\$52.13
Step F*	\$8,988.54	\$51.86	\$9,199.77	\$53.08	\$9,383.77	\$54.14	\$9,477.60	\$54.68
Step G*	\$9,427.85	\$54.39	\$9,649.40	\$55.67	\$9,842.39	\$56.78	\$9,940.81	\$57.35

\*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”. The award of Step “F” shall only be made upon and after a recommendation by the Operations Manager and subsequent approval of said recommendation by the Executive Director.

The award of compensation at Step “F” will only be maintained as long as the employee maintains an average or above average level of competency as documented by the annual performance evaluation.

\*\*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 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.

The award of compensation at Step “G” will only be maintained as long as the employee maintains an average or above average level of competency as documented by the annual performance evaluation.

**APPENDIX S**

**SIGNATURE PAGE**

*In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed this 22<sup>nd</sup> day of March 2022.*

On behalf of the South Bay Regional  
Public Communications Authority

On behalf of the Communications  
Workers of America



\_\_\_\_\_  
Ross Klun  
Executive Director



\_\_\_\_\_  
Steve Maldonado  
Vice President  
CWA Local 9400



\_\_\_\_\_  
John Krok  
Administrative Services Manager



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



\_\_\_\_\_  
Jannette Veramendi  
Bargaining Committee Member