

AGENDA
REGULAR JOINT MEETING OF THE EXECUTIVE COMMITTEE AND THE USER
COMMITTEE TUESDAY, JUNE 21, 2022, 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/87115877514?pwd=WE0vNkl0Q1JDZ1NoZ2NTbHlHb09adz09>

Meeting ID: [871 1587 7514](#)

Access Code: [393077](#)

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 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 May 17, 2022
APPROVE
2. Minutes from May 31, 2022
APPROVE
3. Minutes from June 7, 2022
APPROVE
4. Check Register – May 2022
RECEIVE AND FILE
5. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings
MAKE FINDINGS PURSUANT TO AB 361

6. Schedule of Fees and Charges for Fiscal Year 2022/23 as Described in Exhibit A of the Draft Resolution
CONSIDER WHETHER TO RECOMMEND THAT THE BOARD OF DIRECTORS ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2022/23
7. Preapproval of Travel Expenses in an Amount Not to Exceed \$650.00 for the Executive Director to Attend the Annual Association of Public-Safety Communications Officials (APCO) 2022 Conference
APPROVE
8. Authorize the Executive Director to Bind and Approve FY 2022/23 Insurance Policies Proposed by Alliant Insurance Services, Inc. for Insurance Necessary to Protect the Authority and its Member Agencies; and Approve Purchase Orders Associated With 2022/23 Insurance Policies Proposed by Alliant Insurance Services, Inc. in an Amount Not-To-Exceed \$365,000
AUTHORIZE EXECUTIVE DIRECTOR TO BIND AND APPROVE INSURANCE POLICIES AND APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDERS
- E. **ITEMS REMOVED FROM THE CONSENT CALENDAR**
- F. **EXECUTIVE COMMITTEE GENERAL BUSINESS**
 1. Approve FY 2022/23 Blanket Purchase Orders for Supplies and Services in a Total Amount Not-To-Exceed \$ 1,425,477
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDERS
 2. Memorandum of Understanding with The California Teamsters Public, Professional and Medical Employees Union Local 911
APPROVE AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE AUTHORITY
 3. Executive Director's Update on the Status of the Mark43 Project
RECEIVE AND FILE
- G. **USER COMMITTEE CONSENT CALENDAR**
 1. Minutes from April 19, 2022
APPROVE
 2. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings
MAKE FINDINGS PURSUANT TO AB 361
- H. **ITEMS REMOVED FROM THE CONSENT CALENDAR**
- I. **EXECUTIVE DIRECTOR'S REPORT**
- J. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**
- K. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**
 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code section 54957(b)(1)
Title: Executive Director

K. ADJOURNMENT

Posting Date/Time: June 15, 2022/4:00PM

Signature:



Ross Klun, Executive Director

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

MAY 17, 2022

A. CALL TO ORDER

The Executive and User Committees convened in a regular joint meeting on May 17, 2022 at 2:02PM by teleconference.

B. ROLL CALL

Present: City Manager Clint Osorio, City of Gardena
City Manager Bruce Moe, City of Manhattan Beach
City Manager Vontray Norris, City of Hawthorne
Chief Mike Lang, Manhattan Beach Fire Department
Chief Mike Saffell, Gardena Police Department

Absent: Chief Derrick Abell, Manhattan Beach Police Department
Chief Mike Ishii, Hawthorne Police Department

Also Present: Shannon Kauffman, Operations Manager
John Krok, Administrative Services Manager
Jennifer Petrusis, Richards Gershon Watson
Vanessa Alfaro, Finance & Performance Audit Manager
Ross Klun, Executive Director

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE CONSENT CALENDAR

Motion: City Manager Moe moved to approve Consent Calendar, Items #1-4. The motion was seconded by City Manager Norris and passed by voice vote.

1. Minutes from April 19, 2022
APPROVE
2. Check Register – April 2022
RECEIVE AND FILE
3. Cash & Investments Report/March 31, 2022
RECEIVE AND FILE
4. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings
MAKE FINDINGS PURSUANT TO AB 361

E. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

F. EXECUTIVE COMMITTEE GENERAL BUSINESS

Executive Director's Update on the Status of the Mark43 Project.

Moe – When did Redondo Beach started with Mark43?

G. USER COMMITTEE CONSENT CALENDAR

The User Committee did not have quorum.

1. Minutes from April 19, 2022
APPROVE

2. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings
MAKE FINDINGS PURSUANT TO AB 361

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

None.

I. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

None.

J. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered into closed session at 2:11PM to discuss the following items, #3 - #4 only:

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code section 54957.6(a)

Agency Designated Representative: Executive Director and Liebert, Cassidy, Whitmore
Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911
2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code section 54957.6(a)

Agency Designated Representative: Liebert, Cassidy, Whitmore
Employee Organization: Management & Confidential Employees
3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code section 54957(b)(1)
Title: Executive Director
4. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code section 54957.6(a)

Agency Designated Representative: General Counsel Jennifer Petrusis
Unrepresented Employee: Executive Director

The Executive Committee returned from closed session at 3:00PM with no actions taken.

K. **ADJOURNMENT**

The meeting adjourned at 3:01PM.

D-2

MINUTES
SPECIAL MEETING OF THE EXECUTIVE COMMITTEE

MAY 31, 2022

A. **CALL TO ORDER**

The Executive Committee convened in a special meeting on May 31, 2022 at 3:02PM by teleconference.

B. **ROLL CALL**

Present: City Manager Clint Osorio, City of Gardena
City Manager Bruce Moe, City of Manhattan Beach
City Manager Vontray Norris, City of Hawthorne

Also Present: Jennifer Petrusis, Richards Watson Gershon,
Laura Kalty, Liebert Cassidy Whitmore
Ross Klun, Executive Director

C. **PUBLIC DISCUSSION**

None.

D. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered into closed session agenda to discuss the following item:

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 with no actions taken.

E. **ADJOURNMENT**

The meeting adjourned at 3:31PM.

D-3

MINUTES
SPECIAL MEETING OF THE EXECUTIVE COMMITTEE

JUNE 7, 2022

A. **CALL TO ORDER**

The Executive Committee convened in a special meeting on June 7, 2022 at 1:01PM by teleconference.

B. **ROLL CALL**

Present: City Manager Clint Osorio, City of Gardena
City Manager Bruce Moe, City of Manhattan Beach
City Manager Vontray Norris, City of Hawthorne

Also Present: Jennifer Petrusis, Richards Gershon Watson
Ross Klun, Executive Director

C. **PUBLIC DISCUSSION**

None.

D. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered into closed session at 1:04PM to discuss the following item:

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

The Executive Committee returned from closed session at 1:56PM with no actions taken.

E. **ADJOURNMENT**

The meeting adjourned at 1:57PM.

D-4



Check Register FY 2021-22

May 2022

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
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May 6, 2022	\$169,940.43	
May 13, 2022	\$95,774.48	
May 20, 2022	\$103,606.98	
May 27, 2022	<u>\$46,776.30</u>	

Accounts Payable Total	\$416,098.19	
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<u>Payroll Checks Issued Date</u>	
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May 6, 2022	\$155,374.04
May 20, 2022	<u>\$157,574.10</u>

Payroll Total	\$312,948.14
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Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
20430	5/3/2022	00696	GUARDIAN	533654-05	4/21/2022	GUARDIAN - DENTAL,VISION,	7,924.51	7,924.51
20431	5/10/2022	00058	CALPERS	1000000167767	4/14/2022	HEALTH PREMIUMS - MAY 20	60,811.82	60,811.82
20432	5/6/2022	00219	INTERNAL REVENUE SERVICE	Ben34119	5/6/2022	FEDERAL WITHHOLDING TAX	34,188.00	34,188.00
20433	5/6/2022	00223	EMPLOYMENT DEVEL DEPT	Ben34123	5/6/2022	STATE DISABILITY INSURANC	13,503.47	13,503.47
20434	5/6/2022	00222	STATE DISBURSEMENT UNIT	Ben34129	5/6/2022	SUPPORT: PAYMENT	184.62	184.62
20435	5/6/2022	00058	CALPERS	Ben34121	5/6/2022	PERS RETIREMENT: PAYMEN	34,955.28	34,955.28
20436	5/6/2022	00221	MISSIONSQUARE RETIREMENT	Ben34125	5/6/2022	DEFERRED COMPENSATION	16,267.65	16,267.65
56428	5/6/2022	00217	CALIFORNIA TEAMSTERS UN	Ben34115	5/6/2022	UNION DUES TEAMSTERS: P	1,639.50	1,639.50
56429	5/6/2022	00218	CWA LOCAL 9400	Ben34117	5/6/2022	UNION DUES CWA: PAYMENT	269.42	269.42
56430	5/6/2022	00996	WAGEWORKS INC., HEALTHCARE	Ben34127	5/6/2022	HEALTH CARE FSA: PAYMEN	196.16	196.16
Sub total for UNION BANK:							169,940.43	

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1914	5/13/2022	00012	CALIFORNIA WATER SERVICE	5550731926	4/29/2022	FIRE PROTECTION SERVICE	101.00	101.00
1915	5/13/2022	00070	GAS COMPANY, THE	059 194 8982 2	5/6/2022	GAS SERVICE HQ/ 4/6/22-5/4/	1,186.63	1,186.63
1916	5/13/2022	00069	SOUTHERN CALIFORNIA EDI	700610392752	5/5/2022	ELECT SERV GRANDVIEW/ 4/	157.87	157.87
1917	5/13/2022	00031	EMPLOYMENT DEVELOPMENL	1307641616	5/2/2022	UNEMPLOYMENT INS / JAN-A	4,949.00	4,949.00
56431	5/13/2022	00482	A-A BACKFLOW TESTING & M	78420	4/27/2022	FIRE SYSTEM REPAIRS - RES	748.00	748.00
56432	5/13/2022	00297	AT&T, ATT CALNET	000018181122	5/3/2022	PHONE SERVICE 4/03/22-5/02	351.87	351.87
56433	5/13/2022	00064	AT&T, ATT PAYMENT CENTER	960 461-1623 55	5/1/2022	PHONE SERVICE 5/01/2022-5	1,324.91	1,324.91
56434	5/13/2022	00014	CDW GOVERNMENT, INC.	W595159	4/28/2022	CDW-G BILLABLE PARTS	197.35	197.35
56435	5/13/2022	00879	CROWN CASTLE	1100296	5/1/2022	REDUNDANT INTERNET SER	1,100.00	1,100.00
56436	5/13/2022	00785	EXPERIAN	CD2301002821	4/29/2022	CREDIT CHCEK	32.48	32.48
56437	5/13/2022	00008	FEDERAL SIGNAL CORP	8018294	4/27/2022	FEDERAL SIGNAL CORP BILL	860.44	
				8012282	4/20/2022	FEDERAL SIGNAL CORP BILL	725.00	
				8010225	4/18/2022	FEDERAL SIGNAL CORP BILL	405.84	
				8018228	4/27/2022	FEDERAL SIGNAL CORP BILL	396.83	2,388.11
56438	5/13/2022	00027	HAVIS INC.	SIN168930	4/14/2022	HAVIS INC BILLABLE PARTS	7,597.60	
				SIN168895	4/14/2022	HAVIS INC BILLABLE PARTS	2,208.64	
				SIN168896	4/14/2022	HAVIS INC BILLABLE PARTS	2,198.64	
				SIN168899	4/14/2022	HAVIS INC BILLABLE PARTS	2,198.64	
				SIN168898	4/14/2022	HAVIS INC BILLABLE PARTS	2,119.48	
				SIN168897	4/14/2022	HAVIS INC BILLABLE PARTS	1,871.04	18,194.04
56439	5/13/2022	00880	JUAN CHAVEZ LANDSCAPING	INV0834	5/2/2022	HQ MAINTENANCE - LANDSC	450.00	450.00
56440	5/13/2022	00799	LA UNIFORMS & TAILORING	12229	4/8/2022	UNIFORM SETS FOR COMMII	21.99	21.99
56441	5/13/2022	00760	LAWLES ENTERPRISES, INC.	11449	5/2/2022	BACKGROUND INVESTIGATI	2,300.00	
				11450	5/2/2022	BACKGROUND INVESTIGATI	35.00	2,335.00
56442	5/13/2022	00442	LAWSON PRODUCTS, INC.	9309534390	5/4/2022	LAWSON PRODUCTS BILLAB	24.86	24.86
56443	5/13/2022	00671	MARC R. COHEN, MD	FY21-22-10	5/1/2022	MEDICAL DIRECTOR SERVIC	2,541.67	2,541.67
56444	5/13/2022	00331	MITSUBISHI ELECTRIC INC	423398	5/1/2022	HQ MAINTENANCE - ELEVAT	761.27	761.27
56445	5/13/2022	00047	MOTOROLA SOLUTIONS, INC.	8281330213	2/19/2022	MOTOROLA SOLUTIONS INC	3,367.44	
				8281360219	4/13/2022	MOTOROLA SOLUTIONS INC	2,912.33	6,279.77
56446	5/13/2022	00577	NEW LOOK AUTO DETAIL	2638	5/3/2022	VEHICLE MAINTENANCE & D	105.00	105.00
56447	5/13/2022	01005	ORKIN PEST CONTROL	226564180	4/22/2022	HQ MAINTENANCE	81.00	
				226564261	4/27/2022	HQ MAINTENANCE	59.00	140.00
56448	5/13/2022	01022	RACE COMMUNICATIONS	RC676912	5/1/2022	COMMUNICATION CONTRAC	1,198.50	1,198.50
56449	5/13/2022	00145	SETINA MFG CO INC	244013	4/29/2022	SETINA MANUFACTURING C	6,422.27	6,422.27

Bank : union UNION BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
56450	5/13/2022	00824	SMART JANITORIAL, COMPLE	20313	5/1/2022	HQ MAINTENANCE - CLEANIN	3,585.00	3,585.00
56451	5/13/2022	00390	SOUTH COAST AQMD	3988372	4/19/2022	FY21-22 AQMD FEE	143.88	143.88
56452	5/13/2022	00815	SUN WIRELESS	22041	5/5/2022	MAINTENANCE & INSPECTIO	6,510.00	6,510.00
56453	5/13/2022	00046	UNITED PARCEL SERVICE	0000005337W11	5/7/2022	POSTAGE AND SHIPPING	15.11	
				0000005337W11	4/30/2022	POSTAGE AND SHIPPING	15.03	30.14
56454	5/13/2022	00171	VERIZON WIRELESS	9904847472	4/23/2022	DAC CHARGES HPD/ 4/24/22-	2,277.28	
				9904912206	4/23/2022	GPD DAC CHARGES/ 4/24/22-	1,579.62	
				9904830984	4/23/2022	MODEM SVC. MBPD/ 4/24/22	783.24	
				9904461570	4/18/2022	CELL PH. CHGS: 4/19/22-5/18,	370.90	
				9904830985	4/23/2022	MODEM SVC. MBPD/ 4/24/22-	78.02	5,089.06
56455	5/13/2022	00150	WATTCO	59379-02	5/2/2022	WATTCO BILLABLE PARTS	5,547.15	
				59395	4/13/2022	WATTCO BILLABLE PARTS	462.74	
				59518	4/27/2022	WATTCO BILLABLE PARTS	252.98	6,262.87
56456	5/13/2022	01028	WESTIN AUTOMATIVE PRODL	1996404	3/25/2022	VEHICLE OUTFITTING PARTS	8,779.08	
				1996155	3/24/2022	VEHICLE OUTFITTING PARTS	7,955.70	16,734.78
56457	5/13/2022	00063	WHELEN ENGINEERING CO.,	111114	5/4/2022	WHELEN ENGINEERING CO E	399.55	
				099999	4/14/2022	WHELEN ENGINEERING CO E	281.80	
				100287	4/14/2022	WHELEN ENGINEERING CO E	214.33	
				100852	4/15/2022	WHELEN ENGINEERING CO E	207.71	1,103.39
56458	5/13/2022	00067	XCEL MECHANICAL SYSTEMS	744	3/31/2022	HQ MAINTENANCE	4,703.77	
				876	5/5/2022	HQ MAINTENANCE	600.00	5,303.77
Sub total for UNION BANK:								95,774.48

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
20437	5/20/2022	00219	INTERNAL REVENUE SERVICEBen34196	5/20/2022	FEDERAL WITHHOLDING TAX	33,504.69	33,504.69
20438	5/20/2022	00223	EMPLOYMENT DEVEL DEPT Ben34200	5/20/2022	STATE DISABILITY INSURANC	13,363.45	13,363.45
20439	5/20/2022	00222	STATE DISBURSEMENT UNIT Ben34206	5/20/2022	SUPPORT: PAYMENT	184.62	184.62
20440	5/20/2022	00058	CALPERS Ben34198	5/20/2022	PERS RETIREMENT: PAYMEN	35,244.92	35,244.92
20441	5/20/2022	00221	MISSIONSQUARE RETIREMEIBen34202	5/20/2022	DEFERRED COMPENSATION	16,283.28	16,283.28
56459	5/20/2022	00002	AFLAC Ben34190	5/20/2022	AFLAC INSURANCE: PAYMEN	2,920.94	2,920.94
56460	5/20/2022	00217	CALIFORNIA TEAMSTERS UN Ben34192	5/20/2022	UNION DUES TEAMSTERS: P	1,639.50	1,639.50
56461	5/20/2022	00218	CWA LOCAL 9400 Ben34194	5/20/2022	UNION DUES CWA: PAYMENT	269.42	269.42
56462	5/20/2022	00996	WAGEWORKS INC., HEALTHEBen34204	5/20/2022	HEALTH CARE FSA: PAYMEN	196.16	196.16
Sub total for UNION BANK:							103,606.98

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1918	5/24/2022	00073	STATE BOARD OF EQUALIZATION	012-6555960	5/24/2022	SALES & USE TAX 2022 Q2 PI	1,797.00	1,797.00
1919	5/25/2022	00651	FRONTIER	209-188-0077-04	5/1/2022	PHONE SERVICE 4/1/22 - 4/30/22	362.76	362.76
1920	5/27/2022	00012	CALIFORNIA WATER SERVICE	4675328235	4/17/2022	WATER SERV HQ/ 4/19/22 -5/1/22	188.74	188.74
1921	5/27/2022	00069	SOUTHERN CALIFORNIA EDISON	700383926852	5/19/2022	ELEC SERV PUNTA/ 4/20/22 - 5/10/22	893.75	
				700440732476	5/16/2022	ELEC SERV /4/4/22 - 5/10/22	10,465.54	11,359.29
1922	5/25/2022	00621	FIRST BANKCARD					
		01031	MANHATTAN BEACH TOYOTA	504335	4/20/2022	PARTS - BILLING	287.50	
		00610	DIRECTV	065190124X220	4/5/2022	CABLE SERVICE	231.99	
		00467	LOWES BUSINESS	8402092	4/19/2022	GENERAL TECH SUPPLIES	170.73	
		00311	APCO, AFC INC.	040522	4/5/2022	APCO 2022 CONFERENCE	145.00	
		00981	SAM'S CLUB	9847983343	4/26/2022	OTHER EQUIPMENT	132.28	
		00311	APCO, AFC INC.	885773	4/5/2022	APCO 2022 CONFERENCE DI	125.00	
		00466	AMAZON MARKETPLACE	111-1715793-65	4/27/2022	OFFICE SUPPLIES	122.26	
		00466	AMAZON MARKETPLACE	113-7705138-79	4/14/2022	OFFICE SUPPLIES	121.26	
		00466	AMAZON MARKETPLACE	111-9367199-89	4/26/2022	OFFICE SUPPLIES	110.20	
		00087	LIEBERT CASSIDY & WHITMOR	2939	4/6/2022	LCW WEBINAR	100.00	
		00600	CHEVRON G&M #186	E/9663214	4/20/2022	FUEL - EXPLORER	96.31	
		00466	AMAZON MARKETPLACE	112-2795022-50	4/8/2022	PARTS - BILLING	93.35	
		00761	BOX	INV09952168	4/26/2022	SOFTWARE SERVICES	90.00	
		00466	AMAZON MARKETPLACE	112-6250354-92	4/21/2022	OFFICE SUPPLIES	76.88	
		00466	AMAZON MARKETPLACE	112-2773191-43	4/21/2022	OFFICE SUPPLIES	71.65	
		00933	EBAY	18-08452-83001	4/1/2022	PARTS - BILLING	56.66	
		00795	MEDIA TEMPLE	324775-45	4/23/2022	MONTHLY WEBSITE HOSTING	55.00	
		01023	DUNKIN' DONUTS	040822-1	4/8/2022	EMPLOYEE SERVICES - TEA	50.18	
		01023	DUNKIN' DONUTS	040822-2	4/8/2022	EMPLOYEE SERVICES - TEA	50.18	
		01023	DUNKIN' DONUTS	041122-1	4/11/2022	EMPLOYEE SERVICES - TEA	50.18	
		01023	DUNKIN' DONUTS	041122-2	4/11/2022	EMPLOYEE SERVICES - TEA	50.18	
		00466	AMAZON MARKETPLACE	112-1166423-53	4/21/2022	PARTS - BILLING	49.59	
		00466	AMAZON MARKETPLACE	111-9116612-77	4/28/2022	OFFICE SUPPLIES	33.06	
		00466	AMAZON MARKETPLACE	114-4429337-55	4/26/2022	OFFICE SUPPLIES	29.76	
		00466	AMAZON MARKETPLACE	111-8044684-02	4/7/2022	OFFICE SUPPLIES	26.69	
		00466	AMAZON MARKETPLACE	112-5257029-40	4/24/2022	PARTS - BILLING	19.82	
		00466	AMAZON MARKETPLACE	111-6462240-36	4/7/2022	RECRUITMENT	19.74	
		00826	LA TIMES	042322	4/25/2022	LA TIMES MONTHLY SUBSCR	15.96	

Bank : union UNION BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
		00466	AMAZON MARKETPLACE	112-7374723-25	4/4/2022	REFUND FOR RETURNED JA	-12.16	
		00466	AMAZON MARKETPLACE	114-8967616-82	4/4/2022	REFUND FOR RETURNED JA	-25.11	
		00466	AMAZON MARKETPLACE	114-5506658-91	4/4/2022	REFUND FOR RETURNED JA	-32.93	
		00466	AMAZON MARKETPLACE	111-2596344-00	4/12/2022	REFUND FOR RETURNED JA	-36.90	
		00466	AMAZON MARKETPLACE	114-7517829-19	4/13/2022	REFUND FOR RETURNED JA	-48.17	
		00951	YOUR MEMBERSHIP	R56743796	4/21/2022	RECRUITMENT - NENA CARE	549.00	
		00228	COSTCO MEMBERSHIP	042222	4/22/2022	JANITORIAL SUPPLIES	532.71	
		01019	SERVER SUPPLY INC	3916123	4/28/2022	OFFICE EQUIPMENT	486.20	
		00951	YOUR MEMBERSHIP	R56744473	4/21/2022	RECRUITMENT - APCO INTEF	449.00	
		01015	SOCAL NEWS GROUP	18877706	4/20/2022	RECRUITMENT	399.00	
		00228	COSTCO MEMBERSHIP	040422	4/4/2022	JANITORIAL SUPPLIES	303.19	
		00311	APCO, AFC INC.	040522	4/5/2022	APCO 2022 CONFERENCE - 2	290.00	5,335.24
56463	5/27/2022	00297	AT&T, ATT CALNET	000018196026	5/13/2022	PHONE SERV 4/13/22-5/12/22	2,786.70	
				000018200162	5/13/2022	PHONE SERV 4/13/22-5/12/22	227.43	
				000018203226	5/13/2022	PHONE SERV 4/13/22-5/12/22	204.66	3,218.79
56464	5/27/2022	00101	CORDOVA, TONY	052722	5/27/2022	RETIREE MED PREM/JUNE 20	601.00	601.00
56465	5/27/2022	00103	DIVINITY, TANJI	052722	5/27/2022	RETIREE MED PREM/JUNE 20	570.78	570.78
56466	5/27/2022	00008	FEDERAL SIGNAL CORP	8022618	5/3/2022	FEDERAL SIGNAL CORP BILL	2,560.00	2,560.00
56467	5/27/2022	00258	FIRE COM	INV334776	5/3/2022	FIRE HEADSET REPAIR	1,648.13	1,648.13
56468	5/27/2022	00651	FRONTIER	7002Z664-S-221	5/5/2022	PHONE SERV 5/05/22-6/04/22	118.55	
				7002Z665-S-221	5/5/2022	PHONE SERV 5/05/22-6/04/22	80.94	199.49
56469	5/27/2022	00027	HAVIS INC.	SIN171020	5/4/2022	HAVIS INC BILLABLE PARTS	320.05	
				SIN170872	5/3/2022	HAVIS INC BILLABLE PARTS	263.93	583.98
56470	5/27/2022	00442	LAWSON PRODUCTS, INC.	9309513004	4/27/2022	LAWSON PRODUCTS BILLAB	489.01	
				9309521441	4/29/2022	LAWSON PRODUCTS BILLAB	44.95	
				9309523480	4/29/2022	LAWSON PRODUCTS BILLAB	39.25	573.21
56471	5/27/2022	00116	MEADORS, LATANYA	052722	5/27/2022	RETIREE MED PREM/JUNE 20	527.48	527.48
56472	5/27/2022	00819	OCCUPATIONAL HEALTH CEN	75385380	5/13/2022	PRE-EMPLOYMENT MEDICAL	380.00	380.00
56473	5/27/2022	00121	PINELA, ELIZABETH	052722	5/27/2022	RETIREE MED PREM/JUNE 20	570.78	570.78
56474	5/27/2022	00141	POWERPHONE INC	74139	9/30/2022	EMERGENCY MEDICAL DISP	3,196.00	3,196.00
56475	5/27/2022	00818	RICHARDS,WATSON & GERSI	237109	5/20/2022	GENERAL COUNSEL & LEGAL	4,668.30	4,668.30
56476	5/27/2022	00060	RIVERA, JOSE	052722	5/27/2022	RETIREE MED PREM/JUNE 20	557.02	557.02
56477	5/27/2022	00144	SAXE-CLIFFORD PHD, SUSAN	22-0512-2	5/12/2022	PRE-EMPLOYMENT PSYCHO	400.00	400.00
56478	5/27/2022	00803	SPARKLETTS	18193479	05132 5/13/2022	HQ MAINTENANCE - WATER I	43.00	43.00
56479	5/27/2022	00460	SPECTRUM BUSINESS	1133787060420	5/4/2022	SPECTRUM BUSINESS INTEF	1,900.00	1,900.00

Bank : union UNION BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
56480	5/27/2022	00034	STEVENS, GARY	052722	5/27/2022	RETIREE MED PREM/JUNE 20	601.00
56481	5/27/2022	00063	WHELEN ENGINEERING CO.,	107083	4/27/2022	WHELEN ENGINEERING CO F	714.42
			110993	5/4/2022	WHELEN ENGINEERING CO F	436.59	
			113302	5/9/2022	WHELEN ENGINEERING CO F	357.21	
			111253	5/4/2022	WHELEN ENGINEERING CO F	285.77	
			112613	5/6/2022	WHELEN ENGINEERING CO F	285.77	
			112618	5/6/2022	WHELEN ENGINEERING CO F	285.77	
			112620	5/6/2022	WHELEN ENGINEERING CO F	285.77	
			113670	5/9/2022	WHELEN ENGINEERING CO F	285.77	
			107860	4/28/2022	WHELEN ENGINEERING CO F	238.14	
			110997	5/4/2022	WHELEN ENGINEERING CO F	149.94	
			111039	5/4/2022	WHELEN ENGINEERING CO F	149.94	
			107085	4/27/2022	WHELEN ENGINEERING CO F	119.07	
			113411	5/9/2022	WHELEN ENGINEERING CO F	119.07	
			110150	5/3/2022	WHELEN ENGINEERING CO F	63.50	
			110011	5/3/2022	WHELEN ENGINEERING CO F	21.17	
			110125	5/3/2022	WHELEN ENGINEERING CO F	21.17	3,819.07
56482	5/27/2022	00735	XEROX FINANCIAL SERVICES	3250747	5/10/2022	OFFICE EQUIPMENT LEASE	1,115.24
Sub total for UNION BANK:							46,776.30

D-5



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 21, 2022

ITEM: D-5

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.

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.

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FISCAL IMPACT

None.

D-6



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 21, 2022

ITEM NUMBER: D-6

TO: Executive Committee

FROM: Ross Klun, Executive Director
John Krok, Administrative Services Manager
Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2022/23

ATTACHMENTS: 1. Resolution

RECOMMENDATION

Staff recommends the Executive Committee recommend the Board of Directors adopt the resolution establishing an updated schedule of fees and charges for Fiscal Year 2022/23.

BACKGROUND

Article XIII C of the Constitution of the State of California mandates that fees for services not exceed the "costs reasonably borne" by the governmental entity in the delivery of such services.

The Authority utilizes the Matrix Consulting Group's ("Matrix") Comprehensive Cost of Service and Allocation Study to determine the cost recovery levels for these fee-based services.

DISCUSSION

On an annual basis, the Authority performs hundreds of vehicle equipment installation, maintenance, and repair service work orders. The vast majority of these services are provided to the Authority's member and contract cities. The Authority is reimbursed by the agency requesting the service for the direct costs of supplies and equipment associated with completing the work. Per the Cost Allocation Policy effective in FY2021, fees for the labor associated with this work is charged as Workload Support charges for member and contract cities and billed on a quarterly basis.

Occasionally, the Authority performs these services for outside agencies such as the Redondo Beach Police Department, the El Camino College Police Department, and the Federal Department of Homeland Security. These engagements are authorized only when staff can accommodate this additional work without negatively impacting the service

needs of the Authority's member and contract cities. In such cases, these outside agencies are charged the costs of supplies and equipment associated with completing the work plus applicable labor costs.

Technical Services Division labor costs have been established as \$164.17 per hour for FY2022/23. This is an increase of \$0.17 per hour over last year's \$164.00 per hour rate.

In order to ensure the Authority fully recovers its costs for providing services to outside agencies, staff recommends the establishment of the following fees and charges:

- Patrol Vehicle Buildout Fee - \$13,133.60
 - Assumes a flat amount of 80 hours of labor per vehicle.
 - Uses the fully burdened rate of \$164.17 per hour.
 - Recovers Authority costs related to providing this service.
 - Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Unmarked Law Enforcement Vehicle Buildout Fee - \$6,566.80
 - Assumes a flat amount of 40 hours of labor per vehicle.
 - Uses the fully burdened rate of \$164.17 per hour.
 - Recovers Authority costs related to providing this service.
 - Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Specialty Vehicle Buildout Fee - \$164.17 per hour
 - Quotes will be provided prior to work commencing and will be determined by vehicle type and the scope of work.
 - Uses the fully burdened rate of \$164.17 per hour.
 - Recovers Authority costs related to providing this service.
 - Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Maintenance and Repair Fee - \$164.17 per hour
 - Quotes will be provided prior to work commencing and will be determined by vehicle type and the scope of work.
 - Uses the fully burdened rate of \$164.17 per hour.
 - Recovers Authority costs related to providing this service.
 - Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Parts Administrative Charge – 9% of Actual Cost
 - Applied to all parts, supplies, and equipment purchased to complete vehicle equipment installation, maintenance, and repair service work orders.

- Recovers Authority costs related the administrative aspects of procuring and maintaining parts, supplies, and equipment.
- Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.

FISCAL IMPACT

Any upfitting of vehicles for outside agencies during FY2022/23 will generate revenue in excess of the \$565,791 in costs attributed to Workload Support and contribute to a budget surplus for the fiscal year.

D-6

Attachment 1

RESOLUTION NO. ____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY
REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A
SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2022/23**

The Board of Directors of the South Bay Regional Public Communications Authority does resolve as follows:

1. The recovery of costs incurred by the Authority for providing services to outside agencies is necessary for the efficient management of the Authority's operations.
2. Resolution No. 343, passed and adopted June 15, 2021, and all amendments thereof are hereby repealed.
3. The Board of Directors hereby establishes, effective July 1, 2022, fees and charges as set forth in Exhibit "A."
4. The secretary shall certify to the adoption of this Resolution by the Board of Directors of the South Bay Regional Public Communications Authority.

Passed, approved, and adopted in a meeting held on the 19th day of July 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____, Councilmember
Chairman, Board of Directors

M. Ross Klun, Executive Director
Secretary, Board of Directors

EXHIBIT A

Maintenance and Repair Fee:	\$164.17 per hour
Parts Administrative Charge:	9% of Actual Cost
Patrol Vehicle Buildout Fee:	\$13,133.60
Specialty Vehicle Buildout Fee:	\$164.17 per hour
Unmarked Law Enforcement Vehicle Buildout Fee:	\$6,566.80

D-7



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 21, 2022

ITEM NUMBER: D-7

TO: Executive Committee

FROM: M. Ross Klun, Executive Director

SUBJECT: PREAPPROVAL OF TRAVEL EXPENSES IN AN AMOUNT NOT TO EXCEED \$650.00 FOR THE EXECUTIVE DIRECTOR TO ATTEND THE ANNUAL ASSOCIATION OF PUBLIC-SAFETY COMMUNICATIONS OFFICIALS (APCO) 2022 CONFERENCE

ATTACHMENT: None

RECOMMENDATION

Staff recommends that the Executive Committee preapprove travel expenses in an amount not to exceed \$650.00 for the Executive Director to attend the APCO 2022 Conference

DISCUSSION

APCO is the premier organization representing public safety communications professionals world-wide. This year the APCO Annual Conference & Expo is being held in Anaheim, CA from August 7 through August 10. Resolution 250, on travel and attendance at conferences and meetings, requires the Executive Director obtain preapproval from the Executive Committee for all travel expenses. The Executive Director plans to attend the conference for two days and incur expenses for conference registration, and lodging.

FISCAL IMPACT

Funds for this expense are available in the adopted Fiscal Year 2021-2022 budget.

D-8



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 21, 2022

ITEM NUMBER: D-8

TO: Executive Committee

FROM: M. Ross Klun, Executive Director

SUBJECT: AUTHORIZE THE EXECUTIVE DIRECTOR TO BIND AND APPROVE FISCAL YEAR 2022/2023 INSURANCE POLICIES PROPOSED BY ALLIANT INSURANCE SERVICES, INC. FOR INSURANCE NECESSARY TO PROTECT THE AUTHORITY AND ITS MEMBER AGENCIES; AND

APPROVE CORRESPONDING PURCHASE ORDERS IN AN AMOUNT NOT TO EXCEED \$365,000

ATTACH ATTACHMENTS: 1. Executive Summary of Insurance Proposal
2. Liability Program Comparison

RECOMMENDATION

Staff recommends the Executive Committee authorize the Executive Director to bind and to approve Fiscal Year 2022-2023 insurance policies as proposed by Alliant Insurance Services, Inc. for insurance necessary to protect the Authority and its member agencies and approve corresponding purchase orders in an amount not to exceed \$365,000.

BACKGROUND

The Authority's By-laws provide the Executive Committee with the powers and duties to purchase, and maintain in force, public liability insurance for the Authority and its officers, agents and employees. The By-laws also require the Authority to obtain and to maintain workers' compensation insurance, liability insurance, and other such insurance as deemed necessary by the Executive Committee to fully protect the Authority and each of the member agencies.

DISCUSSION

The Authority has received proposals for insurance renewals from Alliant Insurance Services, Inc. ("Alliant"). A summary of these proposals is as follows:

Line of Coverage	Current Coverage	FY 2022-2023 Proposed	
	Premium	Premium	Δ%
Cyber Liability	\$7,632	\$15,300	100%
Property	\$17,433	\$21,286	22%
Excess Liability	\$81,208	\$88,411	9%
General / Professional Liability	\$47,215	\$49,481	5%
Public Officials & Employment Practices Liability	\$26,772	\$30,890	16%
Earthquake Coverage	\$27,878	\$30,459	9%
Government Crime Coverage	\$1,654	\$1,737	5%
Workers' Compensation	\$91,763	\$96,351	5%
Auto Physical Damage	\$253	\$459	81%
Deadly Weapons Coverage	\$4,600	\$5,090	11%
Commercial Auto Coverage	\$11,981	\$11,923	0%
Garage Keepers Coverage	\$1,412	\$1,553	10%
Totals	\$322,964	\$352,940	10%

The total cost of the Fiscal Year 2022-2023 insurance program is proposed at \$352,940. At the time that this report was written, most of the coverage was either bound for renewal or quoted. Alliant has restructured the Authority's Excess Liability coverage to keep premium increases under 10% while maintaining the same coverage. Highlights of the costliest increases due to the challenging current insurance market include:

Cyber Liability	↑ \$7,668	+100%
Excess Liability	↑ \$7,203	+9%
Workers' Comp	↑ \$4,588	+5%
Property Coverage	↑ \$3,853	+22%

Staff recommends that the Executive Committee authorize the Executive Director to bind and to approve Fiscal Year 2022-2023 insurance policies with Alliant in an amount not to exceed \$365,000. The actual premiums are estimated to total \$352,940.

FISCAL IMPACT

Funds for the premiums for the proposed insurance policies are available in the adopted Fiscal Year 2022-2023 budget (Accounts #5207 Workers' Compensation Insurance and #5513 General Liability Insurance).

D-8

Attachment 1



South Bay Regional Public Communications Authority Program Comparison

Coverage	Expiring Program 2021 - 2022				Proposed Program 2022 - 2023				Variance		NOTES
	Carrier	Policy Limit	Deductible/SIR	Premium	Carrier	Policy Limit	Deductible/SIR	Premium			
GL/PL	Indian Harbor Insurance Company (AXA XL Group)	\$3,000,000 Limit Claims Made Retro - Full Prior Acts Def. of PL includes Premises Liability/General Liability	\$15,000	\$ 47,215.19	Indian Harbor Insurance Company (AXA XL Group)	\$3,000,000 Limit Claims Made Retro - Full Prior Acts Def. of PL includes Premises Liability/General Liability	\$15,000	\$ 49,480.50	\$ 2,265.31	5%	Quoted - Proposal to follow
Auto	Scottsdale	\$1,000,000 CSL Symbol 1 \$5,000 Medpay \$60,000 UIM	N/A	\$ 11,981.13	Scottsdale	\$1,000,000 CSL Symbol 1 \$5,000 Medpay \$60,000 UIM	N/A	\$ 11,923.31	\$ (57.82)	0%	Quoted - Proposal to follow
Auto Physical Damage	AGCS Marine	\$26,789 TIV	\$1,000 Comp \$1,000 Collision	\$ 253.00	AGCS Marine	\$47,167	\$1,000 Comp \$1,000 Collision	\$ 459.00	\$ 206.00	81%	Renewal Bound
GarageKeepers	Colony	\$450,000 Comp \$450,000 Coll	\$1,000/5,000 Comp \$1,000 Coll	\$ 1,412.00	Colony	\$450,000 Comp \$450,000 Coll	\$1,000/5,000 Comp \$1,000 Coll	\$ 1,553.00	\$ 141.00	10%	Pending - Original Budget Estimate for reference
Excess Liability	Allied World Assurance Company	\$7,000,000 Limit/Aggregate	N/A	\$ 81,208.00	Kinsale Insurance	\$5,000,000 Limit/Aggregate over D&O/EPLI \$7,000,000 Limit/Aggregate over GL/PL	N/A	\$ 88,411.00	\$ 7,203.00	9%	Quoted - Proposal to follow (See attached layering)



South Bay Regional Public Communications Authority Program Comparison

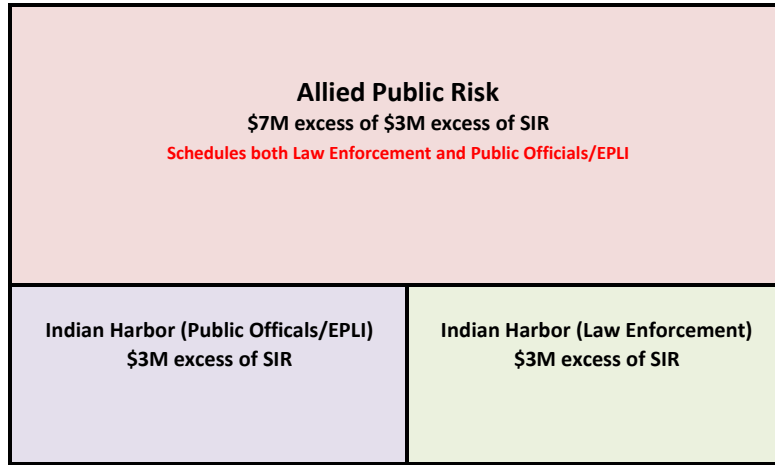
Coverage	Expiring Program 2021 - 2022				Proposed Program 2022 - 2023				Variance		NOTES
	Carrier	Policy Limit	Deductible/SIR	Premium	Carrier	Policy Limit	Deductible/SIR	Premium			
D&O/EPLI	Indian Harbor Insurance Company (AXA XL Group)	\$3,000,000 Limit/Agg - Shared D&O/EPLI Claims Made Retro 7/1/14	\$35,000	\$ 26,722.13	Indian Harbor Insurance Company (AXA XL Group)	\$5,000,000 Limit/Agg - Shared D&O/EPLI Claims Made Retro 7/1/14	\$35,000	\$ 30,890.34	\$ 4,168.21	16%	Quoted - Proposal to follow (See attached layering plan with increased limits)
Workers' Compensation	Berkshire Hathaway Insurance Company	WC: Statutory EL: \$1,000,000	N/A	\$ 91,763.00	Berkshire Hathaway Insurance Company	WC: Statutory EL: \$1,000,000	N/A	\$ 96,351.00	\$ 4,588.00	5.00%	Pending - Original Budget Estimate for reference
Property	SPIP	\$25,000,000	\$5,000	\$ 17,433.33	SPIP	\$25,000,000	\$5,000	\$ 21,286.07	\$ 3,852.74	22%	Quoted - Proposal to follow
Crime	ACIP	\$1,000,000	\$2,500	\$ 1,654.00	ACIP	\$1,000,000	\$2,500	\$ 1,737.00	\$ 83.00	5%	Renewal Bound
Deadly Weapons Protection	ADWRP	\$500,000 Limit/Aggregate	\$10,000	\$ 4,599.79	ADWRP	\$500,000 Limit/Aggregate	\$10,000	\$ 5,090.23	\$ 490.44	11%	Renewal Bound
Cyber Liability	Lloyds of London	\$25,000,000 Limit/Aggregate	\$5,000	\$ 7,632.00	Lloyds of London	\$25,000,000 Limit/Aggregate	\$5,000	\$ 15,300.00	\$ 7,668.00	100%	Pending - V4 Estimate PRISM (high end estimate noted for comparison)
Earthquake	ARCH	\$5,000,000 Limit/Aggregate	5%/\$25,000 Minimum	\$ 27,877.50	ARCH	\$5,000,000 Limit/Aggregate	5%/\$25,000 Minimum	\$ 30,458.75	\$ 2,581.25	9%	Quoted - Proposal to follow
TOTAL	Total	\$		319,751.07	Total	\$		352,940.20		10%	

D-8

Attachment 2

South Bay Regional Public Communications Authority
Program Structure 2021 vs 2022

A.
EXPIRING BOUND
2021



\$10M

\$5M

Coverage:
Limits:
SIR:

Excess Public Officials & Employment Practices Liab	Excess Public Officials & Employment Practices Liab	Excess Law Enforcement Liability	Excess Law Enforcement Liability
\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
\$35,000	\$35,000	\$15,000	\$15,000

Program Premium:

(includes CA SLT if applicable)

(4) Fourth Layer

(3) Third Layer

(2) Second Layer

(1) First Layer

Coverage Trigger:

Inception Date:

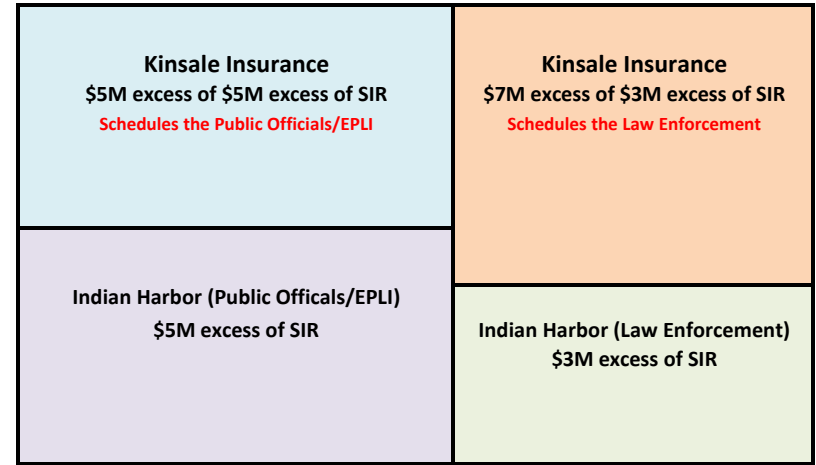
\$155,145

Allied Public Risk	\$7M xs \$3M	\$81,208	No CA SLT & fees apply
Indian Harbor (POL/EPLI)	\$3M Primary	\$26,722	CA SLT & Fees included
Indian Harbor (LEL)	\$3M Primary	\$47,215	CA SLT & Fees included

Claims-Made

7/1/2021

B.
RENEWAL PROGRAM
2022



Excess Public Officials & Employment Practices Liab	Excess Public Officials & Employment Practices Liab	Excess Law Enforcement Liability	Excess Law Enforcement Liability
\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
\$35,000	\$35,000	\$15,000	\$15,000

\$168,781

Kinsale (POL/EPLI)	\$5M xs \$5M	\$20,496	CA SLT & Fees included
Kinsale (LEL)	\$7M xs \$3M	\$67,915	CA SLT & Fees included
Indian Harbor (POL/EPLI)	\$5M Primary	\$30,890	CA SLT & Fees included
Indian Harbor (LEL)	\$3M Primary	\$49,480	CA SLT & Fees included

Claims-Made

7/1/2022

F-1



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 21, 2022

ITEM NUMBER: F-1

TO: Executive Committee

FROM: John Krok, Administrative Services Manager

SUBJECT: APPROVE FISCAL YEAR 2022/23 BLANKET PURCHASE ORDERS FOR SUPPLIES AND SERVICES IN A TOTAL AMOUNT NOT-TO-EXCEED \$1,425,477

ATTACHMENT: None

RECOMMENDATION

Staff recommends the Executive Committee approve Fiscal Year 2022/23 blanket purchase orders for supplies and services in a total amount not to exceed \$1,425,477.

DISCUSSION

Staff plans to issue blanket purchase orders (BPOs) to vendors that provide goods and services to the Authority throughout the fiscal year on an as-needed basis. The cumulative costs associated with each proposed vendor exceed \$15,000 and therefore require approval of the Executive Committee, per Resolution 316 adopted on August 21, 2018.

This report is a request for the Executive Committee to review the requests and to authorize corresponding BPOs as described.

A summary of these requested purchases is below:

Request #	Vendor	Account	Account Name	Not to Exceed
1	CDW-G	10-70-311-5514	Parts – Billing (Reimbursed)	\$100,000
2	City of Hawthorne (ITS)	10-50-111-5302 10-70-311-5302	Comp Contract Services/CAD	\$200,000
3	Commline Inc.	10-70-311-5514	Parts – Billing (Reimbursed)	\$65,000
4	Commline Inc.	10-70-311-5521	Outside Tech Service-Towers/Equip	\$325,000
5	Federal Signal Corp.	10-70-311-5514	Parts – Billing (Reimbursed)	\$75,000
6	Geospatial Tech	10-70-311-5311	GST Software (Reimbursed)	\$55,327
7	Havis, Inc.	10-70-311-5514	Parts – Billing (Reimbursed)	\$50,000
8	Ikey	10-70-311-5514	Parts – Billing (Reimbursed)	\$15,000
9	Lawles Enterprises	10-50-111-5306	Recruitment	\$30,000
10	LCW	10-50-111-5305	Legal Services	\$35,000
11	Marc Cohen	10-50-111-5312	Medical Director Services (Reimbursed)	\$30,500
12	Motorola Solutions, Inc.	10-70-311-5514	Parts – Billing (Reimbursed)	\$50,000

13	RWG	10-50-111-5305	Legal Services	\$50,000
14	Setina Manufacturing Corp.	10-70-311-5514	Parts – Billing (Reimbursed)	\$70,000
15	Smart Janitorial	10-50-111-5701	HQ Maintenance	\$45,000
16	Spectrum	10-50-111-5301	Communications Contract Services	\$24,800
17	Tyler Industries	10-50-111-5307	Software Maintenance Services	\$21,500
18	Wattco	10-70-311-5514	Parts – Billing (Reimbursed)	\$20,000
19	Westin	10-70-311-5514	Parts – Billing (Reimbursed)	\$50,000
20	Whelen Engineering Co.	10-70-311-5514	Parts – Billing (Reimbursed)	\$80,000
21	Xcel Mechanical	10-50-111-5701	HQ Maintenance	\$33,350
Total				\$1,425,477

Additional details about these requested purchases are below.

Request #1

Vendor: CDW-G

Purchase Order Amount Not to Exceed: \$100,000

CDW Corporation was founded in 1984 and remains a leader in providing technology products and services for business, government and education. The company has a secondary division known as CDW-G, devoted solely to United States government entities, including Local, State and the Federal government.

The Authority routinely orders computers, modems, cables and other related accessories from CDW for the installation work performed by the Technical Services Division. The proposed BPO will provide staff with the ability to order supplies and equipment in a timely and efficient manner, cutting down on both lead and build time.

Request #2

Vendor: City of Hawthorne (ITS)

Purchase Order Amount Not to Exceed: \$200,000

The Authority maintains an agreement with the City of Hawthorne for all of its information technology services. A corresponding BPO is required to pay for the services associated with this agreement.

Request #3

Vendor: Commline Incorporated

Purchase Order Amount Not to Exceed: \$65,000

Commline an authorized dealer for Motorola, Kenwood, Vertex Standard, Icom and many other leading manufacturers of communications equipment. As such, this vendor is used by the Technical Services Division to procure equipment and supplies used for upfitting the Authority's member and contract agencies' public safety vehicles.

Request #4

Vendor: Commline Incorporated

Purchase Order Amount Not to Exceed: \$325,000

The Authority maintains an agreement with Commline Incorporated for all of its radio programming and infrastructure maintenance needs. A corresponding BPO is required to pay for the services associated with this agreement.

Request #5

Vendor: Federal Signal Corporation

Purchase Order Amount Not to Exceed: \$75,000

Federal Signal Corporation (Federal Signal) is an industry leader in the manufacturing of emergency lighting and siren equipment. Federal Signal is one of two vendors used by the Authority as its source for this type of equipment, which is used for upfitting its member and contract agencies' public safety vehicles. The vendor provides lighting and siren equipment that meets or exceeds both state and federal laws. Federal Signal provides a law enforcement agency discount to the Authority that ranges between 25% and 47%, depending on the item. These discounts are passed along to member and contract cities alike.

Request #6

Vendor: GeoSpatial Technologies, Inc.

Purchase Order Amount Not to Exceed: \$55,327

GeoSpatial Technologies, Inc. (GST) software provides Automatic Vehicle Location (AVL) and Mobile Mapping services for vehicles utilized by the following agencies:

- El Segundo Fire and Police Departments
- Gardena Police Department
- Hawthorne Police Department
- Hermosa Beach Police Department
- Manhattan Beach Police Department

The software allows end users and the Authority's Communications Operators to map available units on a computer display. For a number of years, the Authority has maintained agreements with GST and billed the agencies utilizing the system their proportional shares.

Request #7

Vendor: Havis, Inc.

Purchase Order Amount Not to Exceed: \$50,000

Havis, Inc. (Havis) is a manufacturer of mobile workspace solutions for public safety and public works vehicles. Their products include laptops, tablets, docking stations, cradles, prisoner transport accessories, and K9 transportation equipment. Havis provides a wide variety of safe, secure, and up-to-date mobile mounting solutions, which are used for upfitting the Authority's member and contract agencies' public safety vehicles. The Authority is an authorized reseller for Havis, Inc. and receives a 37% discount off all Havis parts. These discounts are passed along to member and contract cities alike.

Request #8

Vendor: iKey, Inc.

Purchase Order Amount Not to Exceed: \$15,000

iKey, Inc. (iKey) is a law enforcement outfitting company. Since 1989, iKey has been outfitting law enforcement vehicles with rugged displays and keyboards designed specifically for mobile use. The Authority is an authorized reseller for iKey and receives a 37% discount off all parts. These discounts are passed along to member and contract cities alike.

Request #9

Vendor: Lawles Enterprises, Inc.

Purchase Order Amount Not to Exceed: \$30,000

The Authority maintains an agreement for background investigative services with Lawles Enterprises, Inc. Headquartered in El Segundo, California for over 40 years. Lawles has a team of 10 active investigators. The entire Lawles team consists of retired law enforcement personnel with extensive investigative services. The vendor has provided background investigative services for the Authority since January 2018. Lawles conducts all applicant background investigations based on agency policies and California P.O.S.T. (Peace Officers Standards and Training) requirements.

Request #10

Vendor: Liebert Cassidy Whitmore

Purchase Order Amount Not to Exceed: \$35,000

The Authority contracts with the law firm of Liebert Cassidy Whitmore ("LCW") for certain legal services. This BPO is necessary in order to fund the anticipated costs associated with the services to be provided by LCW.

Request #11

Vendor: Marc Cohen

Purchase Order Amount Not to Exceed: \$30,500

The Authority maintains an agreement with Marc Cohen for Medical Director services provided to the El Segundo Fire Department. A corresponding BPO is required to pay for the services associated with this agreement.

Request #12

Vendor: Motorola Solutions, Inc.

Purchase Order Amount Not to Exceed: \$50,000

The Authority routinely orders mobile and portable radios, microphones, chargers and other related accessories from Motorola for the installation work performed by the Technical Services Division. The proposed BPO will provide staff with the ability to order supplies and equipment in a timely and efficient manner, cutting down on both lead and build time. Motorola provides the Authority a 10%-20% discount depending on the item. These discounts are passed along to member and contract cities alike.

Request #13

Vendor: Richards Watson Gershon

Purchase Order Amount Not to Exceed: \$50,000

The Authority contracts with the law firm of Richards Watson Gershon ("RWG") for general counsel legal services. This BPO is necessary in order to fund the anticipated costs associated with the services to be provided by RWG for the year.

Request #14

Vendor: Setina Manufacturing Corporation

Purchase Order Amount Not to Exceed: \$70,000

Setina Manufacturing Corporation (Setina) provides equipment for upfitting both the exterior and interior of law enforcement vehicles. Typical items purchased by the Authority from this vendor include push bumpers, fender guards, prisoner transport equipment, mounting equipment, firearms securing systems, and a large variety of modular cargo storage systems designed to meet the needs of specific vehicle configurations. The Authority is an authorized reseller for Setina and receives a 30% discount off the list price on all items. These discounts are passed along to member and contract cities alike.

Request #15

Vendor: Smart Janitorial

Purchase Order Amount Not to Exceed: \$45,000

The Authority maintains an agreement with Smart Janitorial for janitorial services at the headquarters site. A corresponding BPO is required to pay for the services associated with this agreement.

Request #16

Vendor: Spectrum Business

Purchase Order Amount Not to Exceed: \$24,800

The Authority contracts with Spectrum Business for dedicated internet access. Spectrum Business provides the Authority dedicated internet access at a bandwidth of 500 megabits per second (Mbps). This capacity and speed of data transfer ensures the Authority can access all existing cloud-based technologies and provides room for growth.

Request #17

Vendor: Tyler Industries

Purchase Order Amount Not to Exceed: \$21,500

Tyler Technologies is the provider of the Authority's current financial Enterprise Resource Planning (ERP) software, Eden. The software has two main cost components: an annual fee for the Operating System & Database Administration (OSDA) and an annual maintenance fee for Software Support Services.

Request #18

Vendor: Wattco

Purchase Order Amount Not to Exceed: \$20,000

Wattco is an emergency lighting equipment vendor for public safety vehicles. The Authority utilizes the vendor for upfitting its member and contract agencies' public safety vehicles. Wattco has over 70 years of combined experience providing emergency equipment.

Request #19

Vendor: Westin

Purchase Order Amount Not to Exceed: \$50,000

Westin law enforcement products are designed, tested and engineered in San Dimas, California. Westin has been an industry leading manufacturer for over 40 years. Westin provides a diverse range of law enforcement products at a 50% discounted rate.

Request #20

Vendor: Whelen Engineering Company

Purchase Order Amount Not to Exceed: \$80,000

Whelen Engineering Company (Whelen) is an industry leader in the manufacturing of emergency lighting and siren equipment. Whelen is one of two vendors used by the Authority as its source for this type of equipment, which is used for upfitting its member and contract agencies' public safety vehicles. The vendor provides lighting and siren equipment that meets or exceeds both state and federal laws. The Authority is an authorized reseller for Whelen and receives a 40% discount off all of Whelen parts. These discounts are passed along to member and contract cities alike.

Request #21

Vendor: Xcel Mechanical Systems Incorporated

Purchase Order Amount Not to Exceed: \$33,350

Xcel Mechanical Systems Incorporated (Xcel) is one of Southern California's leading mechanical, construction and service firms. The Authority contracts with Xcel for the service and repair of the heating, ventilation, and air conditioning equipment at its headquarters facility.

FISCAL IMPACT

Funds for each of the above requested BPOs, which total \$1,425,477 are included in the approved Fiscal Year 2022/23 Budget. Additionally, all costs associated with upfitting of vehicles, Geospatial Tech, and the Medical Director Services are 100% reimbursable by the member or contract agencies requesting the service.

F-2



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 21, 2022

ITEM NUMBER: F-2

TO: Executive Committee

FROM: John Krok, Administrative Services Manager

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

ATTACHMENTS: Tracked Changes The California Teamsters Public, Professional and Medical Employees Union Local 911 January 1, 2021 – December 31, 2021

The California Teamsters Public, Professional and Medical Employees Union Local 911 2022-2 Memorandum of Understanding

RECOMMENDATION

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

BACKGROUND

The California Teamsters Public, Professional and Medical Employees Union Local 911 represents the Communications Operators and Public Safety Communication Specialists within the Authority. The last Memorandum of Understanding (MOU) expired on December 31, 2021. Representatives of the Teamsters bargaining unit and the Authority have met and conferred in good faith from the end of January 2022 through the first week of June 2022 and have agreed to the terms found in the attached MOU. The new agreement has a term of three (3) and ½ years from January 1, 2022 to June 30, 2025.

DISCUSSION

Significant terms of the proposed MOU are listed as follows with economic components effective on June 11, 2022 (mutual tentative agreement date):

1. Term of Agreement
 - January 1, 2022- June 30, 2025

2. Salary (Section 19.1)

- Negotiated salary increases as follows:
 - 3.5% (effective June 11, 2022), *includes the elimination of paid floating holidays.*
 - 2.35% (effective July 2023)
 - 2.00% (effective July 2024)
 - 1.00% (effective January 2025)

3. Signing Bonus (Section 19.2)

- Eligible employees will receive a signing bonus of \$8500. Scheduled payments are as follows:
 - \$5500 signing bonus effective the first full pay period after the signing of the MOU.
 - \$3000 retention bonus effective the first full pay period after June 30, 2025, awarded to employees employed as of the signing of the MOU and continued employment through June 30, 2025.

4. Education Books and Tuition Reimbursement (Section 12.4)

- Tuition reimbursement not to exceed a lifetime amount of \$14,000 (previous amount was \$12,000)

6. Education Incentive (Section 12.5)

- \$450 a month for Bachelors or Masters Degree (previous amount was \$350)

7. Deferred Compensation (Section 12.16)

The Authority will contribute up to \$125 matching funds per month (previous amount \$100)

8. Contribution Amount (Section 13.2)

- Increase in contribution amount toward an employee's monthly medical and dental insurance premiums (previously \$1,200 for employee, employee +1, and family) as follows:
 - \$1250 for employee only
 - \$1350 for employee +1
 - \$1450 for family

9. General

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

FISCAL IMPACT

The projected cost increase for this Memorandum of Understanding over the three (3) and ½ year period is \$1,333,113 which is equivalent to 5.35% of the total compensation associated with the Teamsters bargaining group.

F-2

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
January 1, 202~~1~~₂ – ~~December 31, 2021~~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 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, 202~~24~~ through and including ~~December 31, 2024~~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.

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, eight (8) hours per holiday: 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, eight (8) hours per holiday: 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>Awarded</u>	<u>When Awarded</u>	<u>Number of Days</u>
January 1 - February 28 or (29) — July 1	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.

Effective June 11, 2022, the parties have agreed to eliminate floating holidays. After this date, employees will not accrue and will not be eligible to use or be paid for any floating holidays.

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 – Unpaid Leave of Absence (Unpaid). An unpaid, non-medical leave of absence not to exceed ninety (90) calendar days may be ~~granted to~~requested by 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. 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 ~~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 <u>years</u>	30 calendar days maximum
Three years to less than five <u>years</u>	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 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 unpaid leave. In all cases, an employee must exhaust all use of appropriate accrued leave balances before requesting an unpaid 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. Unpaid l~~Leaves of absence are not to be used to circumvent the vacation and holiday scheduling process. When an employee is unable to request an unpaid

leave of absence ~~due to injury, illness, travel, or similar reasons~~, he/she may be administratively placed on leave of absence.

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. The notice will be issued as soon as practicable.

Benefits

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.

Return 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.

Extension of Leave

Employees may request extensions of their approved-unpaid leave of absence, provided that the extension does as long as they do not result in the leave exceeding the maximum time allowed for their years of service. Such requests 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 approved-unpaid leave of absence at any time before or during the leave by submitting a. ~~A written request explaining the reason for cancellation shall be submitted.~~

Violating Leave of Absence

The following constitute violations of the spirit and intent of granting an unpaid 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 an unpaid leave of absence shall be considered as having resigned without notice.
- (b) Employees who fail to return from leave of an unpaid 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~~seventy-two (72) hours 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 (of any age or dependency status), stepchildren, parents, ~~and stepparents, grandparents, grandchildren, and siblings~~). All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with the Authority's payroll records~~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 the use of 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~~seventy-two (72) hours 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 ~~towards an Associate's or Bachelor's Degree,~~ 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~~ This reimbursement shall be capped at ~~\$4214,000~~ \$14,000 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. ~~Effective June 11, 2022, a permanent employee who obtains an Associate Arts from an accredited college shall be provided with an educational bonus at the rate of \$350 per month, Bachelor's, and/or Master's Degree from an accredited college shall be provided with an educational bonus at the rate of \$450 per month. Such educational bonus shall not be compounded.~~ 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 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 eighty-four (84) hours or less of sick leave during the preceding twelve (12) month period~~as of the end of the pay period nearest to, but not past October 31 each year~~. Upon retirement, an additional forty (40) hours above the forty (40) hour bank may be sold back at 85% of base rate of pay (i.e., no cash out for 0-40 hours, and no cash out for more than 80 hours).

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

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

Group B employees:

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

Section 12.10 - Training Pay. The Authority agrees to provide a seven and one-half percent (7.5%) training pay to Communications Operators and Communications Specialists, 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 or Communications Specialist is actively training new and/or current employees of the Authority. A Communications Operator or Communications Specialist 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--Reimbursement. Subject to the audit and approval of the Executive Director or his/her 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 (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, after the last date upon which the use was made, and must indicate the specific purpose for which the automobile was used. The Executive Director may establish certain limits of liability, consistent with California law, 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 12.12 - Annual Payment for Unused Vacation Leave (Optional). Annually, each employee may convert, for cash, a limited number of hours of vacation leave. No one shall be required to do this, but may, if desired. Leave balances shall be determined at the end of the pay period nearest to, but not past, October 31 each year. The dollar value of the hours converted will be determined by the completed years of service as shown below. Payment shall be calculated as a percentage of the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

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

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

Group B employees:

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted Annually</u>	<u>Conversion Rate</u>
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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~~ -- ~~12.16~~ Deferred-- Deferred Compensation. ~~Effective January 1, 2022, the~~ The Authority will contribute up to \$100 ~~125~~ matching funds per month toward each employee's deferred compensation contribution. Effective June 11, 2022, the Authority will contribute up to \$125 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~~ The Authority shall, under a Cafeteria, Flexible or Optional Benefit Plan, contribute up to \$1, ~~2006~~ 0050 per month, towards employees' medical and dental insurance premiums. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory (i.e., the statutory minimum) employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA). Effective July 1, 2022, the Authority shall increase the contribution amount to \$1250 for employees enrolled in an employee-only medical plan, to \$1350 for employees enrolled in an employee +1 medical plan, and to \$1450 for employees enrolled in a family medical plan.

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 ~~the contribution amount provided in Section 13.2 for the month following the last day the employee was on paid status 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. These employees will contribute 50% of normal cost as determined by CalPERS.

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 and employee’s expense, subject to IRS and plan provider limitations.

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, and that contains all of the following information listed in the "Statement of Grievance," below. 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 – Statement of a Grievance. A concern is not a grievance unless the affected employee is able to state each of the following: the date or approximate date of the alleged violation; the specific provision(s) of the 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 filed in good faith. A Statement of Grievance may be filed electronically with an electronic signature.

Section 16.65 - 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 16.76 - 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 ~~Administrative~~ Services 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) ~~Administrative~~ Services Manager's Review (Step 2)

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

Administrative 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 Executive Committee~~ 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.
- (3)(4) At this step, the hearing shall be convened within fifteen (15) calendar days by the Executive Committee.
- (4)(5) A final decision shall be submitted to the Union within twenty (20) calendar days of the final Step 4 hearing.
- (5)(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) — ~~(d)~~ If the issues are not resolved and the impasse still exists, Teamsters may the parties shall then submit a request for fact-finding through the California Public Employment Relations Board; written statements of their final position to the Executive Committee; and

(e) The parties will thereafter follow the statutory fact-finding process. Executive Committee will then make a final determination on the issues.

ARTICLE 19 - SALARY

Section 19.1 – Wages.

- 1) Effective ~~December 1, 2018~~ June 11, 2022, there shall be a 3.5% wage increase.
- 2) Effective the first full pay period ~~after in July 1, 2023-2019~~, there shall be a 2.35% wage increase.
- 3) Effective the first full pay period after July 1, 2024, there shall be a 2.0% wage increase.
- ~~4)~~ Effective the first full pay period after January 1, 2025, there shall be a 1.0% 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

Communications Operator

	<u>FY 2022</u>		<u>FY 2023</u>		<u>FY 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>
<u>Step A</u>	<u>\$5,883.44</u>	<u>\$33.94</u>	<u>\$6,021.70</u>	<u>\$34.74</u>	<u>\$6,142.13</u>	<u>\$35.44</u>	<u>\$6,203.55</u>	<u>\$35.79</u>
<u>Step B</u>	<u>\$6,166.53</u>	<u>\$35.58</u>	<u>\$6,311.44</u>	<u>\$36.41</u>	<u>\$6,437.67</u>	<u>\$37.14</u>	<u>\$6,502.05</u>	<u>\$37.51</u>

<u>Step C</u>	<u>\$6,463.79</u>	<u>\$37.29</u>	<u>\$6,615.69</u>	<u>\$38.17</u>	<u>\$6,748.01</u>	<u>\$38.93</u>	<u>\$6,815.49</u>	<u>\$39.32</u>
<u>Step D</u>	<u>\$6,775.99</u>	<u>\$39.09</u>	<u>\$6,935.23</u>	<u>\$40.01</u>	<u>\$7,073.93</u>	<u>\$40.81</u>	<u>\$7,144.67</u>	<u>\$41.22</u>
<u>Step E</u>	<u>\$7,103.72</u>	<u>\$40.98</u>	<u>\$7,270.66</u>	<u>\$41.95</u>	<u>\$7,416.07</u>	<u>\$42.79</u>	<u>\$7,490.23</u>	<u>\$43.21</u>
<u>Step F*</u>	<u>\$7,447.88</u>	<u>\$42.97</u>	<u>\$7,622.91</u>	<u>\$43.98</u>	<u>\$7,775.36</u>	<u>\$44.86</u>	<u>\$7,853.12</u>	<u>\$45.31</u>
<u>Step G**</u>	<u>\$7,809.17</u>	<u>\$45.05</u>	<u>\$7,992.68</u>	<u>\$46.11</u>	<u>\$8,152.54</u>	<u>\$47.03</u>	<u>\$8,234.06</u>	<u>\$47.50</u>

Upon successful completion of probation, an employee shall be eligible for a salary step increase to the next step (on the first day of the pay period that begins after the probationary period has been completed) provided he/she has received an evaluation with an overall rating of at least average (satisfactory).

Movement between Step B to Step C, Step C to Step D, and Step D to Step E are in one-year increments. An employee shall be eligible for a salary step increase to the next step (on the first pay period after the annual performance evaluation) provided he/she has received an evaluation with an overall rating of at least average (satisfactory).

Compensation at Step "F" shall only be awarded to an employee who has demonstrated an average (satisfactory) 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 compensation at Step "F" will only be maintained as long as the employee maintains an average (satisfactory) or above average level of competency as documented by the annual performance evaluation. The award of Step "F" shall only be made upon and after a recommendation by the Operations Manager and subsequent approval by the Executive Director.

Compensation at Step "G" shall only be awarded to an employee who has demonstrated an average (satisfactory) 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" will only be maintained as long as the employee maintains an average (satisfactory) or above average level of competency as documented by the annual performance evaluation. 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.

An employee who was unable to maintain an average (satisfactory) level of competency at Step F or Step G and who was subsequently reduced to the previous step, will be eligible for a salary step increase to the next step after one year (on the first pay period after the annual performance evaluation) provided he/she has received an evaluation with an overall rating of at least average (satisfactory).

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.

Public Safety Communications Specialist I

	<u>FY 2022</u>		<u>FY 2023</u>		<u>FY 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>
<u>Step A</u>	<u>\$6,600.55</u>	<u>\$38.08</u>	<u>\$6,755.66</u>	<u>\$38.98</u>	<u>\$6,890.77</u>	<u>\$39.75</u>	<u>\$6,959.68</u>	<u>\$40.15</u>

Step B	<u>\$6,930.57</u>	<u>\$39.98</u>	<u>\$7,093.44</u>	<u>\$40.92</u>	<u>\$7,235.30</u>	<u>\$41.74</u>	<u>\$7,307.66</u>	<u>\$42.16</u>
Step C	<u>\$7,277.11</u>	<u>\$41.98</u>	<u>\$7,448.12</u>	<u>\$42.97</u>	<u>\$7,597.08</u>	<u>\$43.83</u>	<u>\$7,673.05</u>	<u>\$44.27</u>
Step D	<u>\$7,640.95</u>	<u>\$44.08</u>	<u>\$7,820.51</u>	<u>\$45.12</u>	<u>\$7,976.92</u>	<u>\$46.02</u>	<u>\$8,056.69</u>	<u>\$46.48</u>
Step E	<u>\$8,023.00</u>	<u>\$46.29</u>	<u>\$8,211.54</u>	<u>\$47.37</u>	<u>\$8,375.77</u>	<u>\$48.32</u>	<u>\$8,459.53</u>	<u>\$48.81</u>

Public Safety Communications Specialist II

	<u>FY 2022</u>		<u>FY 2023</u>		<u>FY 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	<u>\$6,930.58</u>	<u>\$39.98</u>	<u>\$7,093.45</u>	<u>\$40.92</u>	<u>\$7,235.31</u>	<u>\$41.74</u>	<u>\$7,307.67</u>	<u>\$42.16</u>
Step B	<u>\$7,277.10</u>	<u>\$41.98</u>	<u>\$7,448.11</u>	<u>\$42.97</u>	<u>\$7,597.07</u>	<u>\$43.83</u>	<u>\$7,673.04</u>	<u>\$44.27</u>
Step C	<u>\$7,640.96</u>	<u>\$44.08</u>	<u>\$7,820.52</u>	<u>\$45.12</u>	<u>\$7,976.93</u>	<u>\$46.02</u>	<u>\$8,056.70</u>	<u>\$46.48</u>
Step D	<u>\$8,023.00</u>	<u>\$46.29</u>	<u>\$8,211.54</u>	<u>\$47.37</u>	<u>\$8,375.77</u>	<u>\$48.32</u>	<u>\$8,459.53</u>	<u>\$48.81</u>
Step E	<u>\$8,424.15</u>	<u>\$48.60</u>	<u>\$8,622.12</u>	<u>\$49.74</u>	<u>\$8,794.56</u>	<u>\$50.74</u>	<u>\$8,882.51</u>	<u>\$51.25</u>

Section 19.2 — Signing Bonus.

There will be a \$8,500 signing bonus; \$5,500 effective the first full pay period ~~after the signing of contract~~ following approval and adoption of the MOU, and effective the first full pay period after June 30, 2025, a \$3,000 retention bonus for employees employed as of ~~signing of this MOU (January 1, 2022 — June 30, 2025)~~ June 11, 2022, and who maintain employment through June 30, 2025.

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

M. ROSS KLUN
Executive Director

CARLOS RUBIO
Business Agent

JEFFREY WILLIAMS
Union Steward

RHONDA ZECK
Union Steward

JAMES HAWKINS
Union Steward

DAVID LOPEZ
Union Steward

F-2

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, 2022 – 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 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, 2022 through and including 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.

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, eight (8) hours per holiday: 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, eight (8) hours per holiday: 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</u>
<u>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.

Effective June 11, 2022, the parties have agreed to eliminate floating holidays. After this date, employees will not accrue and will not be eligible to use or be paid for any floating holidays.

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 – 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 the 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 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 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. The notice will be issued as soon as practicable.

Benefits

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. 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.

Return 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.

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 requests 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 constitute violations of the spirit and intent of granting an unpaid 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 an unpaid leave of absence shall be considered as having resigned without notice.
- (b) Employees who fail to return from leave of an unpaid 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 seventy-two (72) hours are in paid status during the pay period. Paid status is defined as regular work days, trades, vacation, 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 (of any age or dependency status), stepchildren, parents, stepparents, grandparents, grandchildren, and siblings. All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with the Authority's payroll records.

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 the use of 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 seventy-two (72) hours 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 towards an Associate's or Bachelor's Degree, 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. This reimbursement shall be capped at \$14,000 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. Effective June 11, 2022, a permanent employee who obtains an Associate Arts from an accredited college shall be provided with an educational bonus at the rate of \$350 per month, Bachelor's, and/or Master's Degree from an accredited college shall be provided with an educational bonus at the rate of \$450 per month. Such educational bonus shall not be compounded. 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 (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. 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 eighty-four (84) hours or less of sick leave during the preceding twelve (12) month period. Upon retirement, an additional forty (40) hours above the forty (40) hour bank may be sold back at 85% of base rate of pay (i.e., no cash out for 0-40 hours, and no cash out for more than 80 hours).

<u>Completed Years of Service</u>	<u>Maximum Hours That May Be Converted Annually</u>	<u>Conversion Rate</u>
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 and Communications Specialists, 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 or Communications Specialist is actively training new and/or current employees of the Authority. A Communications Operator or Communications Specialist 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/her 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 (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, consistent with California law, 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 12.12 - Annual Payment for Unused Vacation Leave (Optional). Annually, each employee may convert, for cash, a limited number of hours of vacation leave. No one shall be required to do this, but may, if desired. Leave balances shall be determined at the end of the pay period nearest to, but not past, October 31 each year. The dollar value of the hours converted will be determined by the completed years of service as shown below. Payment shall be calculated as a percentage of the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

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

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

Group B employees:

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

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

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

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

<u>Anniversary</u>	<u>Amount Payable</u>
7	\$250
8	300
9	350

10	400
11	450
12	500
13	550
and so on	

Section 12.16 -- Deferred Compensation. The Authority will contribute up to \$100 matching funds per month toward each employee's deferred compensation contribution. Effective June 11, 2022, the Authority will contribute up to \$125 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. The Authority shall, under a Cafeteria, Flexible or Optional Benefit Plan, contribute up to \$1,200 per month, towards employees' medical and dental insurance premiums. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory (i.e., the statutory minimum) employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA). Effective July 1, 2022, the Authority shall increase the contribution amount to \$1250 for employees enrolled in an employee-only medical plan, to \$1350 for employees enrolled in an employee +1 medical plan, and to \$1450 for employees enrolled in a family medical plan.

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 the contribution amount provided in Section 13.2 for the month following the last day the employee was on paid status. 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 receive 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. These employees will contribute 50% of normal cost as determined by CalPERS.

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 and employee's expense, subject to IRS and plan provider limitations.

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, and that contains all of the following information listed in the "Statement of Grievance," below. 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 – Statement of a Grievance. A concern is not a grievance unless the affected employee is able to state each of the following: the date or approximate date of the alleged violation; the specific provision(s) of the 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 filed in good faith. A Statement of Grievance may be filed electronically with an electronic signature.

Section 16.6 - 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 16.7 - 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) 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 Administrative Services 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) **Administrative Services Manager's Review (Step 2)**

The Administrative Services Manager shall promptly discuss the grievance with the employee, the employee's representative, if any, and any other persons having relevant information. The Administrative 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) **Executive Committee Review (Step 4)**

To be eligible for handling at this step, the grievance must be submitted to the Executive Committee 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, Teamsters may submit a request for fact-finding through the California Public Employment Relations Board; and
- (e) The parties will thereafter follow the statutory fact-finding process.

ARTICLE 19 - SALARY

Section 19.1 – Wages.

- 1) Effective June 11, 2022, there shall be a 3.5% wage increase.
- 2) Effective the first full pay period after July 1, 2023, there shall be a 2.35% wage increase.
- 3) Effective the first full pay period after July 1, 2024, there shall be a 2.0% wage increase.
- 4) Effective the first full pay period after January 1, 2025, there shall be a 1.0% wage increase.

Communications Operator

	<u>FY 2022</u>		<u>FY 2023</u>		<u>FY 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	\$5,883.44	\$33.94	\$6,021.70	\$34.74	\$6,142.13	\$35.44	\$6,203.55	\$35.79
Step B	\$6,166.53	\$35.58	\$6,311.44	\$36.41	\$6,437.67	\$37.14	\$6,502.05	\$37.51
Step C	\$6,463.79	\$37.29	\$6,615.69	\$38.17	\$6,748.01	\$38.93	\$6,815.49	\$39.32
Step D	\$6,775.99	\$39.09	\$6,935.23	\$40.01	\$7,073.93	\$40.81	\$7,144.67	\$41.22
Step E	\$7,103.72	\$40.98	\$7,270.66	\$41.95	\$7,416.07	\$42.79	\$7,490.23	\$43.21
Step F*	\$7,447.88	\$42.97	\$7,622.91	\$43.98	\$7,775.36	\$44.86	\$7,853.12	\$45.31
Step G**	\$7,809.17	\$45.05	\$7,992.68	\$46.11	\$8,152.54	\$47.03	\$8,234.06	\$47.50

Upon successful completion of probation, an employee shall be eligible for a salary step increase to the next step (on the first day of the pay period that begins after the probationary period has been completed) provided he/she has received an evaluation with an overall rating of at least average (satisfactory).

Movement between Step B to Step C, Step C to Step D, and Step D to Step E are in one-year increments. An employee shall be eligible for a salary step increase to the next step (on the first pay period after the annual performance evaluation) provided he/she has received an evaluation with an overall rating of at least average (satisfactory).

Compensation at Step "F" shall only be awarded to an employee who has demonstrated an average (satisfactory) 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 compensation at Step "F" will only be maintained as long as the employee maintains an average (satisfactory) or above average level of competency as documented by the annual performance evaluation. The award of Step "F" shall only be made upon and after a recommendation by the Operations Manager and subsequent approval by the Executive Director.

Compensation at Step "G" shall only be awarded to an employee who has demonstrated an average (satisfactory) 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" will only be maintained as long as the employee maintains an average (satisfactory) or above average level of competency as documented

by the annual performance evaluation. The award of compensation at Step “G” shall only be made upon and after a recommendation by the Operations Manager and subsequent approval by the Executive Director.

An employee who was unable to maintain an average (satisfactory) level of competency at Step F or Step G and who was subsequently reduced to the previous step, will be eligible for a salary step increase to the next step after one year (on the first pay period after the annual performance evaluation) provided he/she has received an evaluation with an overall rating of at least average (satisfactory).

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.

Public Safety Communications Specialist I

	<u>FY 2022</u>		<u>FY 2023</u>		<u>FY 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	\$6,600.55	\$38.08	\$6,755.66	\$38.98	\$6,890.77	\$39.75	\$6,959.68	\$40.15
Step B	\$6,930.57	\$39.98	\$7,093.44	\$40.92	\$7,235.30	\$41.74	\$7,307.66	\$42.16
Step C	\$7,277.11	\$41.98	\$7,448.12	\$42.97	\$7,597.08	\$43.83	\$7,673.05	\$44.27
Step D	\$7,640.95	\$44.08	\$7,820.51	\$45.12	\$7,976.92	\$46.02	\$8,056.69	\$46.48
Step E	\$8,023.00	\$46.29	\$8,211.54	\$47.37	\$8,375.77	\$48.32	\$8,459.53	\$48.81

Public Safety Communications Specialist II

	<u>FY 2022</u>		<u>FY 2023</u>		<u>FY 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	\$6,930.58	\$39.98	\$7,093.45	\$40.92	\$7,235.31	\$41.74	\$7,307.67	\$42.16
Step B	\$7,277.10	\$41.98	\$7,448.11	\$42.97	\$7,597.07	\$43.83	\$7,673.04	\$44.27
Step C	\$7,640.96	\$44.08	\$7,820.52	\$45.12	\$7,976.93	\$46.02	\$8,056.70	\$46.48
Step D	\$8,023.00	\$46.29	\$8,211.54	\$47.37	\$8,375.77	\$48.32	\$8,459.53	\$48.81
Step E	\$8,424.15	\$48.60	\$8,622.12	\$49.74	\$8,794.56	\$50.74	\$8,882.51	\$51.25

Section 19.2 — Signing Bonus.

There will be a \$8,500 signing bonus: \$5,500 effective the first full pay period following approval and adoption of the MOU, and effective the first full pay period after June 30, 2025, a \$3,000 retention bonus for employees employed as of June 11, 2022, and who maintain employment through June 30, 2025.

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

M. ROSS KLUN
Executive Director

CARLOS RUBIO
Business Agent

JEFFREY WILLIAMS
Union Steward

RHONDA ZECK
Union Steward

JAMES HAWKINS
Union Steward

DAVID LOPEZ
Union Steward

G-1

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

APRIL 19, 2022

A. CALL TO ORDER

The Executive and User Committees convened in a regular joint meeting on April 19, 2022 at 2:01PM by teleconference.

B. ROLL CALL

Present: City Manager Clint Osorio, City of Gardena
City Manager Bruce Moe, City of Manhattan Beach
City Manager Vontray Norris, City of Hawthorne
Chief Mike Lang, Manhattan Beach Fire Department
Chief Derrick Abell, Manhattan Beach Police Department
Chief Mike Saffell, Gardena Police Department

Absent: Chief Mike Ishii, Hawthorne Police Department

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

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE CONSENT CALENDAR

Motion: City Manager Moe moved to approve Consent Calendar, Items #1-8. The motion was seconded by City Manager Norris and passed by voice vote.

1. Minutes from March 15, 2022
APPROVE
2. Check Register and Budget Transfers– March 2022
RECEIVE AND FILE
3. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings
MAKE FINDINGS PURSUANT TO AB 361
4. Approve a Change Purchase Order to CDW-G in the Amount of \$75,000 for a Total Not-To-Exceed Amount of \$150,000 for Supplies and Equipment
APPROVE
5. Approve a Change Purchase Order to Motorola Solutions Incorporated in the Amount of \$40,000 for a Total Not-To-Exceed Amount of \$80,000 for Supplies and Equipment
APPROVE
6. Approve a Fiscal year 2021-22 Blanket Purchase Order to Westin Incorporated for Supplies in a Total Amount Not-To-Exceed \$25,000
APPROVE

7. Approve a Change Purchase Order in the Amount of \$20,000 to Liebert Cassidy & Whitmore for a Total Not-To-Exceed Amount of \$65,000 for Legal Services

APPROVE

8. FY 2021-22 Budget Performance Report – Q3

RECEIVE & FILE

E. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

F. USER COMMITTEE CONSENT CALENDAR

Motion: Chief Abell moved to approve the Consent Calendar, Items #1-2. The motion was seconded by Chief Saffell and passed by voice vote.

1. Minutes from March 15, 2022

APPROVE

2. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

MAKE FINDINGS PURSUANT TO AB 361

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

H. EXECUTIVE DIRECTOR'S REPORT

Mr. Klun presented an update on Mark43 Cad.

I. EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS

Chair Osorio requested more detailed milestones from their baton platform. Vice-Chair Moe inquired after any payments during these milestones. It was confirmed there were no payments made to Mark43 during the first year.

J. EXECUTIVE COMMITTEE CLOSED SESSION AGENDA

The Executive Committee entered into closed session at 2:18PM to discuss the following items:

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

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

The Executive Committee returned from closed session at 2:53PM with no actions taken.

K. ADJOURNMENT

The meeting adjourned at 2:54PM.

G-2



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 21, 2022

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.

I



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 21, 2022

ITEM: I

TO: Executive Committee and User Committee

FROM: M. Ross Klun, Executive Director

SUBJECT: EXECUTIVE DIRECTOR'S REPORT

ATTACHMENTS: None

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

- Advisory of upcoming elections for the Executive and User Committees and the Board of Directors in July
- Successful migration of Text to 9-1-1 into Rapid Deploy
- Monthly recruitment and staffing briefing
- Authority participation at the El Segundo Citizens Academy
- Plans for an Authority-hosted job fair in the South Bay
- Update on SB1000