

SBRPCA

22-206

Contract

**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**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE	1
ARTICLE 1	CONCLUSIVENESS OF AGREEMENT	1
Section 1.1	Agreement Conclusive	1
ARTICLE 2	RECOGNITION OF UNION	1
Section 2.1	Union Recognition	1
ARTICLE 3	MANAGEMENT RIGHTS	1
Section 3.1	Management Rights	1
ARTICLE 4	NO STRIKE, NO LOCKOUT	1
Section 4.1	Work Interruption	1
Section 4.2	Lockout	1
Section 4.3	Discipline	2
ARTICLE 5	PAYROLL DEDUCTIONS	2
Section 5.1	Payroll Deductions	2
Section 5.2	Indemnity	2
Section 5.3	Voluntary Membership	2
ARTICLE 6	SAVINGS PROVISION	2
Section 6.1	Severability	2
ARTICLE 7	MEAL PERIOD AND BREAK PERIOD	2
Section 7.1	Nature of Work	2
Section 7.2	Breaks	2
ARTICLE 8	HARASSMENT AND DISCRIMINATION	2
Section 8.1	No Discrimination	2
Section 8.2	No Harassment	2-3
ARTICLE 9	LEAVES AND ATTENDANCE	3
Section 9.1	Bereavement Leave	3
Section 9.2	Compensatory Time Off	3
Section 9.3	Holidays	3-4
Section 9.4	Injury Leave	5
Section 9.5	Jury Duty Leave	5
Section 9.6	Unpaid Leave of Absence	5-6
Section 9.7	Leave without Pay	6
Section 9.8	Military Leave	6
Section 9.9	Pregnancy Leave	7
Section 9.10	Sick Leave	7-8
Section 9.11	Vacation Leave	8
Section 9.12	Union Steward Relief/Compensation	8-9
Section 9.13	Hours of Work	9

ARTICLE 10	SHIFT PREFERENCE	10
Section 10.1	Shift Preference.....	10
ARTICLE 11	JOB SHARING	10
Section 11.1	Job Sharing	10
Section 11.2	Seniority.....	10
ARTICLE 12	SPECIAL PAY	10
Section 12.1	Acting Pay	10
Section 12.2	Bilingual Pay.....	10
Section 12.3	Court Pay.....	10-11
Section 12.4	Educational Books and Tuition Reimbursement.....	11
Section 12.5	Educational Incentive	11
Section 12.6	Annual Payment for Unused Holiday	11
Section 12.7	Overtime	11-12
Section 12.8	Annual Payment of Unused Sick Leave	12
Section 12.9	Termination Pay	12
Section 12.10	Training Pay	12
Section 12.11	(Travel) Mileage Reimbursement.....	12-13
Section 12.12	Annual Payment for Unused Vacation Leave.....	13
Section 12.13	Call Back Pay (Technical Services Personnel Only).....	13
Section 12.14	Consultation Time (Technical Services Personnel Only)	13
Section 12.15	Merit Pay (Select Technical Services Personnel Only)	13-14
Section 12.16	Deferred Compensation	14
ARTICLE 13	FRINGE BENEFITS	14
Section 13.0	Insurance Benefits Programs.....	14
Section 13.1	Medical-Dental Plans	14
Section 13.2	Contribution Amount.....	14
Section 13.3	IRS Section 125 Cafeteria Plan	14
Section 13.4	Medical Plan Waiver.....	14
Section 13.5	Medical-Dental Insurance-Unpaid Status	14
Section 13.6	Medical-Dental Insurance-FMLA	14
Section 13.7	Retirees' Medical	15
Section 13.8	Retirement/Pension.....	15-16
Section 13.9	Life Insurance Plan.....	16
Section 13.10	Vision Plan.....	16
Section 13.11	Uniforms	16
ARTICLE 14	DEMOTION	17
Section 14.1	Pay.....	17
Section 14.2	Seniority.....	17
ARTICLE 15	REINSTATEMENT	17
Section 15.1	Reinstatement	17
ARTICLE 16	GRIEVANCE PROCEDURE	17
Section 16.1	Introduction.....	17

Section 16.2	Definition.....	17
Section 16.3	The Right to Grieve	17
Section 16.4	Probationary Employee	17
Section 16.5	Statement of Grievance	18
Section 16.6	Informal Grievance Procedure	18
Section 16.7	Formal Grievance Procedure	18-19
ARTICLE 17	DISCIPLINE PROCEDURE.....	19
ARTICLE 18	IMPASSE PROCEDURE.....	19
ARTICLE 19	SALARY.....	20
Section 19.1	Wages	20-21
Section 19.2	Signing Bonus	21
ARTICLE 20	CONSOLIDATION	22
Section 20.1	Consolidation.....	22
	SIGNATURE PAGE.....	23

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 Awarded</u>	<u>When Awarded</u>	<u>Number of Days</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
-----------	-----	-------------------------

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>
---------------------------------------	---	------------------------

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 2023</u>		<u>FY 2024</u>		<u>FY 2025</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

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.

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 2023</u>		<u>FY 2024</u>		<u>FY 2025</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 2023</u>		<u>FY 2024</u>		<u>FY 2025</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.

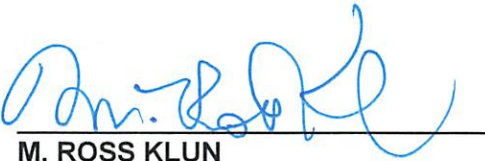
There will be a \$8,500 signing bonus: \$5,500 effective the first full pay period following approval and adoption of the MOU, and effective the first full pay period after June 30, 2025, a \$3,000 retention bonus for employees employed as of June 11, 2022, and who maintain employment through June 30,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

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

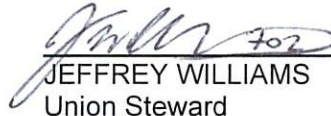
On behalf of the California Teamsters Public,
Professional and Medical Employees Union Local 911



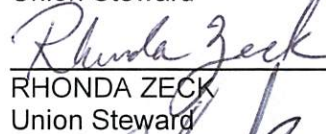
M. ROSS KLUN
Executive Director



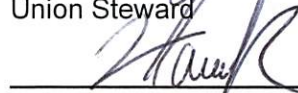
CARLOS RUBIO
Business Agent / *PRESIDENT*



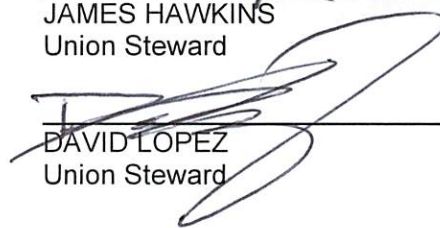
JEFFREY WILLIAMS
Union Steward



RHONDA ZECK
Union Steward



JAMES HAWKINS
Union Steward



DAVID LOPEZ
Union Steward