

EXHIBIT 'B'

**WEST CITIES COMMUNICATION CENTER JOINT POWERS AUTHORITY
PAY AND BENEFITS PLAN FOR
POLICE COMMUNICATIONS DIRECTOR**

SECTION 1. SALARY. Effective July 7, 2023, the salary range for the position of Police Communications Director will increase by two and a half percent (2.5%).

\$10,105 – \$11,889

SECTION 2. WORKERS' COMPENSATION COVERAGE. Affected employees shall be covered by workers' compensation insurance as provided by State law. An employee will receive one hundred percent (100%) of salary for the first five (5) scheduled working days of a work-related disability; thereafter, he/she will receive eighty percent (80%) of salary for the remainder of the temporary disability period. Of these amounts, two-thirds will be covered by West-Comm's insurance provider who will issue payment directly to the employee. The remaining amount will be paid via regular payroll as salary continuation and taxed as required by Federal and State income tax laws.

One exception to the above is if an employee is off work for less than 14 days, the first three days of disability will be fully paid as salary continuation via regular payroll.

Any payments made pursuant to this section shall not be charged to accrued leave. During the period an employee receives salary continuation and/or temporary disability, sick or vacation leave will not accrue. After one (1) year of work-related disability, the State rate for temporary disability shall apply exclusively and salary continuation will cease.

RETIREMENT BENEFIT

SECTION 3. P.E.R.S. MEMBERSHIP. Classic Members - West-Comm shall make contributions to the PERS program known as two percent (2%) at fifty-five (55) under the Public Employees' Retirement Law, (Government Code Section 21354) for employees considered "Classic Members", with the 1959 Survivors Benefit (Level 3), and a one-year highest compensation (as defined under Section 20042). West-Comm will report these payments as being those of the affected employee so that they will be credited to the particular Employee's individual account with PERS.

The Police Communications Director shall pay the employee portion of the contribution to the Public Employees' Retirement System two percent (2%) at fifty-five (55) plan. The current employee contribution rate is seven percent (7%) of employee's base salary.

New Members - Employees who qualify as "New Members" as defined by the California Public Employees' Pension Reform Act of 2013 ("PEPRA") shall have the benefits required by PEPRA, which include, but are not limited to:

- A. Two percent (2.0%) @ sixty-two (62) retirement formula;
- B. Three (3) year final compensation;
- C. Pay employee contribution equal to fifty percent (50%) of normal cost and no Employer Paid Member Contributions; and

D. Stricter limits on reportable compensation (referred to as “pensionable compensation” under PEPRA).

In the event West-Comm and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee, and West-Comm shall not be obligated to pay or “pick up” any portion thereof.

SECTION 4. MEDICAL BENEFITS. West-Comm will pay the lesser amount of a) the monthly premium of the health plan selected by the Employee, or b) the West-Comm Maximum contribution, as shown in the chart below. The Employee must pay either the cost of the premium not covered by the West-Comm Maximum or the Employee Minimum contribution, whichever is higher.

Status	West-Comm Maximum	Employee Minimum
Employee One	\$1,400	\$0
Employee + 1	\$1,400	\$5
Employee + Family	\$1,400	\$10

SECTION 5. MEDICAL PLAN DELETION – IN LIEU COMPENSATION. Employee cannot be enrolled in an agency with PERS health plan if a spouse is enrolled in the same agency or enrolled in an agency with PERS health, unless the Employee (or the spouse) is enrolled without being covered as a family member. Additionally, Employee may choose to not be enrolled in the PERS health plan. If Employee chooses to delete the health plan coverage, West-Comm, after determining that a minimum amount of health coverage is provided to Employee (by the spouse or other coverage), shall pay a cash allowance of \$308 per month in-lieu of such medical benefits, which payment shall be included in Employee’s payroll check, as taxable compensation.

To be eligible for this “deletion” payment, Employee must provide proof, as determined by the Personnel Officer, that comparable medical insurance is in full force and effect. In the event the Employee loses eligibility (with documentation) then Employee may re-enroll in the plan pursuant to the PERS health plan rules.

SECTION 6. SECTION 125 FLEXIBLE BENEFITS PLAN. West-Comm, through the JPA Member Party designated to administer fringe benefits for West-Comm personnel, shall maintain a flexible benefits benefit plan which will allow Employees to utilize pre-tax dollars for health care, dependent day care and premium expense contributions.

SECTION 7. SUPPLEMENTAL HEALTH CARE BENEFIT ELIGIBLE RETIREES. Affected Employees who retire from West-Comm with at least ten (10) years of continuous service may be eligible for supplemental health care benefits effective on the date of retirement up to age sixty-five (65) or on the date the retiree becomes eligible for Medicare, whichever comes first. The affected Employee’s service retirement date must immediately follow the employment separation date for the Employee to be eligible to receive the supplemental health care benefit. The retiree may receive a payment for this benefit pursuant to verification provisions and the following schedule:

Years of Continuous Service	West-Comm Payment
10	Up to \$100.00 per month
15	Up to \$150.00 per month
20	Up to \$200.00 per month

SECTION 8. DENTAL INSURANCE PLAN. West-Comm shall pay one hundred percent (100%) of the “employee only” premium to a PERS dental insurance plan. Payment for dependent coverage in the dental insurance plan shall be the responsibility of the Employee. West-Comm will pick up the cost of Employee’s share of rate increases that occur within the Dental Plan, consistent with the current West-Comm Police Employee Association MOU contract.

SECTION 9. DENTAL PLAN DELETION. An affected Employee may, at his/her option, opt out of receiving any dental benefits under Section 8 above, and receive a monthly payment in-lieu of such dental benefits in the amount of five dollars (\$5) per month, which payment shall be included in the affected Employee’s payroll check as taxable compensation.

SECTION 10. VISION PLAN. West-Comm shall pay one hundred percent (100%) of the premium for a PERS vision insurance plan covering both Employee and eligible dependents. West-Comm will pick up the cost of rate increases that occur within the Vision Plan, consistent with the terms of the current West-Comm Police Employee Association MOU contract.

SECTION 11. LIFE INSURANCE PLAN. West-Comm shall pay one hundred percent (100%) of the premium for a term life insurance policy for the Employee in the amount of \$50,000. This plan shall also include coverage for Accidental Death and Dismemberment and Long-Term Disability insurance coverage paid by West-Comm. West-Comm will pick up the cost of rate increases that occur within the Life Insurance Plan, consistent with the terms of the current West-Comm Police Employee Association MOU contract.

SECTION 12. DISABILITY INSURANCE PLAN.

- A. West-Comm shall pay one hundred percent (100%) of the premium for a short-term disability plan that serves to supplement an employee’s compensation at a rate of up to two-thirds of base salary (to a maximum of \$1,425 per week) during a period of unpaid leave due to a non-work related medical leave of absence. An employee must meet eligibility requirements to receive benefits under this plan.
- B. West-Comm shall pay one hundred percent (100%) of the premium for a long-term disability plan that serves to supplement an employee’s compensation at a rate of two-thirds of base salary (to a maximum of \$5,700 per month) during a period of unpaid leave due to a non-work related medical leave of absence. An employee must meet eligibility requirements to receive benefits under this plan.

VACATION AND SICK LEAVE

SECTION 13. SICK LEAVE ELIGIBILITY AND ACCRUAL. The Police Communications Director shall be eligible to accrue paid sick leave.

The Police Communications Director shall accrue eight (8) hours of sick leave per calendar month for each calendar month that they have worked regularly scheduled hours and/or have

been authorized leave that provides for full pay for at least fifteen (15) days in the applicable month. Employee shall not carry-over more than two hundred and forty (240) hours of sick leave in any calendar year; however, excess unused sick leave (e.g., more than 240 hours accrued within a calendar year) may be cashed-out in an amount equal to fifty percent (50%) of Employee's base pay. For example, if Employee has earned 16 hours in excess of the maximum accrual at the end of the calendar year, then Employee shall be compensated for the excess 16 hours of unused sick leave in a buy-out amount equivalent to 8 hours of Employee's base pay.

ACCUMULATION AND PAYMENT PLAN. All regular full-time and part-time employees may convert unused sick leave to compensation pursuant to the following:

- a. A regular full-time or part-time employee with a minimum sick leave accumulation of one hundred twenty (120) hours as of December 1st, and opt to receive payment, during the subsequent December on a date determined by Cypress Human Resources, at a rate of fifty percent (50%) of current salary for one-half (1/2) of their annual unused sick leave.
- b. A regular full-time or part-time employee with a minimum sick leave accumulation of two hundred forty (240) hours as of December 1st, and opt to receive payment, during the subsequent December on a date determined by Cypress Human Resources, at a rate of one hundred percent (100%) of current salary for one-half (1/2) of their annual unused sick leave.
- c. Employees wishing to opt for payments stated in Section 13 (a), (b) above, must notify Cypress Human Resources by December 15th for payment in the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum of 48 hours prior to December 15, 2021, payment will be issued in December 2022 (if eligible). The maximum number of hours eligible for payout in December 2022 will be based on the sick leave hours used in the 2022 payroll year and may be less than the maximum requested. The sick leave hours for which the employee receives payment shall be deducted from their sick leave record with the remaining one-half (1/2) of the annual accumulated sick leave being continued as a credit to the employee's sick leave account.
- d. In accordance with the annual conversion policy set forth in Section 13 (a), (b) and (c) above, employees shall have the option of depositing their sick leave payment in a deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.
- e. Upon death, retirement, separation, or termination of a regular full-time or part-time employee having a minimum of four hundred eighty (480) hours of sick leave accumulation, said employee or their beneficiary is entitled to receive fifty percent (50%) compensation for accumulated sick leave.
- f. Upon death, retirement, separation, or termination of a regular full-time employee or part-time employee having a minimum of five (5) years of service and with between two hundred forty (240) and four hundred eighty (480) hours of sick leave accumulation, said employee or their beneficiary is entitled to receive payment for the difference between accumulated sick leave and two hundred forty (240) hours at fifty percent (50%) compensation.

In accordance with the payment plan set forth in Section 13 (e) and (f) above, upon separation, termination or retirement of an employee covered by this agreement, said employee shall have the option of depositing their sick leave payment in a deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

SECTION 14. VACATION ACCRUAL. The Police Communications Director shall accrue vacation leave in accordance with the following formula:

6.6670 hours for each month during the first (1st) year of employment (80 hours annually).

7.3334 hours for each month during the second (2nd) year of employment (88 hours annually).

8.0 hours for each month during the third (3rd) year of employment (96 hours annually).

8.6667 hours for each month during the fourth (4th) year of employment (104 hours annually).

9.3334 hours for each month during the fifth (5th) year of employment (112 hours annually).

10.0 hours for each month during the sixth (6th) year of employment (120 hours annually).

10.6667 hours for each month during the seventh (7th) year of employment (128 hours annually).

11.3334 hours for each month during the eighth (8th) year of employment (136 hours annually).

12.0 hours for each month during the ninth (9th) year of employment (144 hours annually).

12.6667 hours for each month during the tenth (10th) year of employment (152 hours annually).

13.3334 hours for each month during the eleventh (11th) year of employment and each month thereafter (160 hours annually).

MAXIMUM VACATION ACCRUAL. The maximum amount of vacation accrual is three hundred twenty (320) hours. The accrual of vacation shall cease when an employee's accumulated vacation is at the maximum provided. Additional vacation shall begin accruing when the employee's vacation balance falls below the maximum.

USE OF VACATION. Employees who have completed five (5) years or more of continuous service and who have taken 40 cumulative hours of vacation in their current anniversary year may elect to be paid for up to a maximum of 80 hours of accrued vacation in the following calendar year. Request for payment shall be made in writing to the Cypress Human Resource Department by December of the prior calendar year for the requested payment on the employee's anniversary date. For example, if an employee with an anniversary date of April 1st submits a payout request of 80 hours prior to December 15, 2022 and is deemed eligible to receive a payout, the employee will be paid 80 hours in April 2023.

SECTION 15. HOLIDAY DATES. The Police Communications Director shall have the following eleven (11) legal holidays (88 hours) and one (1) floating holiday (8 hours) for a maximum 12 yearly holidays (96):

New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

SECTION 16. AUTO ALLOWANCE. The Police Communications Director shall receive a \$100 per month auto allowance. The allowance shall cover local travel in which the employee utilizes their private vehicle for West-Comm business. The allowance is intended to provide for local business miles traveled in excess of the Employee's normal commute.

SECTION 17. TUITION REIMBURSEMENT PLAN. Upon receiving prior written approval from the Administrative Oversight Staff or designee, Employee shall be eligible to receive tuition reimbursement pursuant to the Limitations on Reimbursement set forth in this Resolution for course work leading to or as a prerequisite for a degree or certification which is directly related to the Employee's position and duties with West-Comm. Subject to the limitations in this Section 19, West-Comm shall reimburse an approved Employee's costs for required school fees such as tuition, registration fees, and books (collectively "School Fees"). Other fees such as parking, mileage activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- a. Courses, degrees and certifications must relate to the Employee's present job or be directly related to the Employee's potential development with West-Comm.
- b. Course work taken at recognized and accredited institutions shall be considered for reimbursement. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the Administrative Oversight Staff or designee.
- c. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.
- d. In the event an Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an Employee actually incurs, shall be eligible for reimbursement under this program.
- e. Upon completion of each course, the Employee shall be responsible for reporting grades to West-Comm for recording purposes and for supplying a copy of the grade receipt for the Employee's personnel file.

Reimbursement for books shall be paid upon proof of payment by the Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Section. Failure on the part of an Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement request, shall result in the Employee being ineligible for any future School Fees reimbursement, and may result in disciplinary action.

LIMITATIONS ON TUITION REIMBURSEMENT. The Police Communications Director shall not be reimbursed for qualified tuition reimbursements in an amount greater than two thousand dollars (\$2,000) per year.

SECTION 18. CELLULAR TELEPHONE ALLOWANCE. The Police Communications Director shall receive a monthly cellular telephone allowance of \$75.00, which payment shall be included in the affected employee's payroll check, as taxable compensation.

SECTION 19. MANAGEMENT PERFORMANCE RECOGNITION PROGRAM. The Administrative Oversight Staff (AOS) may recognize the outstanding performance of Executive Management and Mid-Management employees. Based upon criteria and the sole discretion of the AOS, the employee will be eligible to receive up to 5% of base salary within a 12-month period. Such amounts shall be payable in conjunction with an employee's performance review and represents a one-time payment.