



B. Monthly Salary Ranges Effective July 12, 2019

<u>POSITION</u>	<u>MONTHLY SALARY RANGE</u>
Dispatch Manager	\$7,691 – \$8,789
Police Communications Director	\$9,156 - \$10,771

PASSED, APPROVED AND ADOPTED at the meeting of the Board of Directors of the West Cities Police Communications Center Joint Powers Authority of Seal Beach, California held this eleventh day of June 2019.

\_\_\_\_\_  
Jon Peat, Chairperson

ATTEST:

State of California                    )  
County of Orange                    ) SS  
West-Comm of Seal Beach         )

I, Kasandra Bowden, Secretary of West-Comm, do hereby certify that the foregoing Resolution No. 19-01 was duly approved and adopted by the West-Comm Board of Directors at the meeting of said Board held on the eleventh day of June 2019, by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Kasandra Bowden, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Daudt, General Counsel

## EXHIBIT 'C'

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

**SECTION 1. SALARY.** Effective July 12, 2019 the salary range for the position of Police Communications Director will increase by two percent (2%).

\$9,156 – \$10,771

**SECTION 2. WORKERS' COMPENSATION COVERAGE.** Employees shall be covered by workers' compensation insurance coverage as provide by State law. West-Comm shall pay one hundred percent (100%) of the Employee's salary in lieu of temporary disability payments for the first five (5) scheduled working days of a work-related disability; thereafter, West-Comm shall pay eighty percent (80%) of salary for the remainder of the temporary disability eligibility period and shall not be charged as sick leave; provided, however, that no sick leave or vacation benefits shall accrue during this period of temporary disability. After one (1) year of salary continuation, the State rate for temporary disability shall apply.

### 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.

The following monthly West-Comm maximum contribution and employee minimum contribution benefit shall apply through December 31, 2019.

<b>Status</b>	<b>West-Comm Maximum</b>	<b>Employee Maximum</b>
Employee One	\$1,100	\$0
Employee + 1	\$1,100	\$5
Employee + Family	\$1,100	\$10

The following monthly West-Comm maximum contribution and employee minimum contribution benefit shall apply January 1, 2020.

<b>Status</b>	<b>West-Comm Maximum</b>	<b>Employee Maximum</b>
Employee One	\$1,200	\$0
Employee + 1	\$1,200	\$5
Employee + Family	\$1,200	\$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.

**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 (1<sup>st</sup>) year of employment (80 hours annually).

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

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

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

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

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

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

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

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

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

13.3334 hours for each month during the eleventh (11<sup>th</sup>) 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.

**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.