

**RESOLUTION NO. 17-02**

**A RESOLUTION OF THE WEST CITIES POLICE COMMUNICATIONS CENTER JOINT POWERS AUTHORITY ADOPTING PAY AND BENEFIT PLANS AND ESTABLISHING SALARY RANGES FOR THE NON-REPRESENTED EMPLOYEES IN THE CLASSIFICATIONS OF OFFICE ASSISTANT I/II, DISPATCH MANAGER, AND POLICE COMMUNICATIONS DIRECTOR**

WHEREAS, the West Cities Police Communications Center Joint Powers Authority (“West-Comm”), comprised of the Cities of Los Alamitos, Cypress and Seal Beach, has been established to provide for the delivery of police communications and dispatch center operations; and

WHEREAS, the West-Comm Board of Directors desires to establish by resolution, the salaries, fringe benefits and conditions of employment for employees in the service of West-Comm.

WHEREAS, the salary ranges for the non-represented classifications of Police Communications Director, Dispatch Manager and Office Assistant I/II were previously included in the Pay and Benefit Plans for the respective classifications.

WHEREAS, the West-Comm Board of Directors desires any updates to the salary ranges for the aforementioned classifications be presented separate from the Pay and Benefit Plans.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF WEST-COMM DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Pay and Benefit Plans attached hereto for the classifications of Office Assistant I/II (Exhibit A), Police Communications Director (Exhibit B), and Dispatch Manager (Exhibit C) is hereby effective July 14, 2017.

SECTION 2. That the Pay and Benefit Plans attached hereto shall only apply to Non-Represented employees of West-Comm in the classifications and assignments of Office Assistant I/II, Dispatch Manager, and Police Communications Director.

SECTION 3. That all provisions contained in the Pay and Benefit Plans attached hereto shall, where any conflict exists, supersede all previously adopted resolutions establishing salaries, fringe benefits and conditions of employment.

SECTION 4. That the salary ranges for the non-represented classifications of Office Assistant I/II, Dispatch Manager, and Police Communications Director be approved as follows:

A. Monthly/Hourly Pay Ranges Effective July 14, 2017

<u>POSITION</u>	<u>MONTHLY/HOURLY PAY RANGE</u>				
	A	B	C	D	E
Office Assistant II	\$3,518 \$20.2960	\$3,694 \$21.3141	\$3,878 \$22.3733	\$4,073 \$23.4972	\$4,277 \$24.6742
Office Assistant I	\$3,190 \$18.4012	\$3,350 \$19.3251	\$3,518 \$20.2960	\$3,694 \$21.3141	\$3,878 \$22.3733

B. Monthly Salary Ranges Effective July 14, 2017

<u>POSITION</u>	<u>MONTHLY SALARY RANGE</u>
Police Communications Director	\$8,843 – \$10,404
Dispatch Manager	\$7,429 – \$8,490

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 first day of November, 2017.

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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. 17-02 was duly approved and adopted by the West-Comm Board of Directors at the meeting of said Board held on the first day of November, 2017, by the following roll call vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

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Kasandra Bowden, Secretary

APPROVED AS TO FORM:

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Michael Daudt, General Counsel

## EXHIBIT 'C'

### WEST CITIES COMMUNICATION CENTER JOINT POWERS AUTHORITY PAY AND BENEFITS PLAN FOR DISPATCH MANAGER

**SECTION 1. SALARY.** Effective July 14, 2017 the salary range for the position of Dispatch Manager will increase by two percent (2%). Future adjustments to salary will be authorized by Board resolution separate from this pay and benefits plan.

**SECTION 2. WORKERS' COMPENSATION COVERAGE.** Employees shall be covered by workers' compensation insurance coverage as provided 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, but 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.** 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), 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 Dispatch Manager 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 that term is defined by the California Public Employees' Pension Reform Act of 2013 ("PEPRA") shall have the benefits that are required by PEPRA, which include, but are not limited to:

- A. Two percent (2%) @ 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).

**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 and Employee Minimum contribution shall apply:

<u>Status</u>	<u>West-Comm Maximum</u>	<u>Employee Minimum</u>
Employee Only	\$1,000	\$0
Employee + 1	\$1,000	\$5
Employee + Family	\$1,000	\$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. The 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 and 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.

**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. Such 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.

**SECTION 11. LIFE INSURANCE PLAN.** West-Comm shall pay one hundred percent (100%) of the premium for a term life insurance policy in the amount of \$50,000 for each eligible employee. 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.

**SECTION 12. DISABILITY PLAN SHORT-TERM.** West-Comm shall provide a short-term disability insurance program for the employee covered by this agreement. West-Comm shall pay one hundred percent (100%) of the premium for the employee's short-term disability insurance plan. Employee must meet eligibility requirements to receive benefits under this program.

**VACATION AND SICK LEAVE**

**SECTION 13. SICK LEAVE ELIGIBILITY AND ACCRUAL.** The Dispatch Manager shall be eligible to accrue sick leave with pay. The Dispatch Manager shall each accrue eight (8) hours of sick leave per calendar month for each calendar month that they each 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 Dispatch Manager shall accrue vacation leave in accordance with the following formula:

<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount (Hours)</u>
6.6670	1st year	(80 hours).
7.3334	2nd year	(88 hours).
8.0000	3rd year	(96 hours).
8.6667	4th year	(104 hours).
9.3334	5th year	(112 hours).
10.0000	6th year	(120 hours).
10.6667	7th year	(128 hours).
11.3334	8th year	(136 hours).
12.0000	9th year	(144 hours).
12.6667	10th year	(152 hours).
13.3334	11th year	(160 hours), and each month

thereafter.

**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.** Employees shall have the following ten (10) legal holidays (80 hours) and two (2) floating holiday (16 hours) for a maximum yearly holidays of 12 days (96):

New Year's Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day

**SECTION 16. MILEAGE REIMBURSEMENT.** Employees utilizing their private vehicle for West-Comm business shall be reimbursed for those miles traveled at the applicable Internal Revenue Service rate. The mileage is calculated from either the Employee's place of residence or West-Comm, depending on where the Employee departed from, to the arrival location. On an Employee's regularly scheduled work day, mileage shall be reimbursed only for those miles traveled in excess of the Employee's normal commute.

**SECTION 17. UNIFORM ALLOWANCE.** The Dispatch Manager is required to wear a uniform and shall receive a biannual uniform allowance of \$247.50, as taxable compensation. All uniforms shall be purchased by the Employee with the uniform allowance.

**SECTION 18. BILINGUAL PAY.** West-Comm shall provide bilingual pay of an additional seventy-five dollars (\$75) per month to those Employees who prove proficient in a language other than English as determined by the Administrative Oversight Staff to meet the needs of West-Comm. Said additional compensation shall be considered taxable compensation. The Administrative Oversight Staff or designee, shall determine competency testing to certify an Employee as eligible for bilingual pay. If an Employee fails to pass such competency testing to qualify for bilingual pay, said Employee may re-apply for eligibility at least three (3) months after testing. Upon certification, bilingual pay shall take effect the closest pay period after eligibility certification.

**SECTION 19. TUITION REIMBURSEMENT PLAN.** Upon receiving prior written approval from the Police Communications Director 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 Police Communications Director 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 Dispatch Manager shall not be reimbursed for School Fees in an amount greater than one thousand five hundred dollars (\$1,500) per year.

**SECTION 20. CELLULAR TELEPHONE ALLOWANCE.** The Dispatch Manager shall receive a monthly cellular telephone allowance of \$75.00. Such payment shall be included in the affected employee's payroll check as taxable compensation.