

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 "A"

**PAY AND BENEFITS PLAN FOR
NON-REPRESENTED OFFICE ASSISTANT I/ II EMPLOYEES**

Effective July 12, 2019

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ARTICLE 01
WAGES AND SALARY

Section 01.01. **BASIC COMPENSATION PLAN.** There is hereby established a basic compensation plan for all affected employees who are now employed or will in the future be employed in any of the designated classifications of employment listed in Attachment A hereto.

Section 01.02. **SALARY COMPENSATION PLAN.** Base salaries for employees covered by this Pay and Benefits Plan are listed in Attachment A hereto.

a. The compensation schedules attached hereto shall constitute the basic compensation plan consisting of five (5) steps or rates of pay. The respective steps shall be identified by the letters "A" to "E" inclusive.

b. The compensation schedules identified in Attachment A hereto include the following percentage increases:

- Two percent (2%) effective July 12, 2019

Section 01.03. **ADMINISTRATION OF BASIC COMPENSATION PLAN.** The salary steps contained in the compensation schedule in Attachment A hereto are monthly compensation rates. The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080. Payment of wages and salaries shall be administered in accordance with West-Comm's Personnel Rules and Regulations.

ARTICLE 02
REGULAR PART-TIME BENEFITS

Section 02.01 **REGULAR PART-TIME BENEFITS.** Regular part-time employees who are regularly scheduled to work 30 hours or more per week shall accrue holiday, vacation and other leave time and shall receive health benefits and all other benefits included in this memorandum of understanding at a rate of 75% or three quarter of the applicable benefits.

ARTICLE 03
OTHER WAGE AND HOURLY BENEFITS

Section 03.01. **OVERTIME WORKED.** All time worked by an employee beyond his/her regular work period shall be paid as set forth in West-Comm's Personnel Rules and Regulations.

Section 03.02. **EDUCATION INCENTIVE PAY.** Employees who have successfully obtained an associate or bachelor's degree from an accredited college or university shall be compensated over base salary by the following schedule.

Degree Additional Compensation:

Associate degree: \$100 per month
Bachelor's degree: \$200 per month

Compensation shall be based on achievements over and above the job requirements established in the position. Payment to employees shall be based on the highest achievement level only. All payments are subject to approval by the Police Communications Director or his/her designee.

Section 03.03. COMPENSATION TIME. Employees may elect to receive compensatory time off in lieu of pay for overtime. Employees shall be permitted to accumulate a maximum of one hundred sixty (160) hours of compensatory time and any hours in excess of one hundred sixty (160) hours shall be paid in cash at the overtime rate of pay until such time as the outstanding balance shall fall below one hundred sixty (160) hours. Employees, at his/her option may convert unused compensatory time off at any time during the year of carryover the accrued time into the following years.

Use of compensatory time shall be subject to the approval of the Director and the availability of minimum staffing. Upon termination of employment, employees shall be paid for accrued compensatory time at his/her hourly rate of pay at the time of termination. Said payment shall be made within thirty (30) days of termination.

ARTICLE 04
REGULAR APPOINTMENT PROBATIONARY PERIODS

Section 04.01. REGULAR APPOINTMENTS FOLLOWING PROBATIONARY PERIOD. The original appointment of employees shall be tentative and subject to a probationary period of twelve (12) months of actual and continuous service.

ARTICLE 05
CAREER DEVELOPMENT PROGRAM

Section 05.01. TUITION REIMBURSEMENT PLAN. Permanent employees receiving prior written approval from the Police Communications Director shall be eligible to receive tuition reimbursement 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 Article, West-Comm shall reimburse an employee's costs for required school fees such as tuition, registration fees, and books (collectively "School Fee's). Other fees such as parking, mileage, active 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 Police Communications Director.

- 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 Article. Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future School Fees reimbursement, and may result in disciplinary action.

Section 05.02. LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for School Fees in an amount greater than two thousand dollars (\$2,000) per year.

ARTICLE 06 MILEAGE REIMBURSEMENT

Section 06.01. MILEAGE REIMBURSEMENT. Employees utilizing their private vehicle for West-Comm business shall be reimbursed for those miles traveled in excess of the employee's normal commute at the applicable Internal Revenue Service rate.

ARTICLE 07 VACATION BENEFITS

Section 07.01 ACCRUAL INCREMENTS. All increments for accrual and use of vacation leave time shall be in hours or portions thereof. All permanent, full-time affected employees shall be eligible to accrue paid vacation leave. No temporary employees shall be eligible for any vacation accrual.

Section 07.02. VACATION ACCRUAL. Each permanent full-time probationary employee shall accrue vacation leave in accordance with the following formula:

- a. 6.6670 hours for each month during the first (1st) year of employment (80 hours annually).
- b. 7.3334 hours for each month during the second (2nd) year of employment (88 hours annually).

- c. 8.0 hours for each month during the third (3rd) year of employment (96 hours annually).
- d. 8.6667 hours for each month during the fourth (4th) year of employment (104 hours annually).
- e. 9.3334 hours for each month during the fifth (5th) year of employment (112 hours annually).
- f. 10.0 hours for each month during the sixth (6th) year of employment (120 hours annually).
- g. 10.6667 hours for each month during the seventh (7th) year of employment (128 hours annually).
- h. 11.3334 hours for each month during the eighth (8th) year of employment (136 hours annually).
- i. 12.0 hours for each month during the ninth (9th) year of employment (144 hours annually).
- j. 12.6667 hours for each month during the tenth (10th) year of employment (152 hours annually).
- k. 13.3334 hours for each month during the eleventh (11th) year of employment and each month thereafter (160 hours annually).

Vacation leave shall be deemed to have been accrued by the employee only at the end of the month in which the employee was in service of West-Comm. If employment begins prior to the sixteenth (16th) of the month, vacation leave shall be accrued for that month. If employment begins on or after the sixteenth (16th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with West-Comm, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month the higher rate shall be credited for that month. If the anniversary date is after the sixteenth (16th) day of the month the higher rate shall begin with the first (1st) day of the following month.

Section 07.03. MAXIMUM VACATION ACCRUAL. An employee's vacation hours shall not exceed the maximum amount of 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.

ARTICLE 08
HOLIDAY BENEFIT

Section 08.01. **HOLIDAY DATES.** All full-time permanent or probationary employees 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

Beginning the first pay period of the payroll year, as determined by the JPA Member Party designated to administer fringe benefits for West-Comm personnel, current employees shall be credited with one (1) floating holiday (8 working hours). Employees hired after the beginning of the payroll years, but before September 1 of the payroll year, will be credited with one (1) floating holiday. Floating holidays must be taken as paid time off in the payroll year of crediting. There shall be no cash payment for unused floating holidays.

An employee who separates from West-Comm who has taken credited, but unearned holiday hours is responsible for reimbursing West-Comm for the time taken at the rate of pay in effect on the date the time was taken. Whenever possible, West-Comm will make the appropriate deduction from the employee's final paycheck.

Section 08.02. **NO ACCRUAL OF HOLIDAY TIME.** Employees shall not be entitled to accrue holiday time from year to year. The employee should attempt to use such time before the end of the payroll year. However, if such time cannot be used by the end of the payroll year because of work scheduling requirements, the affected employee shall request a payoff of such unused holiday time before the end of the payroll year.

Section 08.03. **OTHER USES OF HOLIDAY LEAVE.** When a day designated as a holiday under the provisions of Section 08.01 falls on an eligible employee's scheduled day off, the holiday may be used at another time during the payroll year; or, the holiday may be paid as eight (8) hours of holiday overtime at the straight time rate as each holiday occurs within the pay period (no retroactive payments).

ARTICLE 09
SICK LEAVE

Section 09.01. **ELIGIBILITY.** Each regular and probationary employee shall be eligible to accrue sick leave with pay as provided for in this Article.

Section 09.02. ACCRUAL. Employees shall accrue eight (8) hours of sick leave per calendar month for each calendar month that the employee has worked regularly scheduled hours and/or has been authorized leave that provides for full pay for at least fifteen (15) working days in that month. There is no limit on the amount of sick leave an affected employee may accumulate.

ARTICLE 10
FLEXIBLE BENEFITS, INSURANCE AND RELATED BENEFITS

Section 10.01. FRINGE BENEFITS ADMINISTRATION. West-Comm, via the JPA Member Party designated to administer fringe benefits for West-Comm personnel, reserve the right to select the insurance carrier or administer any fringe benefits programs that now exist or may exist in the future.

In the administration of the fringe benefits programs, West-Comm, via the JPA Member Party designated to administer fringe benefits for West-Comm personnel, shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included in this Pay and Benefits Plan, provided that the benefits of the employees shall be no less than those in existence.

If any change of insurance carrier or method of funding for any benefits provided hereunder occurs, West-Comm via the West-Comm JPA Member Party designated to administer fringe benefits for West-Comm personnel, shall notify employees prior to any change of insurance carrier or method of funding the coverage.

Section 10.02. MEDICAL BENEFITS. West-Comm and the employees shall contribute the sums listed below per month per employee toward health insurance. The JPA will only pay up to the maximum contribution or the amount of the premium of the health plan selected by the employee, whichever is lower. The employee must pay either the cost of the premium not covered by the West-Comm maximum or the minimum contribution, whichever is higher.

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

Status	West-Comm Maximum	Employee Maximum
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.

Status	West-Comm Maximum	Employee Maximum
Employee One	\$1,200	\$0
Employee + 1	\$1,200	\$5
Employee + Family	\$1,200	\$10

Section 10.03. MEDICAL PLAN DELETION - IN-LIEU COMPENSATION. An employee cannot be enrolled in the 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, an employee may choose to not be enrolled in the PERS health plan. If an employee chooses to delete the health plan coverage, West-Comm, after determining that a minimum amount of health coverage is provided to the employee (by their spouse), shall pay a cash allowance of \$408 per month in-lieu of such medical benefits, which payment shall be included in the employee’s payroll check.

To be eligible for this “deletion” payment, the 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 the employee may re-enroll in the plan pursuant to the PERS health plan rules.

Section 10.04. FLEXIBLE BENEFITS PLAN. West-Comm, via the JPA Member Party designated to administer fringe benefits for West-Comm personnel, shall maintain a flexible benefit plan which will allow affected employees to utilize pre-tax dollars for health care, dependent day care and premium expense contributions.

Section 10.05. SUPPLEMENTAL HEALTH CARE BENEFIT - ELIGIBLE RETIREES. 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 occurs first. The 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:

<u>Years of Continuous Service</u>	<u>West-Comm Payment</u>
10	Up to \$100.00/month
15	Up to \$150.00/month
20	Up to \$200.00/month

Section 10.06. 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 10.07. **DENTAL PLAN DELETION.** An employee may, at his/her option, opt out of receiving any dental benefits under Section 13.06 above, and receive a monthly payment in-lieu of such dental benefits in the amount of five dollars (\$5.00) per month, which payment shall be included in the affected employee's payroll check.

Section 10.08. **VISION PLAN.** West-Comm shall pay one hundred percent (100%) of the premium for a PERS vision insurance plan covering both employees and eligible dependents. West-Comm will pick up the cost of rate increases that occur within the Vision Plan.

Section 10.09. **LIFE INSURANCE PLAN.** West-Comm shall pay one hundred percent (100%) of the premium for a term life insurance policy for each affected employee which shall be based upon a formula of one times the employee's annual salary rounded up to the nearest thousand dollars up to a maximum of paid coverage of \$50,000, i.e., an employee who earns \$20,100 would receive \$21,000. 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.

Section 10.10. **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.

Section 10.11. **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.

ARTICLE 11
RETIREMENT BENEFIT

Section 11.01. **PERS 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) for employees determined to be a "Classic" member. West-Comm will report these payments as being those of the employee so that they will be credited to the particular employee's individual account with PERS.

Eligible employees shall pay seven (7%) of salary towards their retirement benefits with PERS.

Employees hired after January 1, 2013 who are new to the California Public Employees Retirement System (PERS), or have had a 6 month or more break in service, are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA).

- 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).

ATTACHMENT A

COMPENSATION SCHEDULE

West-Comm Office Assistant I/II
Effective July 12, 2019

COMPENSATION SCHEDULE

Office Assistant I

2% Increase
Effective July 12, 2019
Monthly
Hourly
Annual

A	B	C	D	E
\$3,435	\$3,607	\$3,788	\$3,978	\$4,175
\$19.8173	\$20.8096	\$21.8538	\$22.9500	\$24.0865
\$41,220	\$43,284	\$45,456	\$47,736	\$50,100

Office Assistant II

2% Increase
Effective July 12, 2019
Monthly
Hourly
Annual

A	B	C	D	E
\$3,788	\$3,978	\$4,175	\$4,386	\$4,605
\$21.8538	\$22.9500	\$24.0865	\$25.3038	\$26.5673
\$45,456	\$47,736	\$50,100	\$52,632	\$55,260