

RESOLUTION NO. 21-02

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WEST CITIES POLICE COMMUNICATIONS CENTER,
JOINT POWERS AUTHORITY
AND
THE WEST-COMM POLICE EMPLOYEE ASSOCIATION**

July 1, 2021 - June 30, 2024

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ARTICLE 01
RECOGNITION OF THE ORGANIZATION

Section 01.01. **RECOGNITION.** The West Cities Police Communications Center Joint Powers Authority ("West-Comm") recognizes the West-Comm Police Employee Association ("Association") as the majority representative of employees in the bargaining unit, which includes West-Comm employees in the classifications and assignments of Dispatcher and Lead Dispatcher (hereinafter called the "affected employees") to this Memorandum of Understanding (hereinafter called the "Agreement" or "Memorandum").

Section 01.02. **MAJORITY REPRESENTATION.** West-Comm recognizes the Association as the majority representative of all affected employees for the purposes of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Sections 3500 et seq., when West-Comm rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

Section 01.03. **FILING OF PETITIONS.** This Agreement shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for this employee representation unit during the term of this Agreement; except that a Petition for Certification or a Petition for Decertification may be filed during a period beginning not earlier than one hundred and fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said agreement.

ARTICLE 02
NON-DISCRIMINATION PLEDGE

Section 02.01. **EMPLOYEE RIGHTS.** The parties mutually recognize and agree to protect the rights of all affected employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500 et seq.

Section 02.02. **NO DISCRIMINATION.** West-Comm and the Association agree that they shall not discriminate against any affected employee because of race, color, sex, age, national origin, ancestry, political or religious opinions or affiliations, marital status, disability, union membership, or medical condition as defined by State and Federal law.

West-Comm and Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

Section 02.03. **SAFETY.** West-Comm shall equitably apply all laws regarding work-related injuries. If required, West-Comm and Association shall utilize a West-Comm Safety Committee to address employee safety concerns.

ARTICLE 03
WEST-COMM PERSONNEL RULES AND REGULATIONS

Section 03.01. **PERSONNEL RULES AND REGULATIONS.** It is understood and agreed that there exists within West-Comm certain personnel rules, policies and practices contained in the Personnel Rules and Regulations, which will continue in effect, except for those provisions modified by this MOU, unless and until modified by mutual agreement of the parties (or unilateral implementation after the impasse process is completed) and enacted by the Board of Directors in accordance with state Law.

Except as provided herein all wages, hours, and other terms and conditions of employment presently enjoyed by affected employees set forth in the Personnel Rules and Regulations shall remain in full force and effect during the term of the MOU. West-Comm shall have the right to update said Personnel Rules and Regulations that do not affect or impact wages, hours and other terms and conditions of employment without the need to meet and confer over such rules and regulations.

ARTICLE 04
WEST-COMM RIGHTS

Section 04.01. **RESERVED RIGHTS.** West-Comm reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage West-Comm, as such rights existed prior to the execution of this Memorandum. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include but not be limited to the following rights:

- a. To manage West-Comm generally and to determine issues of policy;
- b. To determine the existence or nonexistence of facts which are the basis of the management decision;
- c. To determine the necessity or organization of any service or activity conducted by West-Comm and to expand or diminish services;
- d. To determine the nature, manner, means and technology and extent of services to be provided to the public;
- e. To establish methods of financing;
- f. To establish types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means, and size of the work force by which West-Comm operations are to be conducted;
- h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all West-Comm functions including but not limited to the right to contract for or subcontract any work or operation of West-Comm;

- i. To assign work to and schedule employees in accordance with requirements as determined by West-Comm, and to establish and change work schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards for West-Comm operations;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause, subject to employee's appropriate rights of appeal;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this Memorandum and West-Comm's Personnel Rules and Regulations;
- o. To determine policies, procedures and standards pertaining to West-Comm operations and activities;
- p. To establish employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in West-Comm which are not in contravention with this Agreement;
- s. To take any and all necessary action to carry out the mission of West-Comm in emergencies;
- t. To determine the mission of its operations, boards, and committees;
- u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

Section 04.02. IMPACT OF WEST-COMM RIGHTS. Except in emergencies, or where West-Comm is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of management's rights shall impact upon affected employees, West-Comm agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum. By agreeing to meet and confer with the Association as to the impact of the exercise of any of the foregoing management rights, it shall not diminish management's discretion in the exercise of those rights.

Section 04.03. **NO MANDATORY JOB SHARE POSITIONS.** No positions at West-Comm are required to be filled as job share positions. All positions at West-Comm may be filled, at West-Comm management's discretion, as a full-time or job share position, as needed.

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

Section 05.01. **ASSOCIATION PROHIBITED CONDUCT.** The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause nor condone any strike, walkout, slowdown, sick-out or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute a just cause for discipline. Taking joint action or joining with other labor organizations to engage in such activity is included in this prohibition.

Section 05.02. **WEST-COMM PROHIBITED CONDUCT.** West-Comm agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" does not include the following personnel actions, if such actions are in accordance with this Agreement or applicable law: discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employee.

Section 05.03. **ASSOCIATION RESPONSIBILITY.** In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 04.01 herein, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum, and require that all such persons immediately cease engaging in conduct prohibited in Section 04.01, and return to work.

If the Association acts in good faith to meet its responsibilities as set forth above, the Association, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any employees who are covered by this Agreement.

Section 05.04. **WEST-COMM RIGHTS.** Notwithstanding Section 04.03 herein, West-Comm shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Association, its officers, agents, representatives or members. Further, if the Association fails to diligently perform all responsibilities contained in Section 04.03, West-Comm may suspend any and all of the rights and privileges accorded the Association under West-Comm Resolution and this Agreement, including, but not limited to, the suspension of recognition of such employee association and the use by the Association of West-Comm bulletin boards and facilities.

ARTICLE 06
WAGE AND SALARY BENEFITS

Section 06.01. **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 Full Time Police Dispatcher and Full Time Lead Police Dispatcher.

Section 06.02. SALARY AND WAGE SCHEDULES. Base salaries effective during the term of this Agreement for employees covered by this Agreement are listed in Attachment A hereto.

The **Compensation Schedule** identified in Attachment A hereto includes the following annual percentage increases:

- Effective July 09, 2021, a three percent (3%) range adjustment
- Effective July 08, 2022, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum two percent (2%) to a maximum of two and a half percent (2.5%) range adjustment
- Effective July 07, 2023, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum two percent (2%) to a maximum of two and a half percent (2.5%) range adjustment

Section 06.03. ADMINISTRATION OF BASIC COMPENSATION PLAN. The compensation steps contained in the salary 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. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent. Payment of wages and salaries shall be administered in accordance with West-Comm's Personnel Rules and Regulations.

Section 06.04. ONE-TIME PAYMENT. Employees will receive a one-time non-PERSable gross payment of \$2,500. Payment will be included in a regular payroll within 40 days of ratification of this agreement.

The parties agree and stipulate that these payments shall not be deemed to be salary or performance-based compensation and shall not be considered special compensation or incentive pay and therefore, shall not be deemed in law to be reportable compensation to CalPERS. The gross distribution of each payment shall be subject to all mandated State/Federal withholdings and shall not be deemed an adjustment to any recipient's base salary, salary range or salary step. Furthermore, the payment will at no time be considered or used in the calculation of overtime compensation.

ARTICLE 07 **OTHER WAGE AND HOURLY BENEFITS**

Section 07.01. BILINGUAL PAY. West-Comm shall provide bilingual pay of an additional one hundred dollars (\$100) per month to those employees who prove proficient in the following languages: Spanish, Chinese, Korean and/or Vietnamese. Said additional compensation shall be calculated and paid as a flat amount. The Police Communications Director or his/her 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 07.02. SHIFT DIFFERENTIAL. An affected employee who actually works between the hours of 2:00 p.m. (1400 hours) and 2:00 a.m. (0200 hours) shall be eligible for shift differential pay in addition to the employee's regular salary. The shift differential

pay is intended to provide additional compensation to employees during “peak” hours of call activity volume at the Communications Center. Shift differential pay shall be equal to five percent (5%) of employee’s regular hourly rate and shall be paid for only those hours actually worked between the hours of 2:00 p.m. (1400 hours) and 2:00 a.m. (0200 hours) during the shift. Shift differential for any work performed outside of the Communications Center (e.g. off-site training) will only be paid to employees for a regularly scheduled work day.

Section 07.03. OVERTIME WORKED. All time worked by an affected employee beyond his/her regular work period shall be paid as set forth in West-Comm’s Personnel Rules and Regulations.

Section 07.04. EDUCATION INCENTIVE PAY. Effective upon hire, or at the time the employee successfully obtains an Associate’s or Bachelor’s degree from an accredited college or university, employee shall be compensated over base salary by the following schedule:

Employees hired before 7/1/2002:

<u>Degree</u>	<u>Additional Compensation</u>
Associate’s degree:	5.0% up to maximum of \$250 per month
Bachelor’s degree:	7.5% up to maximum of \$350 per month

Employees hired after 7/1/2002:

<u>Degree</u>	<u>Additional Compensation</u>
Associate’s 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 07.05. TRAINING DISPATCHER. During the time when an affected employee in the classification of Dispatcher or Lead Dispatcher is assigned as Training Dispatcher and engaged in conducting training, the Training Dispatcher shall receive additional compensation of two dollars (\$2.00) per hour for each hour worked as Training Dispatcher effective the pay period following ratification of this Agreement.

Section 07.06 COMPENSATORY 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 or carryover the accrued time into the following year.

Use of compensatory time shall be subject to the approval of the Police Communications Director and the availability of minimum staffing. Use of compensatory time may be in used in whole workday or partial workday increments. 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.

Section 07.07 COMMUNICATIONS OPERATOR IN CHARGE (COIC).

Employees in the Dispatcher classification who are assigned to act as the Communications Operator In Charge (COIC) shall receive additional pay of 5% for the hours worked in this assignment. An eligible employee is required to act in the capacity of a COIC for any shift without a Lead Dispatcher on-site at the Communications Center. Those eligible to act as a COIC, an employee must have two (2) years of experience working as a full-time police dispatcher. Assignment as a COIC is at the discretion of the Police Communications Director.

Section 07.08 PUBLIC SAFETY TECHNOLOGY LIAISON. One employee in the classification of Dispatcher and/or Lead Dispatcher is eligible to be assigned as the Public Safety Technology Liaison and shall receive an additional five percent (5%) compensation over the top-step base salary for the classification of Dispatcher.

ARTICLE 08
REGULAR APPOINTMENT PROBATIONARY PERIODS

Section 08.01. REGULAR APPOINTMENTS FOLLOWING PROBATIONARY PERIOD. The original appointment of employees shall be tentative and subject to a probationary period of eighteen (18) months of actual and continuous service. "Lateral" hires shall serve a probationary period of twelve (12) months of actual and continuous service.

ARTICLE 09
CAREER DEVELOPMENT PROGRAM

Section 09.01. TUITION REIMBURSEMENT PLAN. Permanent employees receiving prior written approval from the Police Communications Director shall be eligible to receive tuition reimbursement pursuant to this Agreement for coursework 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 affected 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. Coursework taken at recognized and accredited institutions shall be considered for reimbursement. Reimbursement for coursework taken at a non-accredited institution shall be subject to the sole discretion of the 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 09.02. LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for School Fees in an amount greater than two thousand dollars (\$2,000) per fiscal year.

ARTICLE 10
MILEAGE REIMBURSEMENT

Section 10.01. 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 11
UNIFORMS

Section 11.01. UNIFORM ALLOWANCE. All affected employees required to wear a uniform as a condition of their employment shall receive a biannual uniform allowance of \$300.00. All uniforms shall be purchased by the employee with the uniform allowance.

ARTICLE 12
VACATION BENEFIT

Section 12.01. ACCRUAL INCREMENTS. All increments for accrual and use of vacation leave time shall be in hours or portions thereof. There is no minimum usage requirement. All permanent, full-time affected employees shall be eligible to accrue paid vacation leave. No part-time or temporary employees shall be eligible for any vacation accrual.

Section 12.02. VACATION ACCRUAL. Each full-time permanent or 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 12.03. **MAXIMUM VACATION ACCRUAL.** An affected employee's available 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.

Section 12.04. USE OF VACATION. The time at which an employee's vacation is to occur shall be determined by the Police Communications Director with due regard for the wishes of the employee and particular regard for the needs of the service.

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 cash out 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 Police Communications Director 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 cash out request of 80 hours prior to December 15, 2021 and is deemed eligible to receive a payout, the employee will be paid 80 hours of unused vacation in April 2022. If on the anniversary date, the employee's accrued vacation balance is less than the requested payout – the payout will be limited to the actual accrued vacation hours available.

ARTICLE 13 **HOLIDAY BENEFIT**

Section 13.01. HOLIDAY DATES. All employees covered by the terms of this Agreement shall have the following eleven (11) legal holidays (88 hours) and one (1) floating holiday (8 hours) for maximum yearly holidays totaling 12 days (96 hours):

- 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
- One Floating Holiday per payroll year.

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 year, 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 13.02 NO ACCRUAL OF HOLIDAY TIME. Affected employees shall not be entitled to accrue holiday time from year to year. The affected 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 13.03 **EMPLOYEES REQUIRED TO WORK ON HOLIDAYS.** Any employee eligible for holiday pay, required to work on a day designated as a holiday under the provisions of Section 13.01 shall be paid at the straight time rate for the normal work hours on said day and, in addition, may elect to receive pay equal to and in lieu of time off for said holiday. Hours worked in excess of the normal work hours on such holiday shall be considered as overtime hours and shall be compensated for under the appropriate overtime pay provisions. Said additional pay equal to and in lieu of time off for said holiday shall be equal to the actual hours worked up to a maximum of eight (8) hours at the employee's regular straight time hourly rate of pay.

Any employee eligible for holiday pay, required to work on the following actual holidays; Christmas Eve, Christmas Day, Thanksgiving Day, Friday after Thanksgiving, or New Year's Day, shall be paid at the straight time rate for the normal work hours on said day and, in addition, may elect to receive pay equal to and in lieu of time off for said holiday. Hours worked in excess of the normal work hours on such holiday shall be considered as overtime hours and shall be compensated for under the appropriate overtime pay provisions. Said additional pay equal to and in lieu of time off for said holiday shall be equal to the actual hours worked up to a maximum of eight (8) hours at the employee overtime (time and one half) hourly rate of pay.

Section 13.04 **OTHER USES OF HOLIDAY LEAVE.** When a day designated as a holiday under the provisions of Section 13.01 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 14 **SICK LEAVE**

Section 14.01. **ELIGIBILITY.** Each full-time permanent and probationary full-time employee shall be eligible to accrue sick leave with pay as provided for in this Article.

Section 14.02. **ACCRUAL.** Employees subject to this Agreement 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.

Section 14.03. **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 14.03 (a), (b) above, must notify the Police Communications Director 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 14.03 (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 14.03 (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.

ARTICLE 15
FLEXIBLE BENEFITS, INSURANCE AND RELATED BENEFITS

Section 15.01 **FRINGE BENEFIT ADMINISTRATION.** West-Comm, via the JPA Member Party designated to administer fringe benefits for West-Comm personnel, reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

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 under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Agreement.

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

Section 15.02. **MEDICAL BENEFITS.** For the affected employees covered by the terms of this Agreement, 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 maximum contribution and employee minimum contribution benefit shall apply:

Effective January 1, 2022

<u>Status</u>	<u>West-Comm Maximum</u>	<u>Employee Minimum</u>
Employee Only	\$ 1,350	\$ 0
Employee + 1	\$ 1,350	\$ 5
Employee + Family	\$ 1,350	\$10

Effective January 1, 2023

<u>Status</u>	<u>West-Comm Maximum</u>	<u>Employee Minimum</u>
Employee Only	\$ 1,400	\$ 0
Employee + 1	\$ 1,400	\$ 5
Employee + Family	\$ 1,400	\$10

Section 15.03. **MEDICAL PLAN DELETION - IN-LIEU COMPENSATION.** An affected 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 or other coverage), shall pay a cash allowance of \$408 per month in-lieu of such medical benefits, which payment shall be included in the affected employee's payroll check.

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

Section 15.04. SECTION 125 FLEXIBLE BENEFITS PLAN. West-Comm, via the JPA Member Party designated to administer fringe benefits for West-Comm personnel, shall maintain a flexible benefits benefit plan which will allow affected employees to utilize pre-tax dollars for health care, dependent day care and premium expense contributions.

Section 15.05. 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 occurs 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:

<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 15.06. DENTAL INSURANCE PLAN. West-Comm shall pay one hundred percent (100%) of the "employee only" premium to a 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 for the duration of the current MOU contract, through June 30, 2024.

Section 15.07. DENTAL PLAN DELETION. An affected employee may, at his/her option, opt out of receiving any dental benefits under Section 15.06 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 15.08. VISION PLAN. West-Comm shall pay one hundred percent (100%) of the premium for a 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 for the duration of the current MOU contract, through June 30, 2024.

Section 15.09. 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 paid by West-Comm. West-Comm will pick up the cost of rate increases that occur within the Life Insurance Plan for the duration of the current MOU contract, through June 30, 2024.

Section 15.10. 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 two-thirds of base salary (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 15.11. 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.

Section 15.12 AFFORDABLE CARE ACT REOPENER ("ACA"). West-Comm may reopen negotiations regarding health insurance benefits in the event changes in, or interpretation of, the ACA requires changes to be made to the health insurance benefits provided by West-Comm in order to avoid or reduce penalties under the ACA.

ARTICLE 16
RETIREMENT BENEFIT

Section 16.01. 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). 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.

Employees shall pay seven percent (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 six-month or more break in service, are

subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA).

ARTICLE 17
FULL UNDERSTANDING AND
WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

Section 17.01. **FULL UNDERSTANDING.** This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. All provisions of existing West-Comm rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this Agreement shall remain in full force and effect, and are specifically not superseded by this Agreement.

Section 17.02. **WAIVER OF BARGAINING AGREED TO.** Except as specifically provided for herein, the parties to this Agreement, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this Agreement, with respect to any subject or matter covered herein, or with respect to any other matters within the scope of the meet and confer in good faith process. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying or amending this Agreement.

ARTICLE 18
EMERGENCY WAIVER PROVISION

Section 18.01. **WAIVER GRANTED.** In the event of circumstances beyond the control of West-Comm, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of West-Comm, which restrict West-Comm's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Memorandum will be reinstated immediately. The Association shall have the right to meet and confer with West-Comm regarding the impact on employees of the suspension of provisions in the Memorandum during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 19
SEPARABILITY PROVISION

Section 19.01. **SEPARABILITY DECLARED.** Should any provisions of this Memorandum be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum shall remain in full force and effect for the duration of this Memorandum. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE 20
TERM OF MEMORANDUM OF UNDERSTANDING

Section 20.01. TERM ESTABLISHED. The term of this Memorandum of Understanding shall commence effective July 1, 2021 after ratification by the Association bargaining unit members and adoption by the West-Comm Board, and shall continue in full force and effect until June 30, 2024.

ARTICLE 21
RATIFICATION AND EXECUTION

West-Comm and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adoption by the West-Comm Board. Subject to the foregoing, this Memorandum is hereby executed by the authorized representatives of West-Comm and the Association and entered into this .

WEST-COMM

By: [Signature] Date: 9/30/21
Matt Burton, Treasurer

By: [Signature] Date: 9/30/21
Kasandra Edwards, Police Communications Director

ASSOCIATION

By: [Signature] Date: 10-2-21
Michelle Hill, Association President

By: [Signature] Date: 9-30-21
Kathi Moen, Association Treasurer

By: [Signature] Date: 9/30/21
Cheryl Austin, Association Representative

ATTACHMENT A

**West-Comm Police Employee Association
Effective Pay Period Beginning July 9, 2021
3% Cost-of-Living Adjustment**

CLASSIFICATION	SALARY RANGES (Monthly/Hourly/Annual)					
	A	B	C	D	E	F
Lead Dispatcher	\$6,347	\$6,664	\$6,997	\$7,347	\$7,714	\$8,100
	\$36.6173	\$38.4462	\$40.3673	\$42.3865	\$44.5038	\$46.7308
	\$76,164	\$79,968	\$83,964	\$88,164	\$92,568	\$97,200
	A	B	C	D	E	F
Dispatcher	\$5,482	\$5,759	\$6,045	\$6,347	\$6,664	\$6,997
	\$31.6269	\$33.2250	\$34.8750	\$36.6173	\$38.4462	\$40.3673
	\$65,784	\$69,108	\$72,540	\$76,164	\$79,968	\$83,964

**West-Comm Police Employee Association
Effective Pay Period Beginning July 8, 2022
2.5% Cost-of-Living Adjustment**

CLASSIFICATION	SALARY RANGES (Monthly/Hourly/Annual)					
	A	B	C	D	E	F
Lead Dispatcher	\$6,506	\$6,831	\$7,172	\$7,531	\$7,907	\$8,303
	\$37.5346	\$39.4096	\$41.3769	\$43.4481	\$45.6173	\$47.9019
	\$78,072	\$81,972	\$86,064	\$90,372	\$94,884	\$99,636
	A	B	C	D	E	F
Dispatcher	\$5,619	\$5,903	\$6,196	\$6,506	\$6,831	\$7,172
	\$32.4173	\$34.0558	\$35.7462	\$37.5346	\$39.4096	\$41.3769
	\$67,428	\$70,836	\$74,352	\$78,072	\$81,972	\$86,064

**West-Comm Police Employee Association
Effective Pay Period Beginning July 7, 2023
2.5% Cost-of-Living Adjustment**

CLASSIFICATION	SALARY RANGES (Monthly/Hourly/Annual)					
	A	B	C	D	E	F
Lead Dispatcher	\$6,669	\$7,002	\$7,351	\$7,719	\$8,105	\$8,511
	\$38.4750	\$40.3962	\$42.4096	\$44.5327	\$46.7596	\$49.1019
	\$80,028	\$84,024	\$88,212	\$92,628	\$97,260	\$102,132
	A	B	C	D	E	F
Dispatcher	\$5,759	\$6,051	\$6,351	\$6,669	\$7,002	\$7,351
	\$33.2250	\$34.9096	\$36.6404	\$38.4750	\$40.3962	\$42.4096
	\$69,108	\$72,612	\$76,212	\$80,028	\$84,024	\$88,212