



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007

(916) 228-3070 – Fax (916) 228-3079

1:00 p.m.

Thursday, August 15, 2019

SPECIAL MEETING OF THE GOVERNING BOARD

10545 Armstrong Ave – Rooms #384-385

Mather, CA 95655-4102

The Board will convene in open session at 1:00 p.m.

Call to Order

Chairperson

Roll Call of Member Agencies

Secretary

Primary Board Members

Chris Costamagna, Chairperson

Mike McLaughlin, Vice Chairperson

Chad Wilson, Board Member

Tyler Wagaman, Board Member

Deputy Chief, Sacramento Fire Department

Fire Chief, Cosumnes Fire Department

Division Chief, Folsom Fire Department

Assistant Chief, Sacramento Metropolitan Fire District

Pledge of Allegiance

AGENDA UPDATE: An opportunity for Board members to (1) reorder the agenda; and (2) remove agenda items that are not ready for presentation and/or action at the present Board meeting.

PUBLIC COMMENT: An opportunity for members of the public to address the Governing Board on items within the subject matter jurisdiction of the Board. Duration of comment is limited to three (3) minutes.

RECESS TO CLOSED SESSION: Approximately 1 hour (1:00 – 2:30 p.m.)

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

District Negotiator(s)

Lindsay Moore, Counsel

Marc Bentovoja, Executive Director

Employee Organization(s)

Teamsters Local 150

Teamsters Local 856

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

a. Discipline/Dismissal/Release (2 matters)

b. Evaluation of Performance: Interim Executive Director

3. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

a. Pursuant to California Government Code Section 54956.9(b)

The Board will meet in closed session to discuss significant exposure to litigation.

One (1) potential case

RECONVENE TO OPEN SESSION: Begins at 2:30 p.m.

CONSENT AGENDA: Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as

00123801.1

* INDICATES NO ATTACHMENT

one unit unless a Board member requests separate discussion and/or action.

1. Board Meeting Synopsis (July 9, 2019) Page 4-7

PROPOSED ACTION: Motion to Approve Consent Agenda

ACTION ITEMS:

- 1. Resolution #5-19, Approval of Lease Purchase Agreement with Umpqua Bank*
(Documents provided under separate cover)
- 2. Ratify Agreement Between Teamsters Local 150 and Sacramento Regional Fire/EMS Communications Center Page 8-78

DISCUSSION/POSSIBLE ACTION:

- 1. Acknowledge Final Agreement Language Between Teamsters Local 856 And Sacramento Fire/EMS Communications Center Page 79-150

INFORMATION:

- 1. CAD Project Update* – (House)
- 2. Westnet Project Update* - (House)

CENTER REPORTS:

- 1. Medical Director *(Dr. Mackey will provide a written report)**

CORRESPONDENCE:

None.

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

BOARD MEMBER COMMENTS:

ADJOURNMENT:

The next scheduled Board Meeting is August 27, 2019.

Location: 10545 Armstrong Ave, Mather, CA 95655-4102

Time: 9:00 a.m.

Distribution: Board Members, Alternates, and Chiefs

Posted at: 10230 Systems Parkway, Sacramento, CA 95827

www.srfecc.ca.gov

10545 Armstrong Ave, Mather, CA 95655-4102

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director's Office at (916) 228-3070. Notification at least 48

00123801.1

**INDICATES NO ATTACHMENT*

hours prior to the meeting will enable the Center to make reasonable arrangements to ensure accessibility to this meeting.

POSTING:

This is to certify that on August 12, 2019, I posted a copy of the agenda:

- at 10230 Systems Parkway, Sacramento, CA 95827
- on the Center's website which is: www.srfecc.ca.gov
- 10545 Armstrong Ave, Mather, CA 95655-4102



Clerk of the Board

00123801.1

**INDICATES NO ATTACHMENT*

GOVERNING BOARD MEETING

July 9, 2019

GOVERNING BOARD MEMBERS

Deputy Chief Niko King	Sacramento Fire Department
Assistant Chief Tyler Wagaman	Sacramento Metropolitan Fire District
Chief Mike McLaughlin	Cosumnes Community Services District
Division Chief Chad Wilson	Folsom Fire Department

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

Marc Bentovoja	Interim Executive Director
Diane House	Deputy Director – Administration

OTHERS IN ATTENDANCE

Kim Kingsley Bogard	Counsel, SRFEC
Paul Zehnder	Deputy Chief, Cosumnes Community Services District
Janice Parker	Administrative Analyst, SRFEC
Jill Short	Local 856 Representative

The meeting was called to order and roll call taken at 9:00 a.m.

1. The Pledge of Allegiance was recited
2. There were no agenda updates.

In Chairperson Costamagna's absence (D/D King was in attendance as Sacramento Fire Alternate Representative), Vice Chairperson McLaughlin "chaired" the meeting.

3. There was no public comment.
4. **CLOSED SESSION:**

Closed session was convened at 9:01 a.m.

1. **CONFERENCE WITH LABOR NEGOTIATOR***
Pursuant to Government Code Section 54957.6

District Negotiator(s)	Lindsay Moore, Counsel Kylee Soares, Deputy Director, Operations
Employee Organization(s)	Teamsters Local 150 Teamsters Local 856

2. **PERSONNEL ISSUES***
Pursuant to California Governing Code Section 54957

- a. Discipline/Dismissal/Release (2 matters)
- b. Evaluation of Performance: Interim Executive Director

3. **CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation***

- a. Pursuant to California Government Code Section 54956.9(b)
The Board will meet in closed session to discuss significant exposure to litigation.
Two (2) potential cases
- b. Pursuant to California Government Code Section 54956.9(a)
The Board will meet in closed session to discuss one (1) case of pending litigation.

5. OPEN SESSION:

Open session was re-convened at 10:20 a.m.

The Board met in closed session and received an update regarding negotiations. Direction was given; no action was taken.

During closed session the Board received an update regarding two separate personnel issues.

The Board voted in closed session to accept the settlement offered by Tyler/New World for \$1.95 million dollars. There is a confidentiality clause, as well as an agreement to destroy Tyler/New World documents, to which we have agreed.

6. **CONSENT AGENDA:** Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

1. Board Meeting(s) Synopsis (June 25, 2019 Workshop & Special Board Meeting)

A motion was made by Division Chief Wilson and seconded by Assistant Chief Wagaman to approve the consent agenda.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion carried.

7. ACTION ITEMS:

1. Approve Contract Amendment(s) – Northrup Grumman Contract to Upgrade CAD System

- a. Amendment No. 1: Additional Hardware and Related Scope of Work Revisions
- b. Amendment No. 2: FitGap and Acceptance Criteria and Related Scope of Work Revisions
- c. Amendment No. 3: Updated Project Payment Milestones Schedule and Related Scope of Work Revisions

D/D House gave some brief background in support of approving these three amendments prior to the vote by the Board.

A motion was made by Assistant Chief Wagaman and seconded by Division Chief Wilson to approve the above listed three contract amendments.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion carried.

2. Approve Three-Party Escrow Agreement Between Center, Northrup Grumman and Iron Mountain

D/D House explained that once the Northrup Grumman software has been installed a copy of the software will be moved to Iron Mountain, as will any subsequent software updates.

A motion was made by Division Chief Wilson and seconded by Assistant Chief Wagaman to approve the Three-Party Escrow Agreement Between the Center, Northrup Grumman and Iron Mountain.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion carried.

8. DISCUSSION/POSSIBLE ACTION:

1. Discussion/Approval of PAD revision – Two Part-Time Office Specialist Positions Converted to One Full-Time Office Specialist

Upon approval of this revision the Center will begin the recruitment process to fill this full-time Office Specialist position.

A motion was made by Assistant Chief Wagaman and seconded by Deputy Chief King to approve the PAD revision as listed above.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion carried.

9. CENTER REPORTS:

There were no Center reports.

10. BOARD MEMBER COMMENTS:

Assistant Chief Wagaman said he appreciates that with each subsequent Board meeting we are facilitating forward progress. He is very confident in the future of the Center.

Division Chief Wilson concurred that he is pleased with the Center and the progress we are making.

Deputy Chief King said it is good to see how well we are progressing.

Chief McLaughlin said he has been involved with the Board for 5-1/2 years and he truly appreciates the comradery that exists with this current group of Board members.

He also said he was so impressed with the great performance by the dispatch staff on the 4th of July.

The meeting of the Governing Board was adjourned at 10:29 a.m.

The next scheduled Board Meeting is Tuesday, July 23, 2019, at 9:00 a.m., at Metro Headquarters, 10545 Armstrong Ave – Rooms #320, Mather, CA 95655-4102.

Respectfully submitted,



Janice Parker
Clerk of the Board

Chris Costamagna, Chairperson

Mike McLaughlin, Vice Chairperson

MEMORANDUM OF UNDERSTANDING

**SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER
and
TEAMSTERS LOCAL 150**

July 1, 2018 through June 30, 2021

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1. PREAMBLE

1.1 Parties

This Memorandum of Understanding (“MOU”) is made and entered into between the Sacramento Regional Public Safety Communications Center, hereinafter referred to as “Center,” and Teamsters Local 150, hereinafter referred to as “Local 150” or “Union,” in accordance with the provisions of California Government Code Section 3500 *et seq.* and Center Resolution #5-81 pertaining to employer-employee relations. A copy of Resolution #5-81 is posted at the work site.

1.2 Acceptance

This MOU shall not be binding on either party until accepted on behalf of the Center by motion or resolution of the Governing Board and on behalf of Local 150 by majority vote of the members of Local 150, as evidenced by the signature of an officer of Local 150 on this Agreement.

1.3 Members of the Bargaining Unit

The agreements contained herein shall pertain only to employees in the classification of Dispatch Supervisor.

1.4 Entire Agreement

It is the intent of the parties that this MOU sets forth all agreements and understandings between the Center and Local 150 pertaining to matters within the scope of representation. The Center retains the right to promulgate reasonable rules and regulations, as deemed appropriate by the Center, subject to the right of recognized employee organizations to consult with respect to any such rules and regulations which directly affect wages, hours or other terms and conditions of employment.

1.5 No Discrimination

The parties to this MOU agree that neither shall discriminate against any person in the administration of this MOU on account of race, color, religion, sex or national origin or any other basis as prohibited by federal and/or state law.

2. UNION MEMBERSHIP

2.1 General

2.1.1 No person employed in a bargaining unit position is required to be a member of the Union or pay an agency shop service fee to the Union.

2.1.2 The provisions of this Article (2) shall be in effect during the term of this MOU and during any mutually agreed upon extension of that term.

2.2 Bargaining Unit Member Information

2.2.1 New Unit Member

The following information concerning new bargaining unit members shall, as permitted by law, be delivered electronically to the Local 150 shop steward no later than thirty (30) days after the unit member's date of hire in a bargaining unit position:

1. Name
2. Job Title
3. Phone Numbers: work, home and personal cellular
(voluntary per Section 2.3 below)
4. Personal email address, if one is on file with the Center
(voluntary per Section 2.3 below)
5. Home address
(voluntary per Section 2.3 below)

2.2.2 Existing Bargaining Unit Member Information

a. On or about March 1, July 1, and November 1 of each calendar year, the following information shall be delivered electronically to the Local 150 shop steward for all bargaining unit members:

1. Name
2. Job Title
3. Phone Numbers: work, home and personal cellular
(voluntary per Section 2.3 below)
4. Personal email address, if one is on file with the Center
(voluntary per Section 2.3 below)
5. Home address
(voluntary per Section 5.6 below)

2.3 Voluntary Information

Upon written request of any unit member, the Center shall **NOT** disclose the unit member's home address, home telephone number, personal cellular phone number or personal email address to:

2.3.1 Local 150; or

2.3.2 any other person/organization (except as required by law).

2.4 Shop Stewards

The Union shall select one (1) unit member to serve as Shop Steward and one (1) unit member to serve as the Alternate Shop Steward. The Union will keep the Center advised, in writing at all times, of the identity of the unit members selected.

2.5 Payroll Deduction

Union dues may be paid to the Union through payroll deductions.

3. BULLETIN BOARDS

Local 150 may utilize one (1) Center-provided bulletin board, not to exceed three feet by four feet (3' x 4') in size, in the Center for the purpose of communicating normal and usual Union business to the membership. Specific placement of the bulletin board shall be determined by the Center management. The Local 150 unit representative shall be responsible for maintaining such a board.

4. CALLBACK

4.1 Definition

Call-back is unscheduled work. Call-back work occurs when either a unit member is (1) called back to work at the Center after completion of his/her shift and departure from the work site, or (2) assigned to perform actual (not simulated or voluntary training) dispatch service off Center property. Scheduled meetings, training, classes, presentations, etc., are not call-back situations.

4.2 Compensation

4.2.1 A unit member who is called back to work shall be compensated at time and one-half for a minimum of four (4) hours per call back.

4.2.2 If four (4) hours of work are not required of the unit member, the unit member may request to leave earlier. If approved by the Shift Supervisor, the unit member may leave and will only be compensated for actual hours worked.

4.2.3 A unit member who is contacted by either the Executive Director or the Deputy Director Operations, while in an off-duty status, may submit a time card for a minimum of one-half (½) hour of straight-time pay provided the contact:

4.2.3.1 required an immediate response;

4.2.3.2 was regarding official Center business and utilized the unit member's expertise;

4.2.3.3 was not the result of the unit member's failure to complete work or to leave a status report for the Center.

4.3 Adjacent to a Shift

This provision shall not apply to situations where a unit member is directed to report early for a unit member's assigned shift or held over. In such cases, compensation shall be for the actual time worked at time and one-half.

5. DISCIPLINARY ACTIONS

5.1 Definition

The Center may reprimand, suspend, discharge, or otherwise discipline unit members for cause. Counseling of unit members with respect to performance deficiencies and similar matters, whether oral or documented, shall be considered informal discipline and shall not be subject to Sections 5.2 through 5.4.

5.2 Commencement of Investigation

5.2.1 Except in extraordinary circumstances, a unit member shall be informed within twenty-one (21) calendar days of the initiation of an investigation that involves them.

5.2.2 The time period shall commence when the Deputy Director Operations or the Executive Director knew, or should reasonably have known, of the facts which resulted in the investigation.

5.3 Notice of Proposed Disciplinary Action

5.3.1 Notice of Proposed Disciplinary Action shall be provided to the unit member in writing and shall include:

5.3.1.1 a statement of the nature of the proposed disciplinary action;

5.3.1.2 the effective date of the proposed action;

5.3.1.3 a statement of the reasons for the discipline; and

5.3.1.4 the time and place at which he or she may answer the Notice of Proposed Disciplinary Action.

5.3.2 A duplicate of the Notice shall be sent to the Local 150 Business Agent.

5.4 Binding Arbitration

In the event the Center determines to proceed with the proposed discipline after the meeting set forth in Section 5.3.1.4, Local 150 may request binding arbitration pursuant to Step 3 of the grievance procedure. Such request shall be made within twenty-one (21) calendar days of service of the Center's determination to proceed with discipline.

5.5 Retention of Records

5.5.1 If a unit member who is the subject of proposed disciplinary action presents evidence which results in a withdrawal of the Notice of Proposed Disciplinary Action, all reference to that Notice shall be removed from the unit member's personnel file.

5.5.2 If requested by the unit member, in writing, material related to informal discipline (oral or documented counseling) previously imposed will be removed twelve (12) months after final resolution. Material related to formal discipline (written reprimand, suspension, discharge) previously imposed will be removed twenty-four (24) months after final resolution. This shall not apply in the following circumstances:

5.5.2.1 any other discipline has been imposed in the intervening months.

5.5.2.2 the prior discipline related to a federal or state law (e.g. sexual harassment, racial discrimination, etc.).

6. CENTER RIGHTS

The Center retains all rights and functions of management specifically provided for in Section 5 of Center Resolution #5-81 and nothing in this MOU is intended nor shall be construed to limit, other than as a matter of procedure, the Center's ultimate ability to exercise its management rights.

7. EDUCATION REIMBURSEMENT

7.1 Tuition, Books, etc.

The Center will reimburse unit members for tuition, books and educational fees in accordance with this Article.

7.2 Job Related

All course work or training must be job-related and pre-approved. The determination of job-related is not grievable. A denial, however, may be appealed from the Deputy Director Operations to the Executive Director. The decision of the Executive Director shall be final.

7.3 Eligibility for Reimbursement

7.3.1 There shall be a cap of Seven Hundred Fifty Dollars (\$750.00) per unit member per fiscal year.

7.3.2 The Center will reimburse, on completion of the course or training, provided the unit member either (1) received a grade of "C" or better; or (2) received a "pass" if the course was graded pass/fail.

7.3.3 The Center will reimburse unit members for costs associated with Center-directed training, seminars or classes in accordance with adopted Center policy.

7.4 Flex Time

Flex time may be utilized, with Center approval, provided it does not cause a back fill with overtime.

7.5 Education Incentives

7.5.1 For a unit member to earn the total allowable educational incentive, he/she must have registered, earned and obtained their degree through a regionally accredited college or university (WASC or equivalent). The submittals must include a copy of the diploma from the accrediting college. Each submittal will be reviewed on a case-by-case basis.

- Unit members who possess an Associate's degree from an accredited college or university (WASC or equivalent) shall receive one percent (1%) of base pay.
- Unit members who possess a Bachelor's degree from an accredited college or university shall receive two percent (2%) of base pay.

- Unit members who possess a current Emergency Medical Dispatch Quality Improvement (EMD-Q) certificate from a Center-recognized institution shall receive one percent (1%) of base pay. It shall be the responsibility of the unit member to assure that a current certificate is provided to the Center designee prior to expiration.

7.5.2 The stipends in 7.5.1 are cumulative (e.g. a unit member has the ability to earn up to four percent (4%) of base pay as an education incentive.)

8. EMPLOYEE RIGHTS

Notwithstanding the provisions of this MOU, unit members shall retain all rights provided for in Government Code section 3500 *et seq.* and Section 4 of Resolution #5-81.

9. LEAVES

9.1 Funeral Leave

9.1.1 Leave for Family Members

9.1.1.1 A unit member assigned to a shift shall be eligible for the lesser period of either five (5) consecutive days or three (3) consecutive shifts of leave without loss of pay for the purpose of arranging for and/or attending the funeral of a member of the immediate family. If the funeral is to be postponed (i.e. will not occur within seven (7) calendar days after the death), the unit member will advise the Center and the leave may be deferred to coincide with the actual funeral ceremony.

9.1.1.2 The unit member shall list the relationship to the deceased on the leave request form. For the purposes of this section, immediate family includes the unit member's spouse or domestic partner and the child, mother, father, step-mother, step-father, aunt, uncle, grandmother, grandfather, sister, brother, daughter-in-law, son-in-law of the unit member or the unit member's spouse or domestic partner. Also included is any person permanently domiciled in the unit member's household.

9.1.1.3 CTO/Vacation and/or leaves of absence will also be available if additional time away from work is required and can be accommodated by the Center.

9.1.1.4 Proof of the date of the funeral, acceptable to the Center, may be required.

9.1.1.5 Unit members not assigned to a shift shall be eligible for up to five (5) consecutive calendar days of leave, commencing no later than seven (7) calendar days after the death, without loss of pay for the purpose of arranging for and/or attending the funeral of a member of the immediate family.

9.1.2 Leave for Others

If a unit member has a funeral to attend of someone outside the defined immediate family, CTO/vacation time outside the normal vacation rules as outlined in Section 9.4 will also be available if the absence can be accommodated by the Center. Proof of the date of the funeral, acceptable to the Center, may be required.

9.1.3 Notice

The unit member should make every attempt possible to notify management when the use of funeral leave is anticipated.

9.2 Jury Duty Leave

9.2.1 Summons for Service

Unit members summoned for trial jury service in either State or Federal court will be released from scheduled duty without loss of pay for those periods during which they are required to be present at the courthouse.

9.2.2 Notice to Center

A unit member who is required to report for jury duty shall provide Center management with a copy of the notice promptly upon receipt. Management, after consultation with the unit member, shall contact the Jury Commissioner and arrange for a mutually satisfactory time for the unit member to satisfy the jury service obligation.

9.2.3 Temporary Reassignment

For the week in which their jury service obligation is scheduled, at the Center's option, the unit member may be reassigned to days with either an eight (8) or a ten (10) hour schedule (Monday through Friday). This day assignment may be performing dispatch duties on a day shift or may be to a special project. If the unit member is empaneled, and jury service extends beyond the original week, his/her modified assignment shall also be extended until the end of the week in which the trial is completed.

9.2.3.1 A unit member scheduled to work on the Sunday before a week of jury duty may elect to work a full or partial shift, only with the approval of the Deputy Director Operations and in compliance with Section 14.3.

9.2.3.2 A unit member may choose to work on the Saturday following a full week of jury duty only with the approval of the Deputy Director Operations and in compliance with Section 14.3.

9.2.3.3 Each unit member must, however, work at least their scheduled hours (either thirty-six (36) or forty-eight (48)) during a week of jury service as to not affect their pay.

9.2.3.4 Consistent with Paragraphs 9.2.3.1, 9.2.3.2, and 9.2.3.3, the goal is to transition the unit member back to his/her normal assignment at the earliest opportunity following completion of jury service.

9.2.3.5 In appropriate circumstances, this may result in the temporary transfer of one (1) or more unit members from the day shift to accommodate the jury duty unit member's temporary reassignment.

9.2.4 Return to Work

If a unit member has reported to the courthouse, and is released from jury service before 2:00 p.m., he/she shall return to work. A unit member who does not wish to return to work may call Center management and request permission to utilize vacation/CTO.

9.3 Sick Leave

9.3.1 Definition

Sick Leave, as used in this MOU, shall be defined as absence from work without loss of pay because of the unit member's non-service related illness or injury.

9.3.1.1 Accrued sick leave may be utilized in the case of illness of a minor child, or a parent (as defined in Labor Code Section 233), or any of the following persons who are living in the unit member's household: spouse, domestic partner, or grandparent.

9.3.2 Entitlement

9.3.2.1 Each unit member shall earn ten and one-half (10½) hours of sick leave per month of service.

9.3.2.2 Unit members shall be entitled to accumulate sick leave on an unlimited basis.

9.3.3 Verification

9.3.3.1 In accordance with the schedule set forth below, a unit member who is absent because of sick leave shall furnish a letter from their doctor stating that they have been examined and, in the doctor's professional opinion, are able to return to work.

- a) The letter shall further state whether the unit member has been unconditionally released to return to normal duties; if not unconditionally released, the doctor shall specifically list any applicable restrictions.
- b) Should any restrictions be placed upon the unit member's return, the Center shall have sole authority to determine whether the unit member shall return to work and under what conditions.

- 1) For unit members assigned to shifts, after six (6) consecutive shifts.
- 2) For unit members assigned to non-shift work, after five (5) consecutive work days.

9.3.3.2 The Center’s Policy on Excessive Use of Sick Leave will be located within a Center-provided Employee Handbook or Policy & Procedure manual developed through “Meet and Confer” with Center employee units.

9.3.3.3 As an incentive to promote appropriate use of sick leave, unit members who have rendered a minimum of five (5) continuous years of service with the Center at the time of retirement or resignation may choose to be compensated for the cash value of existing accrued sick leave based on the following schedule:

Years of Continuous Service	% of Cash Value (at straight time)
5 - 10	25%
11 - 15	35%
16 or more	50%

Notes:

1. *This shall not apply in the case of a separation for cause.*
2. *Any sick leave compensated pursuant to this provision shall not be eligible for conversion to Section 20965 Credit for Unused Sick Leave (see Section 20.6).*

9.3.4 Wellness Incentive

9.3.4.1 Unit members who use no sick leave in a period of six (6), continuous months shall be entitled to receive a wellness certificate to take one (1) workday off with pay.

9.3.4.1.1 The six (6) month measuring period shall be six (6) months immediately preceding the date the request is submitted (*see* 9.3.4.2. below).

9.3.4.1.2 This day must be taken within twelve (12) calendar months after issuance of the certificate.

9.3.4.1.3 Usage shall be in half (½) day or full day increments.

9.3.4.1.4 The certificate shall have no monetary value and is not transferable. The use and approval of the certificate shall be in the same manner as vacation pursuant to Article 9.4.

9.4 Vacation

9.4.1 Seniority Date

For purposes of Paragraph 9.4.2., “seniority date” shall be defined the same as it is in Article 23.1.1 (Seniority - Seniority Lists - List #1).

9.4.2 Entitlement

Each unit member shall be credited, on a monthly basis and in accordance with the seniority date schedule set forth below, the following hours of annual leave (vacation). In order to actually take vacation time, an employee must have worked at least six (6) months unless special circumstances exist.

Months	Annual	Monthly
136	96 hours (8 shifts)	8 hours
37 72	120 hours (10 shifts)	10 hours
73 108	144 hours (12 shifts)	12 hours
109 144	168 hours (14 shifts)	14 hours
145over	192 hours (16 shifts)	16 hours

9.4.3 Annual Vacation Bid

9.4.3.1 Each unit member assigned to twelve (12) hour shifts shall, by December 1st, bid at least one (1) consecutive work week of vacation. Each additional bid, in excess of one (1) work week, must be in full consecutive work week amounts (e.g., 36, 72, 108 hours).

9.4.3.2 Unit members assigned to other than twelve (12) hour shifts shall bid at least one (1) consecutive work week of vacation. Each additional bid, in excess of one (1) work week, must be in full consecutive work week amounts.

9.4.4 Requests During the Year

9.4.4.1 A request to utilize vacation during the year shall be processed on a first-received basis.

9.4.4.2 The Center shall not be required to grant, but shall not unreasonably deny, any request.

9.4.5 Cancellation of Vacation

9.4.5.1 Cancellation of vacation by a unit member may cause the provisions of Paragraph 9.4.6.2 to apply.

9.4.5.2 In appropriate circumstances, the Center may cancel vacation to maintain operational readiness. Prior to doing so, the Center will attempt to temporarily reassign a unit member to the shift in need.

9.4.6 Annual Leave Bank

9.4.6.1 No unit member may have credited to their account, at any time, more than twice their current year's accrual rate of vacation (e.g., a unit member with zero (0) to thirty-six (36) months of service could have one hundred ninety-two hours (192) credited to their account).

9.4.6.2 If a unit member has accumulated the maximum permitted, vacation accrual shall be suspended and the unit member shall accrue no additional vacation until the unit member's vacation accumulation is less than the maximum.

9.4.6.3 Should the Center cancel a unit member's scheduled vacation, the maximum permitted accrual for the next year may be exceeded by the number of hours cancelled.

9.4.7 Compensation Upon Separation

At the time of separation for any reason, a unit member shall be compensated at the unit member's then current base hourly rate, for all vacation earned, accumulated and not used up to and including the effective date of separation.

9.4.8 Prior Approval

No unit member shall take vacation without prior written approval from the Deputy Director Operations or the Executive Director. However, the on-duty supervisor may approve vacation time for himself/herself during that shift when staffing criteria allow for time off to be taken and no call back is needed.

9.4.9 Vacation Redemption

Once each calendar year, a unit member may elect to receive compensation from the Center for up to seventy-two (72) hours of accrued and unused vacation. To receive compensation, the unit member shall comply with the following requirements:

9.4.9.1 after the vacation redemption, the unit member must still have seventy-two (72) hours of accrued and unused vacation in his/her account;

9.4.9.2 he/she must have made an irrevocable, written notification to the Center (by the 15th of the calendar month preceding the month in which she/he intends to complete the vacation redemption) of the number of vacation hours to be redeemed;

9.4.9.3 he/she must have used, in the twelve (12) months immediately preceding the vacation redemption, not less than one (1) weeks' worth of vacation hours (may be thirty-six (36) hours or forty (40) hours);

9.4.9.4 his/her accrued vacation hours shall be reduced by the number of hours for which he/she is compensated. Compensation may be requested in a separate check or included in the unit member's regular monthly pay check.

9.5 FMLA/CFRA Leave

Other leaves granted by the Center pursuant to this MOU may satisfy (in full or in part) the Center's obligations under those statutes.

9.5.1 The Center shall provide each eligible unit member with leave as required by the California Family Rights Act (CFRA) and Federal Family and Medical Leave Act (FMLA).

9.5.1.1 Such leave, if required, is without pay.

9.5.1.2 Unit members on this leave of absence (maximum of twelve (12) weeks) shall:

- accrue seniority and shall continue to be covered under the Center's Health, Dental, Vision, Life and LTD programs with the Center making its normal contribution toward such coverage.
- NOT accrue additional sick leave and/or vacation.

9.5.2 Other leaves granted by the Center pursuant to this MOU may satisfy (in full or in part) the Center's obligations under those statutes.

9.6 Personal

- 9.6.1 Unit members who have completed the initial probationary period shall be eligible, at the sole discretion of the Center, for an unpaid personal leave of absence for a period not to exceed four (4) months. This leave of absence shall not be used for the purpose of seeking or being employed elsewhere.
- 9.6.2 Unit members serving a promotional probationary period shall, if the leave is granted, have the probationary period extended.
- 9.6.3 During this leave, the Center shall not refill the unit member's position on a permanent basis.
- 9.6.4 Unit members on a personal leave of absence shall not accrue seniority or any other benefits. Subject to lawful rules of the insurance provider, unit members may continue any insurance benefit by paying the Center for the full cost of the monthly premiums at least one (1) month in advance.

9.7 Pregnancy Disability Leave ("PDL")

9.7.1 Eligibility

All female unit members, regardless of length of service with the Center, shall be entitled to take a pregnancy disability leave if they are actually disabled by pregnancy.

9.7.2 Length of Leave

9.7.2.1 Leave of up to four (4) months may be taken, as needed, for the period(s) of time a unit member is actually disabled by pregnancy.

- Four (4) months means the number of days the unit member normally would work within that four (4) month period.
- For example, a full-time unit member who works five (5) eight-hour days per week would be entitled to up to eighty-eight (88) working days of leave, based on an average of twenty-two (22) working days per month for four (4) months.

9.7.2.2 A unit member who works fewer than five (5) days a week, or eight (8) hours per day, receives leave on a pro rata or proportional basis.

9.7.3 Intermittent Leave

The leave may be taken intermittently or in a reduced work schedule when medically advisable, as determined by the health care provider of the unit member.

9.7.4 Compensation

The leave is unpaid. A unit member may elect, however, to use accrued sick or vacation leave during the otherwise unpaid portion of the leave. The Center may require a unit member to use accrued sick leave during the otherwise unpaid portion of the leave.

9.7.5 Benefits

During the leave, a unit member will receive Center-paid benefits at the same level as if the unit member were not on leave. A unit member will continue to accrue seniority during the leave period.

9.7.6 Notice

A unit member must provide the Center at least thirty (30) days' advanced written notice before leave is to begin. If thirty (30) days' advance notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

9.7.7 Medical Certification of Need for Leave

The Center will require medical certification of the need for leave. The medical certificate should contain:

9.7.7.1 The date on which the unit member became disabled due to pregnancy;

9.7.7.2 The probable duration of the period or periods of disability; and

9.7.7.3 An explanatory statement that because of the disability, the unit member is either unable to work at all or is unable to perform any one (1) or more of the essential functions of her position, without undue risk to herself or to other persons, or to the successful completion of her pregnancy.

9.7.8 Release to Return to Work After PDL

The Center will require a unit member to obtain a release to return to work from her health care provider prior to returning to work.

9.7.9 Reinstatement After PDL

A unit member will be reinstated in accordance with FEHC § 7291.9.

9.8 Union Time Off

9.8.1 The Union may request that a representative be granted leave from duty for Union business (e.g. attending labor conventions and education conferences).

9.8.1.1 The Center shall grant such request if the leave does not unreasonably interfere with or disrupt the workings of the Center.

9.8.1.2 The Union shall reimburse the Center for the wages of the unit member's release time.

9.8.2 A Union Representative will be granted reasonable release time for the processing of grievances and meetings with Center management on matters directly related to the Center employer/employee relations.

9.8.3 In conjunction with a scheduled meet and confer session, one (1) unit member shall be granted reasonable release time, without loss of compensation or other benefits, to participate in the meet and confer session. The period of time shall be for the meet and confer session, any caucus during the session, and reasonable travel time from the unit member's duty location to the scheduled meeting location.

9.8.4 Not more than one hundred twenty (120) hours in any calendar year may be used for the purposes set forth in paragraphs 9.8.1, 9.8.2 and 9.8.3.

9.9 In Case of a RIF or Exercise of Management Rights

Notwithstanding any of the above, the Center shall not be prohibited from reorganizing, instituting a reduction in force or otherwise exercising its management rights, except that unit members on approved leaves of absence shall preserve all rights otherwise available to Center employees.

9.9.1 When a reduction in force (RIF) results in a separation from the Center, the Seniority List citing *Date of Hire* for all floor personnel shall be utilized. When a reduction in force results in a demotion of a Dispatch Supervisor, "List #1" citing *Promotion Date* shall be utilized.

9.10 Return to Work

9.10.1 Unit members who do not return to work prior to the expiration of the unit member's leave of absence shall be terminated from employment.

9.10.2 Notwithstanding paragraph 9.10.1, unit members who are unable to return to work due to a work-related injury or illness, for which the Center has paid workers' compensation benefits, shall be eligible for priority rehire with credit for prior service for an indefinite period of time provided a position exists for which the unit member is qualified.

9.11 Military

Unit members shall be eligible for leaves of absence for military duty in accordance with the requirements of applicable State and Federal law.

10. GRIEVANCE PROCEDURE

10.1 Definitions

- 10.1.1 **Grievance.** The term “grievance” as used in this MOU is limited to a complaint or request of a unit member or Local 150 which involves the interpretation or application of, or compliance with the provisions of this MOU which adversely affects the unit member.
- 10.1.2 **Grievant.** A “grievant” is the unit member or Local 150 who files the grievance.
- 10.1.3 **Time Limits.** Grievances not presented within the time limits established for each step of this procedure shall not be considered. However, any time limit set forth in this section (10) may be extended by mutual written agreement between the Center and the Union.
- 10.1.4 **Presentation.** A unit member and/or Local 150 representative may present a grievance while on duty, provided such presentations and discussions do not disrupt Center operations and are kept to a reasonable minimum. If the Center declines to schedule a timely-requested grievance presentation meeting, because the meeting would disrupt Center operations, time limits will be extended to allow for a later presentation.
- 10.1.5 **Day.** A “day” is a calendar day.
- 10.1.6 **Informal.** While not required, unit members are strongly encouraged to attempt informal resolution of all potential grievances.

10.2 Procedure

All grievances as defined herein shall be processed in accordance with this procedure. Local 150 may refuse to represent a grievant, and the Center may refuse to consider a grievance, in those circumstances where the aggrieved party has not followed this procedure.

- 10.2.1 **STEP 1.** Within thirty (30) days of the acts and/or omissions giving rise to the grievance or within thirty (30) days of time the unit member or Local 150 should reasonably have been aware of the acts and/or omissions which gave rise to the grievance, the grievance shall be presented in writing to the Deputy Director Operations. If the grievance is not resolved within fifteen (15) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.
- 10.2.2 **STEP 2.** Within fifteen (15) days of the written determination at Step 1, or within fifteen (15) days of the date the written determination was due at Step 1 if none was issued, the grievance may be presented to the Executive Director or his/her designee on the form provided for this purpose and incorporated herein by reference as Appendix A-2. The Executive Director

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or his/her designee shall conduct such investigation as he/she deems appropriate and shall issue a written determination within thirty (30) days of the date on which the grievance is first presented at Step 2. If the Executive Director or his/her designee fails to issue a written determination within the prescribed period of time, or if the determination is not satisfactory to the grievant, he/she may request that the matter be submitted to binding arbitration.

- 10.2.3 **STEP 3.** A request for binding arbitration by Local 150 at Step 3 of this procedure shall be made in writing to the Executive Director or his/her designee within twenty-one (21) days of the date on which the grievant received a copy of the written determination at Step 2. An arbitrator may be selected by mutual agreement between the parties. Should the parties fail to agree upon an arbitrator, they shall make a Joint request to the State Mediation and Conciliation Service (SMCS) for a list of five (5) names within ten (10) days of Local 150's request for binding arbitration. If the parties are unable to agree upon an arbitrator from the list, the alternate strike method shall be utilized. It shall be understood that the arbitrator will only interpret this MOU and will not have power to add to, delete from, or amend any part of this MOU. The arbitrator's decision shall be final and binding on the Center, Local 150 and the grievant. All fees and costs of the arbitrator and court reporter, if any, will be borne equally by the parties.

11. HEALTH INSURANCE AND OTHER BENEFITS

11.1 Medical Insurance Plans

Eligible unit members shall be provided medical insurance plans in accordance with options available to PERS contracting agencies.

11.2 Other Benefits

Eligible unit members shall be provided with dental and vision plans plus other insurances and benefits as set forth in Appendix B.

11.3 Center's Maximum Monthly Contribution

The Center's maximum monthly contribution toward the cost of all insurance benefits shall be as set forth in Appendix B.

12. HOLIDAYS

12.1 List of Holidays

Each unit member shall be entitled to compensation, for the following fourteen (14) holidays in accordance with Paragraph 12.2 below.

January 1 st	New Years Day
3 rd Monday in January	Martin Luther King Jr. Day
2 nd Monday in February	Lincoln's Birthday
3 rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4 th	Independence Day
1 st Monday in September	Labor Day
2 nd Monday in October	Columbus Day
November 11 th	Veterans Day
4 th Thursday in November	Thanksgiving Day
Friday after Thanksgiving	Day After Thanksgiving
December 24 th	Christmas Eve
December 25 th	Christmas Day
December 31 st	New Years Eve

12.2 Compensation

Pay for these fourteen (14) holidays shall be as follows:

12.2.1 Unit members assigned to a shift-based schedule (i.e. other than 5/8/40) shall have the following options:

12.2.1.1 Each November, the unit member shall make one of the following written elections for the coming calendar year:

- to receive pay for up to one hundred sixty-eight (168) holiday hours – see 12.2.1.2 below; or
- to receive one hundred twelve (112) holiday hours to be scheduled in the same manner as vacation.

12.2.1.2 If pay is selected:

- a. If the holiday falls on the unit member's regular day off and the unit member does not work – he/she shall be paid eight (8) hours of premium holiday at straight time (exclusive of FLSA). If the unit member is scheduled to work on a holiday and takes personal time off (VAC, CTO, etc.) he/she shall receive eight (8) hours premium holiday pay at straight time (exclusive of FLSA).

- b. If the holiday falls on the unit member's regular day off and the unit member works – he/she shall be paid regular pay (including FLSA if appropriate), plus premium holiday pay (at straight time) for the number of hours actually worked. However, if the unit member actually works less than eight (8) hours, he/she shall receive premium holiday pay (at straight time) for eight (8) hours.
- c. If the unit member works on a holiday which is not the unit member's regular day off – he/she shall be paid regular pay (including FLSA if appropriate) plus premium holiday pay (at straight time) for the number of hours actually worked.
- d. If the unit member takes, sick leave, he/she shall receive no premium holiday pay for hours taken off.
- e. This provision (12.2.1.2) applies only to shifts that *begin* on the holiday.

12.3 Eligibility

To receive pay for a holiday, the unit member must have been in full-paid status the unit member's regular shift immediately before, and immediately after, the holiday.

13. ON-CALL STATUS

13.1 Sign-Up

To cover for illnesses, other unforeseen circumstances, and/or to ensure adequate staffing, an on-call program has been established. Each Dispatch Supervisor who is assigned to work a shift-based schedule may sign up for an equally shared number of on-call shifts on his/her days off. Where the number of on-call shifts per employee is uneven, the extra shifts will be distributed in inverse order of seniority.

13.2 On-Call Period

Each on-call period will be fourteen (14) hours (day shift on-call will be 0500 to 1900, and night shift on-call will be 1700 to 0700). An on-call person will only be scheduled to work up to twelve (12) hours within that period, but must be available for contact/assignment during the entire period. The unit member will be given a designated time to report (this shall not be sooner than two (2) hours after contact). Except in cases of a specifically deferred start time, a unit member may report to work as soon as possible after contact.

13.3 Compensation

For each on-call shift, the unit member will be compensated Fifty Dollars (\$50.00).

13.3.1 Payment shall typically be made in the same manner as out-of-class. The Center shall process as soon as reasonably practical.

13.3.2 If the unit member is required to work, pay shall be calculated in the normal manner.

13.3.3 Unit members who are sick for their on-call day will not be compensated.

13.4 Day Shift/Night Shift

13.4.1 Unit members assigned to the day shift, who work the majority of their hours on the day-shift, must sign up for their on-call for the day shift time period.

13.4.2 Unit members assigned to the night shift, who work the majority of their hours on the night shift, must sign up for their on-call for the night shift time period.

13.4.3 Unit members whose shifts are equitably split (six [6] hours on days and six [6] hours on nights) shall sign up for their on-call for the night shift time period.

13.4.4 All unit members shall receive a mandatory ten (10) hours off between the overtime shift and their regularly scheduled shift.

13.5 Three Month Intervals

The on-call sign up list will be posted for three (3) month intervals (January-March, April-June, July-September, and October-December).

13.6 Shift Trades

Once each unit member has signed up for their required number of on-call shifts, these shifts can be traded with management approval.

14. OVERTIME

14.1 Advance Approval

All overtime shall be approved in advance.

14.2 FLSA

When unit members are directed to work overtime, such overtime worked on the Dispatch floor shall be paid at time and one-half (1.5) irrespective of FLSA status.

14.3 Adjusted Work Hours

14.3.1 Any unit member rendering more than fourteen (14) hours of consecutive service, who is regularly scheduled to return to the dispatch floor less than ten (10) hours following such service, shall have the option of:

14.3.1.1 Adjusting his or her start time to give ten (10) hours off;

14.3.1.2 Working his or her full scheduled hours;

14.3.1.3 In accordance with adjusted work hours, working the hours remaining in his or her regularly scheduled shift (employee will be compensated for total hours during work week); or

14.3.1.4 Receiving pay for the amount of hours worked on the preceding shift, report for duty ten (10) hours after preceding shift, and work an adjusted shift of twelve (12) consecutive hours.

15. OUT-OF-CLASS PAY

15.1 Higher Classification

When, at the sole discretion of the Center, a unit member is assigned to work in a higher classification:

15.1.1 at least one-half (½) of a full shift, he or she shall be compensated at his/her base rate of pay plus Fifty Dollars (\$50.00) per shift for the shift to which the person is assigned.

15.1.2 less than one-half (½) of a full shift, he/she shall be compensated at his/her base rate of pay plus one-half (½) the full shift rate (see 15.1.1).

15.2 Trainer

Dispatcher Supervisors assigned by the Deputy Director Operations to serve as a “trainer” shall receive a fifteen percent (15%) base hourly rate increase while performing trainer duties.

15.2.1 To serve as a “trainer” requires that the unit member prepare an evaluation, maintain training logs, etc. It does not include periods of time where the unit member is engaged in a “sit-along”.

15.2.2 Center Senior Staff shall meet and confer with Unit representatives prior to determining:

15.2.2.1 The qualifications needed to serve as a “trainer”; and

15.2.2.2 Who shall serve as a “trainer.”

16. PAYROLL DEDUCTIONS

The Center shall provide payroll deduction services for Local 150 dues and other programs approved by the Center when said deductions are authorized in writing by the unit member in a manner to be specified by the Center.

17. PROBATIONARY PERIOD

17.1 Initial Period

All unit members shall serve a probationary period of twelve (12) months.

17.1.1 The probationary period is a continuation of the selection process. During such time, probationary unit members may be released, at any time, at the sole discretion of the Center and without cause.

17.1.2 A regular unit member whose promotion is rescinded shall have the right to return to his/her former rank.

17.1.3 During the initial probationary period, a new unit member shall not have access to the grievance procedure.

17.2 Extension of Probation

The probationary period may be extended, at the sole discretion of the Center, if a unit member has not successfully completed training within the twelve (12) month period or if the unit member has missed at least fifteen (15) consecutive days of work.

17.2.1 A “work missed” extension shall not exceed the number of shifts/days the unit member missed. Pre-approved vacation shall not trigger this provision.

17.2.2 Written notice of the extension shall be provided to the unit member.

18. REDUCTIONS IN FORCE

18.1 Meet and Confer

Local 150 and the Center shall make every reasonable effort to cooperate so as to avoid economic or other circumstances which would require a reduction in Center staffing. This mutual obligation to reopen the meet and confer process extends to any provision of this MOU which relates to the circumstances which threaten to cause a reduction in force. If during its term the parties hereto should mutually agree to modify, amend or alter the provisions of this MOU in any respect, such changes shall be effective only when reduced to writing and executed by the authorized representatives of the Center and Local 150. Any such changes validly made shall become a part of this MOU and subject to its terms.

18.2 Board Decision

In the event the Governing Board, in its exclusive judgment, ultimately decides that a reduction in force shall be implemented, the Board shall specify the number of positions to be authorized within each job classification.

18.3 Procedures

The Executive Director or the Executive Director's designee shall then designate those unit members to be laid off in accordance with the following principles:

18.3.1 Unit members shall be laid off in inverse order of seniority by job classification.

18.3.1.1 A unit member laid off from a higher paying job classification shall, however, have the right to "bump" unit members in a lower paying job classification in which the higher paid unit member previously had permanent status.

18.3.1.2 A unit member who "bumps" to a lower paying job classification will be placed on the seniority list for that classification in accordance with Article 23.

18.3.1.3 For the purposes of this Article, seniority shall be determined within job classifications in accordance with Article 23.

18.3.2 In the event a unit member "bumps" to a lower paying job classification in accordance with the provisions of this Article, his/her salary shall be immediately reduced to the step of the lower salary range which would have applied had the unit member never been promoted to the higher paying position.

18.3.3 When vacancies occur within two (2) years after the date a unit member is laid off under this Article, the unit member shall be given the opportunity to be rehired or advanced to their former classification provided a vacancy

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exists in that classification, in accordance with seniority and prior to the employment of any new unit member in that classification; provided however, that such reduced or laid-off unit member meets the physical and other qualifying standards in effect at the same time that they had been previously appointed to the classification into which they seek to be returned. If any such reduced or laid-off unit member fails to report for duty within thirty (30) calendar days after the mailing to him/her of a written notice by registered mail to the last known address, he/she shall have lost the right to be rehired or advanced hereunder.

- 18.3.4 In the event that a unit member is advanced from one job classification to another job classification in accordance with the provisions of Paragraph 18.3.3. above, his/her salary shall revert to the step of the higher range that would have applied had there not been a reduction in job classification as a result of a general layoff.

19. REHIRES

19.1 Eligibility

A unit member in good standing who voluntarily separates from the bargaining unit is eligible to be rehired and/or reinstated within twelve (12) months of separation. The Center shall be the sole determiner of former employee eligibility with respect to this provision.

19.2 Seniority

A unit member rehired within twelve (12) months of a prior separation will retain the seniority date he/she had at the time of separation, which shall be adjusted in accordance with Article 23.3 to reflect the break in service.

19.3 Compensation

19.3.1 A rehired or reinstated unit member's salary shall be at the same step as when he/she separated from employment.

19.3.2 A rehired or reinstated unit member's date for step movement will be his/her date of rehire in accordance with Article 23.3 of this MOU.

19.4 Vacation and Sick Leave

19.4.1 Separation from Center Employment

19.4.1.1 All vacation and sick leave accrual will start from the date of rehire.

19.4.1.2 There shall be no entitlement to previous vacation or sick leave time based upon prior employment.

19.4.2 Separation from the Bargaining Unit

19.4.2.1 A unit member who separated from the bargaining unit but not from Center employment shall retain his/her vacation and sick leave accruals.

19.5 Probationary Period

All rehired and/or reinstated unit members will serve a probationary period of six (6) months.

20. RETIREMENT PLAN

20.1 PERS Contribution

20.1.1 Retirement benefits shall be provided to eligible unit members in accordance with the contract between the Center and the Public Employees Retirement System (PERS) effective July 1, 1981, and as amended effective December 1, 1983, December 1, 1984, June 10, 1997, December 1, 1999, March 1, 2007, April 1, 2012, April 1, 2013, and November 1, 2013.

20.1.2 The Center's PERS contract shall include:

- (a) A benefit formula of 2.7% @ 55 for individuals not meeting the definition of a new member according to the Public Employee's Pension Reform Act of 2013 (PEPRA), Section 7522.04(f) ("Classic" members).
- (b) A benefit formula of 2.0% @ 62 for individuals meeting the definition of a new member according to PEPRA, Section 7522.04(f) ("New" members).

20.2 1959 Survivor Benefits

Each unit member shall pay two dollars (\$2.00) per month for 1959 Survivor (Level 3) benefits.

20.3 Employer Paid Member Contributions (EPMC)

20.3.1 The Center shall pay the employee portion of retirement costs to a maximum of eight percent (8%) for Classic members. Pursuant to PEPRA, Section 7522.30, EPMC may not be paid for New members.

20.3.2 EPMC shall be treated as reportable compensation for purposes of PERS.

20.4 Sharing Additional Costs

20.4.1 Unit members receiving a benefit formula of 2.7% @ 55 shall contribute per the table at 20.4.2, below, of their PERS reportable compensation to defray the cost of optional benefits.

20.4.2 The table below lists maximum cost sharing amounts for the Center, as determined by CalPERS, December 3, 2010.

Amendment	Permanent Increases	Unfunded Accrued Liability Increase	Total Unfunded Accrued Liability Increase
2% @ 60 to 2% @ 55	1.730%	1.136%	
2% @ 55 to 2.7% @ 55	1.904%	2.916%	
Total until 12/1/2019:	3.634%	4.052%	7.686%
Total from 12/1/2019 to 3/1/2027:	3.634%	2.916%	6.550%
Total after 3/1/2027:	3.634%	0.000%	3.634%

20.5 Center Contribution to Retiree Health Benefit Premiums

20.5.1 Employee eligibility for Center contributions toward retiree medical benefit programs (to the cap set forth in Appendix B) shall be graduated according to the following schedule:

<u>Credited Completed Years of Continuous Service</u>	<u>Percentage of Center Contribution</u>
1	5%
2	10%
3	15%
4	20%
5	25%
6	30%
7	35%
8	40%
9	45%
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

20.5.2 Notwithstanding Section 20.5.1, a unit member employed on October 30, 2012, who would have less than twenty (20) years of continuous service with the Center by age 55, shall be entitled upon retirement from the Center to 100% Center contribution (to the cap set forth in Appendix B).

20.5.3 Any unit member hired on or after July 1, 2014, upon retirement from the Center, notwithstanding Appendix B, section 2.a.(3), shall receive a sum, not to exceed One Thousand Three Hundred Dollars (\$1,300.00) per month,

to be used towards Retiree Health Benefits for the unit member and qualified dependents. Any unused portion shall be retained by the Center. The One Thousand Three Hundred Dollars (\$1,300.00) shall be pro-rated according to the schedule set forth in Section 20.5.1.

20.5.4 Effective July 1, 2014, each unit member shall contribute to defraying the cost of Post-Employment Retirement Benefits by paying One Hundred Dollars (\$100.00) per month to the Center for placement in a fund that will be utilized to satisfy the future OPEB obligations of the Center.

20.6 Sick Leave Redemption Credit

On March 1, 2007, the Center signed an Amendment to its Contract with PERS. Under this Amendment, unused sick leave benefits may be converted for retirement credit as provided for in Section 20965 of the Public Employee's Retirement Law.

21. RULES AND REGULATIONS

The Center shall have the right to adopt reasonable Rules and Regulations subject to prior notice to Local 150 and the right to meet and confer on any matter within the scope of representation.

22. SAVINGS CLAUSE

If any Article or provision of this MOU or any portion thereof or the application of such to any person or circumstance is inconsistent with applicable law or is otherwise held to be invalid by a court of competent jurisdiction, the remainder of this MOU or the application of such portion to persons or circumstances other than those as to which it is held invalid shall not be affected.

23. SENIORITY

23.1 Seniority Lists

There shall be two (2) seniority lists for members of the bargaining unit. See Appendix D.

23.1.1 List #1 (Promotion Date) shall be:

23.1.1.1 based on the unit member's first day of paid service in a probationary capacity in the classification of Dispatch Supervisor (includes time in highest classifications);

23.1.1.2 used for shift bids, step raises, and reductions in force.

23.1.1.3 in the instance where more than one Dispatcher is promoted to the position of Dispatch Supervisor on the same day, seniority shall be based on actual date of hire. In the instance where the actual date of hire is the same, seniority shall revert to the seniority assigned at the onset of the Dispatch Recruit Academy.

23.1.2 List #2 (Center Hire Date) shall be:

23.1.2.1 based on the unit member's actual date of hire by the Center in a probationary capacity. The date shall be adjusted back to the first of the month if employed from the first (1st) through the fifteenth (15th) calendar day, and forward to the first of the next month if employed from the sixteenth (16th) calendar day through the end of the month.

23.1.2.2 used for leave accrual rates and longevity increases.

23.2 Additions to the Seniority Lists

23.2.1 New unit members are added to List #1 based on date of promotion to the classification of Dispatch Supervisor.

23.2.2 New unit members are added to the bottom of List #2 based on hire date by the Center.

23.3 Adjustment of Seniority Dates

23.3.1 There shall be no adjustment of seniority date on List #1 and/or List #2 for a Center employee who moves between units 856 and 150 without a break in service.

23.3.2 A unit member's placement on List #1, and/or List #2 shall be adjusted for any break in service, including any leave of absence (other than military), which extends for a period of more than ninety (90) calendar days.

23.3.3 Re-hired unit members shall have their placement on List #1 and/or List #2 adjusted to exclude time not employed.

24. SHIFT BID

24.1 Annual Shift Bid

- 24.1.1 Unit members shall “bid” for preferred shifts, by seniority as set forth in Appendix D, List #1, on an annual basis.
- 24.1.2 By September 15th of each year, the Center shall provide the Union with a list of authorized positions.
- 24.1.3 The Union shall conduct the annual shift bid and present the results to the Deputy Director Operations within fourteen (14) calendar days of receiving the list of authorized positions.
- 24.1.4 Within fourteen (14) calendar days of presentation of the results, the Center will confirm, or deny, assignments for the coming year.

25. TERM OF AGREEMENT AND REOPENERS

25.1 Term

The terms and conditions of this MOU shall remain in full force and effect from date of ratification through and including June 30, 2021, or:

- 25.1.1 Until earlier amended, modified, or superseded by a properly executed and accepted MOU between the parties, or
- 25.1.2 In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Governing Board of the Center, or
- 25.1.3 In the event of an emergency, upon notice to Local 150 from the Center, all of the portions of this MOU may be temporarily suspended. This suspension shall be subject to the right of Local 150 to subsequently meet and confer on the Center's emergency actions, or
- 25.1.4 In the event the Joint Powers Agency known as the Sacramento Regional Public Safety Communications Center is dissolved.

25.2 Reopeners

- 25.2.1 There shall be no reopeners for the term of this MOU.
- 25.2.2 Effective January 1, 2020, the salary schedule shall be improved by three percent (3%).

26. TESTING RELEASE TIME

Unit members who are scheduled to participate in promotional or certification examinations sponsored by the Center shall be released from duty for the period of time necessary to permit their participation in the examination process.

27. TRAINING

All parties recognize the importance of training in the professional development of the public safety dispatcher in order to meet the needs of the Center's internal and external customers. "Scheduled training" is training ordered by the Center.

- 27.1 Unit members who have been scheduled for training shall attend the scheduled training and shall only be excused in the case of serious illness or unforeseen emergency. As feasible, a unit member will be designated as an alternate to attend training in the place of the person who was actually scheduled should that person be unable to attend.
- 27.2 The Center may mandate staff to provide coverage for persons who must attend mandatory and update training.
- 27.3 All persons receiving scheduled training, unless occurring when a person is normally assigned to be at work as part of their regular shift, shall be compensated in accordance with Article 14.2.

28. UNIFORMS

28.1 Options

Each unit member may choose from the following four (4) options for attire in the performance of his/her duties:

1. Class A uniform;
2. Class B uniform;
3. Business professional attire; or
4. Business casual attire.

The attire shall be appropriate for the duties being performed. The Center shall meet and confer with affected unit representatives prior to adopting a policy that defines “Business Professional” and “Business Casual.”

28.2 Initial Hire

Upon initial hire by the Center, each unit member shall receive a voucher for a Uniform (Class A or Class B at the unit member’s option) (see Center Policy for description of uniform). This shall not apply in the case of promotions.

28.3 Annual Allowance

28.3.1 Commencing July 1, 2019, and each July thereafter of this contract, the unit member shall receive the sum of Five Hundred Fifty Dollars (\$550.00) to purchase additional uniforms or for uniform maintenance.

28.3.2 Effective January 1, 2019 and every January thereafter, each non-probationary unit member shall receive a uniform voucher in an amount not to exceed the cost of a Class A Uniform or Three Hundred Fifty Dollars (\$350.00).

28.4 Patches

The Center shall make patches available at no cost to unit members, through the uniform supplier, to be placed on all new uniforms purchased. When a uniform is taken out of service, the used patch shall be returned to the Center.

29. WAGES

29.1 Salary Schedule

Effective upon ratification, each unit member in the bargaining unit shall be paid in accordance with the unit member's placement on the salary schedule which is Appendix C, Base Salary Ranges Exclusive of FLSA.

29.2 Night Shift Differential

A night shift differential shall be paid to each unit member assigned to the 1900-0700 hour shift at the rate of Fifteen Dollars (\$15.00) per shift actually worked.

29.3 Longevity

The following non-cumulative longevity increments shall be paid to eligible unit members:

29.3.1 One Hundred Dollars (\$100.00) per month after ten (10) complete years of service.

29.3.2 An additional One Hundred Dollars (\$100.00) per month for each five (5) years of service completed following the first ten (10) years of service.

29.4 Placement/Advancement

29.4.1 All New Hires

New unit members shall be hired at that step which is commensurate with their education/experience, skills/abilities and recruitment difficulty.

29.4.2 Once placed on a salary range (assuming multiple steps in the range) advancement from one salary step to another shall occur on the unit member's promotion date and shall be contingent upon the absence of an unsatisfactory job performance evaluation and completion of the required length of service.

29.5 Other Than Shift-Based Assignments

29.5.1 Dispatch Supervisors selected and assigned by management to serve in other than shift-based assignments will work the forty-hour (40) work schedule, with an unpaid lunch, to be agreed upon by the Supervisor and their manager, with the Executive Director's approval. Dispatch Supervisors in this Administrative assignment (Training, Operations, and EMS) shall receive a fifteen percent (15%) pay incentive during such assignment. In the event that a Dispatch Supervisor elects to work operational overtime on a scheduled day off, he/she shall earn overtime based upon the Dispatch Supervisor's base pay step.

29.5.2 Dispatch Supervisors assigned/working a shift-based assignment and assigned Administrative responsibilities/duties (Training, Operations, EMS) as determined by the Deputy Director Operations shall be eligible for a ten percent (10%) base hourly rate increase for hours worked determined by the Deputy Director Operations. These incentives/responsibilities are only available while the corresponding administrative Supervisor position (Training, Operations, EMS) is vacant. *Note: This hourly rate increase cannot be in addition to an increase in base pay for assignment as a Trainer, referenced in section 15.2.*

29.6 Compensatory Time Off (CTO)

29.6.1 Accrual Limit. Unless requested by the unit member, and approved by Center management, no unit member shall earn CTO.

29.6.1.1 If CTO is granted, no unit member may have credited to his/her account more than eighty (80) hours of CTO at any time.

29.6.1.2 All hours worked, when the total of credited CTO exceeds eighty (80) shall be compensated in accordance with FLSA standards.

29.6.1.3 All CTO credited to a unit member's account shall be paid in cash to the unit member with the June payroll. Any CTO scheduled as time off in the month following the scheduled payout is exempt from this cash out.

29.7 Processing Payment of Wages

29.7.1 Unit members shall be paid once per month on the last day of the month:

29.7.1.1 Each paycheck shall include the unit member's regular hourly rate (i.e. straight time) for all regularly scheduled hours of work for the month of payment.

29.7.1.2 Overtime, FLSA, on call, night shift differential, out-of-class pay and holiday pay, earned during the payment period, shall be paid through the identified cutoff date found on the Payroll Calendar.

29.7.1.3 Any overtime, FLSA, on-call, night shift differential, out-of-class pay and holiday pay, not included in the paycheck for the payment period in which such amounts were earned, shall be paid on the next regular payday.

29.7.1.4 If the failure to include payments for overtime, FLSA, on-call, night shift differential, out-of-class pay and holiday pay, is due to error not attributable to the affected unit member(s), the Center shall make an "in lieu of payment" to the affected unit

member(s), as long as the payment error exceeds Fifty Dollars (\$50.00). If the payment error is Fifty Dollars (\$50.00) or less, the affected unit member(s) shall be paid on the next regular payday.

29.7.2 Should payroll not be processed in the manner set forth above, the parties shall attempt to resolve the problem informally.

29.8 Daylight Savings Time Schedule Adjustments

29.8.1 Fall: If time at work is extended by one (1) hour beyond the normal shift, the unit member shall be compensated for the additional one (1) hour at his/her overtime rate.

29.8.2 Spring: If time at work is decreased by one (1) hour short of the normal shift, the unit member will still be paid for his/her full shift.

30. WORKWEEK

30.1 Definitions

- 30.1.1 Shift: Twelve (12) consecutive work hours.
- 30.1.2 Work Day: Twenty-four (24) consecutive hours, beginning at 0700 and ending at 0659 the following calendar day.
- 30.1.3 Work Week: The work week begins at 0700 hours on Sunday and concludes at 0659 hours on the following Sunday.
- 30.1.4 The Center, in cooperation with Local 150, reserves the right to explore additional alternate work schedules, i.e., 4-10s, 5-8s, 9-80s etc.

30.2 Work Schedule

- 30.2.1 The work schedule shall be determined by the Center after consultation with affected unit members.
- 30.2.2 Unit members are required to work a normal work week, exclusive of overtime and paid leave. However, the Center has the discretion to assign other than a normal workweek to a unit member based upon the needs of the Center.
- 30.2.3 Nothing contained herein shall restrict management's right to assign, reassign or rotate personnel for the benefit of the Center and/or unit member needs.

IN WITNESS WHEREOF, the representatives of each party to this Memorandum of Understanding have affixed their signatures to this document on the dates set forth below.

SACRAMENTO REGIONAL
PUBLIC SAFETY COMMUNICATIONS
CENTER

TEAMSTERS LOCAL 150

By: _____

Marc Bentovoja
Interim Executive Director

Dated: _____

By: _____

[_____] Secretary/Treasurer

Dated: _____

By: _____

[_____] Local 150 Unit Representative

Dated: _____

By: _____

[_____] Local 150 Unit Representative

Dated: _____

By: _____

Mario Contreras
Local 150
Business Representative

Dated: _____

**SACRAMENTO REGIONAL PUBLIC SAFETY
COMMUNICATIONS CENTER
GRIEVANCE FORM**

NOTE: Before filing a formal written grievance, the grievant **is strongly encouraged to** attempt to resolve the grievance in an informal conference with his/her immediate supervisor. **The formal Step 1 written grievance must be filed within thirty (30) calendar days after the grievant knew or should reasonably have known** of the alleged violation of the Memorandum of Understanding.

Date of Informal Conference: _____ Supervisor Present at Informal: _____

1. List the specific Contract provision(s) alleged to have been violated:

ARTICLE ____ PARAGRAPH _____	ARTICLE ____ PARAGRAPH _____
ARTICLE ____ PARAGRAPH _____	ARTICLE ____ PARAGRAPH _____
ARTICLE ____ PARAGRAPH _____	ARTICLE ____ PARAGRAPH _____

2. The date, or date(s), on which the violation allegedly occurred:

3. Describe how the contract articles/paragraphs listed in #1 above were violated; facts must be provided.

(Attach additional sheets if necessary)

4. Explain why the supervisor's proposed solution at the informal level was not acceptable. Be specific.

(Attach additional sheets if necessary)

5. Specifically, what remedy do you want: _____

Date Submitted:	Date Received:
Grievant's Signature:	Received By:

6. Center's Step I Response: _____

(Attach additional sheets if necessary)

SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER STEP 2 GRIEVANCE APPEAL FORM

Date Step I filed:	Date Step I decision rendered: _____
--------------------	--------------------------------------

Reason(s) for Appeal:

Specific Remedy Sought:

Conference Requested: _____Yes _____No

Date Submitted:	Date Received:
Grievant's Signature:	Received By:

Center Response:

**SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER
INSURANCE AND OTHER BENEFITS**

The Center shall provide insurance and other benefits as set forth in this Appendix.

1. PLANS AVAILABLE

a. Medical Insurance

The Center shall provide each full-time unit member, and his/her dependents, with the option of enrolling in any medical insurance plan available through its contract with the Health Division of PERS.

b. Dental Insurance

Each full-time unit member, and his/her dependents, may enroll in the dental plan selected by the Center.

c. Vision Plan

Each full-time unit member, and his/her dependents, may enroll in the vision plan selected by the Center.

d. Life Insurance, Accidental Death and Dismemberment, and Long-Term Disability

Each full-time unit member shall be enrolled in the term life insurance, accidental death and dismemberment, and may be enrolled in long-term disability policies selected by the Center. Unit member pays for Long-Term Disability Insurance.

e. State Disability Insurance

Each full-time unit member shall participate in the State Disability Insurance (SDI) Program. Unit member pays for State Disability Insurance.

f. Employee Assistance Program

The Center shall provide each full-time unit member with access to the Employee Assistance Program selected by the Center. The Center shall pay the monthly premium for this plan.

2. MONTHLY PREMIUMS AND OTHER COSTS

a. Premiums

- (1) If actually required, and subject to the “pool” provisions set forth in Section 4, the Center will pay, up to the following amounts on behalf of a full-time unit member hired prior to July 1, 2014 unless the unit member exercises the Center’s Health Benefit (Medical, Dental, Vision) Opt-Out benefit option described below.

For Medical: The actual premium cost (at the lesser of Kaiser HMO or Blue Shield HMO) for employee plus one (spouse or child). Employee Only enrollees shall receive actual premium cost (employee’s choice of Kaiser HMO or Blue Shield HMO).

For Dental: The actual premium cost for employee plus one (spouse or child).

For Vision: The actual premium cost for employee plus one (spouse or child).

For Opt-Out Benefit:

Any unit member who chooses to Opt-Out of the Center’s Health Benefits (Medical, Dental and/or Vision) shall receive Four Hundred Fifty Dollars (\$450.00) per month. The unit member shall be required to sign an Opt-Out Benefit waiver.

- (2) For all new unit members hired on or after July 1, 2014, the Center will pay up to One Thousand Three Hundred Dollars (\$1,300.00) on behalf of a full-time unit member to be applied to Medical, Dental and/or Vision benefits. The provisions of Appendix B, Section 2.a. (3) are not applicable to these unit members. Any unused funds shall remain in the Center’s Health Benefit “Pool.” (Appendix B,4.)
- (3) On any January 1, for unit members hired prior to July 1, 2014, if the increase in the premium cost for any plan (medical, dental or vision) is greater than five percent (5%), the Center’s obligation shall be limited to five percent (5%) for that plan.
- (4) Only unit members actually enrolled in a Center-provided plan will receive an employer contribution for that insurance.

b. IRC Section 125 Plan

- 1) The Center shall establish, and maintain, an IRC Section 125 Plan for the benefit of its employees.
- 2) Monthly costs, if any, shall be borne by employees.

3. PAYROLL DEDUCTION

Any unit member who is enrolled in one or more of the plans set forth above which costs more than the Center's required specific monthly contribution is required to sign a payroll deduction form and pay the monthly difference by payroll deduction. Failure to execute a payroll deduction form will result in immediate cancellation of insurance for non-payment of premiums.

4. "POOL"

- a. Each December of this MOU, the parties shall meet to establish a "pool" to assist Full Family enrollees with over-cap costs.
- b. Members of the pool shall include all bargaining unit members and all non-represented (excluding contracted positions) employees at the Center.
- c. The pool shall be created by the difference in actual premiums (medical, dental and vision) between Employee Only enrollees (as of January 1) and the Employee + 1 cap.
- d. The pool dollars shall be distributed equally to Full Family enrollees (as of January 1) to establish the Full Family cap for the year. The amount distributed to a Full Family Member enrollee shall not exceed the actual cost of the plan in which they are enrolled. (The lesser of Kaiser or Blue Shield HMO). Any residual funds remaining in the pool will be equally distributed amongst the remaining non-full family enrollees.

**SALARY RANGES
DISPATCH SUPERVISOR
(Exclusive of FLSA)**

Eff. Ratification					
Hourly Rates					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Supervisor	36.31	38.13	40.03	42.03	44.14

Eff. January 1, 2020					
Hourly Rates					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Supervisor	37.40	39.27	41.23	43.29	45.46

SENIORITY LISTS**List #1**

(Shift/Vacation Bid/On call/Mandatory OT)

	First Name	Last Name	Employee ID	Promotion Date
1	Julee	Todd	510107	01/05/07
2	Tara	Poirier	510133	11/13/15
3	Casey	Quintard	510152	01/01/17
4	Elizabeth	Strong	510129	05/06/17
5	Ava Donna	Fender	510080	07/13/17

List #2

(RIF)

	First Name	Last Name	Employee ID	Hire Date
1	Ava Donna	Fender	510080	11/08/99
2	Julee	Todd	510107	02/10/03
3	Elizabeth	Strong	510129	12/06/04
4	Tara	Poirier	510133	09/19/05
5	Casey	Quintard	510155	03/02/09

LETTER OF UNDERSTANDING
between the
SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER
and the
TEAMSTERS LOCAL 150

The Sacramento Regional Public Safety Communications Center (“Center”) and Teamsters Local 150 (“Local 150” or “Union”) have recently completed negotiations for a successor collective bargaining agreement. While not a part of the collective bargaining agreement, the parties agree:

1. That the Center shall place the following concept in a Standard Operating Procedure (“SOP”):

Except with written Center approval, and the consent of the unit member, no unit member shall render service for more than sixteen (16) consecutive hours assigned to the dispatch floor. This shall not apply in cases of emergency or deployment.

Prior to modifying the SOP during the term of the successor collective bargaining agreement (ratification through June 30, 2021), the parties shall meet and confer regarding the effects of the change on wages, hours, terms and conditions of employment of unit members.

2. Any unit member employed on July 1, 2018 who retired between July 1, 2018 and December 31, 2018 (with at least twenty [20] years of service to the Center) shall receive a sum of money derived from a Performance/Longevity Bonus calculation similar to that performed for other unit members.
3. The Center’s Uniform Policy shall be subject to the meet and consult process utilizing the Joint Labor Management Committee.

FOR LOCAL 150

FOR THE SACRAMENTO REGIONAL
PUBLIC SAFETY COMMUNICATIONS
CENTER

By: _____

By: _____

Date: _____

Date: _____

00109915.1

SIDE LETTER
between the
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER
and the
TEAMSTERS LOCAL 150

(Access to New Employee Orientation for Bargaining Unit Members)

Assembly Bill No. 119 [2017] (“AB 119”) was approved by the Governor on June 27, 2017.

The Sacramento Regional Public Safety Communications Center (“Center”) and Local 150 (“150” or “Union”) have agreed to this Side Letter regarding Teamster access to the Center’s new employee orientation for bargaining unit members.

1. AB 119:
 - a. Imposed on public employers the mandatory obligation to provide an exclusive representative with access to new employee orientations for bargaining unit members.
 - b. Defines a new employee orientation as the on-boarding process pursuant to which new employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters. The on-boarding process can take place in person, on-line, or through other means or methods.
 - c. Requires the structure, time, and manner of an exclusive representative’s access to the on-boarding process implemented by the employer to be determined through mutual agreement between the employer and the exclusive representative.
2. As required by AB 119, the parties have negotiated the following structure, time, and manner provisions:
 - a. Except as permitted by statute, the Union shall be given not less than five (5) days’ notice in advance of a new employee orientation.
 - b. If the Center chooses to on-board in person, the Union shall be given thirty (30) minutes to discuss the rights and obligations created by the collective bargaining agreement and the role of the representative, and to answer questions.
 - c. If the Center chooses to on-board new employees utilizing an on-line process, it will meet and confer with the Union concerning how the Union will be given the opportunity to discuss (on-line) the rights and obligations created by the collective bargaining agreement and the role of the representative, and to answer questions.
3. General Provisions
 - a. This MOU shall remain in full force and effect from the date it is signed, through June 30, 2021.

00107378.2

- (1) It shall automatically renew each year commencing July 1, 2021 unless either party serves written notice upon the other party by the preceding April 1 of its desire to renegotiate its provisions.
 - (2) Absent mutual agreement by the Parties, there shall be no reopening of negotiations on this subject through June 30, 2021.
- b. The Legislature has acknowledged that AB 119 imposes a State-mandated local program. As a result, if the Center incurs costs in implementing the provisions of this MOU, and the State fails or refuses to reimburse the Center for those costs, the terms of this MOU shall be null and void and the Center shall be relieved of its obligations.

FOR LOCAL 150

FOR THE SACRAMENTO REGIONAL
PUBLIC SAFETY COMMUNICATIONS
CENTER

By: _____

By: _____

Date: _____

Date: _____

00107378.2

AGREEMENT

between the

SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER

and the

**FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS,
LOCAL UNION 856
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

July 1, 2018 through June 30, 2021

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1. PREAMBLE

1.1 Parties

This Agreement is made and entered into between the Sacramento Regional Public Safety Communications Center, hereinafter referred to as “Center,” and Freight Checkers, Clerical Employees and Helpers, Local Union 856 Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as “Local 856” or “Union,” in accordance with the provisions of California Government Code Section 3500 et seq. and Center Resolution #5-81 pertaining to employer-employee relations.

1.2 Acceptance

This Agreement shall not be binding on either party until accepted on behalf of the Center by motion or resolution of the Governing Board and on behalf of Local 856 by majority vote of the members of Local 856, as evidenced by the signature of an officer of Local 856 on this Agreement.

1.3 Members of the Bargaining Unit

The agreements contained herein shall pertain only to those eligible employees whose job classifications are included in the Dispatchers’ Bargaining Unit for which Local 856 has been formally recognized as exclusive representative. A list of those classifications is attached as Appendix A.

1.4 Entire Agreement

It is the intent of the parties that this Agreement sets forth all agreements and understandings between the Center and Local 856 pertaining to matters within the scope of representation. The Center retains the right to promulgate reasonable rules and regulations, as deemed appropriate by the Center, subject to the right of recognized employee organizations to consult with respect to any such rules and regulations which directly affect wages, hours or other terms and conditions of employment.

2. UNION MEMBERSHIP

2.1 General

2.1.1 Every person in a bargaining unit position has a right to be a member of the Union and enjoy the rights and privileges of such membership. However, Union membership or payment of agency fees is not a requirement for Center employment.

2.1.2 The provisions of this Article (2) shall be in effect during the term of this Agreement and during any mutually agreed upon extension of that term.

2.2 Bargaining Unit Member Information

2.2.1 New Unit Members

The following information concerning new bargaining unit members shall, as permitted by law, be delivered electronically to the Local 856 shop steward no later than thirty (30) days after the unit member's date of hire in a bargaining unit position:

1. Name
2. Job Title
3. Phone Numbers: work, home and personal cellular
(voluntary per Section 2.3 below)
4. Personal email address, if one is on file with the Center
(voluntary per Section 2.3 below)
5. Home address
(voluntary per Section 5.6 below)

2.2.2 Existing Bargaining Unit Member Information

On or about March 1, July 1, and November 1 of each calendar year, the following information shall be delivered electronically to the Local 856 shop steward for all bargaining unit members:

1. Name
2. Job Title
3. Phone Numbers: work, home and personal cellular
(voluntary per Section 2.3 below)
4. Personal email address, if one is on file with the Center
(voluntary per Section 2.3 below)
5. Home address
(voluntary per Section 2.3 below)

2.3 Voluntary Information

Upon written request of any unit member, the Center shall **NOT** disclose the unit member's home address, home telephone number, personal cellular phone number or personal email address to:

2.3.1 Local 856; or

2.3.2 any other person/organization (except as required by law).

2.4 Shop Stewards

The Union shall select one (1) unit member to serve as the Lead Shop Steward. The Union may select up to three (3) additional unit members to serve as Alternate Shop Stewards. The Union will keep the Center advised in writing, at all times, of the identity of the unit members selected.

2.5 Payroll Deduction

Union dues may be paid to the Union through payroll deductions.

3. BULLETIN BOARDS

Local 856 may, at its own expense, place one Union bulletin board, not to exceed three feet by four feet (3' x 4') in size, in the Center for the purpose of communicating normal and usual Association business to the membership. Specific placement of such a board shall be subject to the approval of the Center management. The Local 856 Lead Shop Steward shall be responsible for maintaining such a board.

4. CALL-BACK

4.1 Definition

Call-back is unscheduled work. Call-back work occurs when a unit member is either (1) called back to work at the Center after completion of his/her shift and departure from the work site or (2) assigned to perform actual (not simulated or voluntary training) dispatcher service off Center property. Scheduled meetings, training, classes, presentation, etc., are not call-back situations.

4.2 Compensation

4.2.1 A unit member who is called back to work shall be compensated at time and one-half for a minimum of four (4) hours per call back.

4.2.2 If four (4) hours of work are not required of the unit member, the unit member may request to leave earlier. If approved by the Shift Supervisor, the unit member may leave and will only be compensated for actual hours worked.

4.3 Adjacent to a Shift

This provision shall not apply to situations where a unit member is directed to report early for a unit member's assigned shift or held over. In such cases, compensation shall be for the actual time worked at time and one-half.

4.4 Commencement of Compensated Time

When an individual is called at home and directed to report to work, compensated time does not begin until the individual is actually at the place where work is to be accomplished.

5. DISCIPLINARY ACTIONS

5.1 Definition

The Center may reprimand, suspend, discharge, or otherwise discipline unit members for cause. Counseling of unit members with respect to performance deficiencies and similar matters, whether oral or documented, shall be considered informal discipline and shall not be subject to Sections 5.2 through 5.5.

5.2 Commencement of Investigation

5.2.1 A unit member shall be informed within twenty-one (21) calendar days of the initiation of an investigation that involves them.

5.2.2 The time period shall commence when the Deputy Director of Operations or the Executive Director knew, or should reasonably have known, of the facts which resulted in the investigation.

5.3 Notice of Proposed Disciplinary Action

5.3.1 Notice of Proposed Disciplinary Action shall be provided to the unit member in writing and shall include:

5.3.1.1 a statement of the nature of the proposed disciplinary action;

5.3.1.2 the effective date of the proposed action;

5.3.1.3 a statement of the reasons for the discipline; and

5.3.1.4 the time and place at which he or she may answer the Notice of Proposed Disciplinary Action.

5.3.2 A duplicate of the Notice shall be sent to the Local 856 Business Agent.

5.4 Withdrawal of Notice

In the event the unit member who is the subject of the proposed disciplinary action presents evidence which results in the withdrawal of the Notice of Proposed Disciplinary Action, all reference to said Notice shall be removed from the unit member's personnel file.

5.5 Binding Arbitration

In the event the Center determines to proceed with the proposed discipline after the meeting set forth in 5.3.1.4, Local 856 may request binding arbitration pursuant to Step 3 of the grievance procedure. Such request shall be made within twenty-one (21) calendar days of service of the Center's determination to proceed with discipline.

5.6 Retention of Records

5.6.1 If a unit member who is the subject of proposed disciplinary action presents evidence which results in a withdrawal of the Notice of Proposed Disciplinary Action, all reference to that Notice shall be removed from the unit member's personnel file.

5.6.2 If requested by the unit member, in writing, material related to informal discipline (oral or documented counseling) previously imposed will be removed twelve (12) months after final resolution. Material related to formal discipline (written reprimand, suspension, discharge) previously imposed will be removed twenty-four (24) months after final resolution. This shall not apply in the following circumstances:

5.6.2.1 any other discipline has been imposed in the intervening months.

5.6.2.2 the prior discipline related to a federal or state law (*e.g.* sexual harassment, racial discrimination, *etc.*).

6. CENTER RIGHTS

The Center retains all rights and functions of management specifically provided for in Section 5 of Center Resolution #5-81 and nothing in this Agreement is intended nor shall be construed to limit, other than as a matter of procedure, the Center's ultimate ability to exercise its management rights.

7. EDUCATION REIMBURSEMENT

7.1 Tuition, Books, etc.

The Center will reimburse unit members for tuition, books and educational fees in accordance with this Article.

7.2 Job Related

All course work or training must be job related and pre-approved. The determination of job-related is not grievable. A denial, however, may be appealed from the Deputy Director of Operations to the Executive Director. The decision of the Executive Director shall be final.

7.3 Cap on Expenditures

There shall be a cap of Five Hundred Dollars (\$500.00) per unit member per fiscal year. Further, not more than Two Thousand Five Hundred Dollars (\$2,500.00) may be required of the Center pursuant to this Article for all unit members in any fiscal year.

7.4 Eligibility for Reimbursement

7.4.1 The Center will reimburse, on completion of the course or training, provided the unit member either (1) received a grade of “C” or better; or (2) received a “pass” if the course was graded pass/fail.

7.4.2 The Center will only reimburse for education completed after the second anniversary of the unit member’s employment with the Center.

7.5 Requests Exceed the Cap

If requests exceed the cap set forth in Paragraph 7.3, eligibility for reimbursement shall be based on the date a unit member first requested pre-approval of the course (i.e., “first-received”). Should the unit member fail to satisfy the requirements in Paragraph 7.4, opportunity for reimbursement shall then be offered to the next eligible unit member.

7.6 Flex Time

Flex time may be utilized, with Center approval, provided it does not cause a back fill with overtime.

7.7 Non-Working Time

Pre-approval of course work or training is for the purpose of reimbursement only and does not convert the hours spent in such course work or training to working time.

7.8 Education Incentives

7.8.1 For a unit member to earn the total allowable educational incentive, he/she must have registered, earned and obtained their degree through a regionally accredited college or university (WASC or equivalent). The submittals must include a copy of the diploma from the accrediting college. Each submittal will be reviewed on a case-by-case basis.

- Unit members who possess a Bachelor's degree from an accredited college or university shall receive one percent (1%) of base pay.
- Unit members who possess a Master's degree from an accredited college or university shall receive one and one-half percent (1.5%) of base pay.

7.8.2 The incentives in 7.8.1 are cumulative.

8. EMPLOYEE RIGHTS

Notwithstanding the provisions of this Agreement, unit members shall retain all rights provided for in Government Code section 3500 et seq. and Section 4 of Resolution #5-81.

9. LEAVES

9.1 Funeral Leaves

9.1.1 Leave for Family Members

9.1.1.1 A unit member shall be eligible for the lesser period of either five (5) consecutive calendar days or three (3) consecutive shifts of leave without loss of pay for the purpose of arranging for and/or attending the funeral of a member of the immediate family. If the funeral is to be postponed (i.e. will not occur within seven (7) calendar days after the death), the unit member will advise the Center and the leave may be deferred to coincide with the actual funeral ceremony.

9.1.1.2 The unit member shall list the relationship to the deceased on the leave request form. For the purposes of this section, immediate family includes the unit member's spouse or domestic partner and the child, mother, father, step-mother, step-father, aunt, uncle, grandmother, grandfather, grandchild, sister, brother, daughter-in-law, son-in-law of the unit member or the unit member's spouse or domestic partner. Also included is any person permanently domiciled in the unit member's household.

9.1.1.3 CTO/Vacation and/or leaves of absence will also be available if additional time away from work is required and can be accommodated by the Center.

9.1.2 Leave for Others

If a unit member has a funeral to attend of someone outside the defined immediate family, CTO/vacation time outside the normal vacation rules as outlined in Section 9.4 will also be available if the absence can be accommodated by the Center. Proof of date of the funeral may be required.

9.1.3 Notice

The unit member should make every attempt possible to notify management when the use of funeral leave is anticipated.

9.1.4 Proof

Proof of the date of the funeral, acceptable to the Center, may be required.

9.2 Jury Duty Leave

9.2.1 Summons for Service

Unit members summoned for trial jury service in either State or Federal court will be released from scheduled duty without loss of pay for those periods during which they are required to be present at the courthouse.

9.2.2 Notice to Center

A unit member who is required to report for jury duty shall provide Center management with a copy of the notice promptly upon receipt. Management, after consultation with the unit member, shall contact the Jury Commissioner and arrange for a mutually satisfactory time for the unit member to satisfy the jury service obligation.

9.2.3 Temporary Reassignment

For the week in which their jury service obligation is scheduled, the unit member may be reassigned to days with either an eight (8) or a ten (10) hour schedule (Monday through Friday). This day assignment may be performing dispatch duties on a day shift or may be to a special project. If the unit member is empaneled, and jury service extends beyond the original week, his/her modified assignment shall also be extended until the end of the week in which the trial is completed.

9.2.3.1 A unit member scheduled to work on the Sunday before a week of jury duty may elect to work a full or partial shift, only with the approval of the Deputy Director of Operations and in compliance with Section 15.3 and any applicable rule.

9.2.3.2 A unit member may choose to work on the Saturday following a full week of jury duty only with the approval of the Deputy Director of Operations and in compliance with Section 15.3 and any applicable rule.

9.2.3.3 Each unit member must, however, work at least their scheduled hours (either 36 or 48) during a week of jury service as to not affect their pay.

9.2.3.4 Consistent with Paragraphs 9.2.3.1, 9.2.3.2, and 9.2.3.3, the goal is to transition the unit member back to his/her normal assignment at the earliest opportunity following completion of jury service.

9.2.3.5 In appropriate circumstances, this may result in the temporary transfer of one or more unit members from the day shift to accommodate the jury duty unit member's temporary reassignment.

9.2.4 Return to Work

If a unit member has reported to the courthouse, and is released from jury service before 2:00 p.m., he/she shall return to work. A unit member who does not wish to return to work may call Center management and request permission to utilize vacation/CTO.

9.3 Sick Leave

9.3.1 Definition

Sick Leave, as used in this Agreement, shall be defined as absence from work without loss of pay because of the unit member's non-service related illness or injury.

9.3.1.1 Accrued sick leave may be utilized in the case of illness of a minor child, or a parent (as defined in Labor Code Section 233), or any of the following persons who are living in the unit member's household: spouse, domestic partner, or grandparent (including, subject to submission of appropriate documentation, any person domiciled in unit member's household and recognized by the Internal Revenue Service as a dependent).

9.3.1.2 If the Center deems absences related to 9.3.1.1 to be beyond reasonable limits, the unit member will first be counseled before additional action is taken. Alternatives may be explored to assist the unit member.

9.3.2 Entitlement

9.3.2.1 Each unit member shall earn ten and one-half (10½) hours of sick leave per month of service.

9.3.2.2 Unit members shall be entitled to accumulate sick leave on an unlimited basis.

9.3.3 Verification

9.3.3.1 A unit member who is absent because of sick leave on six (6) consecutive work shifts shall furnish a letter from their doctor stating that they have been examined and, in the doctor's professional opinion, are able to return to work. The letter shall further state whether the unit member has been unconditionally released to return to normal duties; if not unconditionally released, the doctor shall specifically list any applicable restrictions. Should any restrictions be placed upon the unit member's return, the Center shall have sole authority to determine whether the unit member shall return to work and under what conditions.

9.3.4 Reimbursement for Appropriate Use of Sick Leave

9.3.4.1 As an incentive to promote appropriate use of sick leave, unit members who have rendered a minimum of five (5) continuous years of service with the Center at the time of retirement or resignation may choose to be compensated for the cash value of existing accrued sick leave based on the following schedule:

Years of Continuous Service	% of Cash Value (at straight time)
5 - 10	25%
11 - 15	35%
16 or more	50%

Notes:

1. *This shall not apply in the case of a separation for cause.*
2. *Any sick leave compensated pursuant to this provision shall not be eligible for conversion to Section 20965 Credit for Unused Sick Leave (see Section 21.6).*

9.3.4 Wellness Incentive

9.3.4.1 Unit members who use no sick leave in a period of six~~-(6)~~ continuous months shall be entitled to receive a wellness certificate to take one workday off with pay.

9.3.4.1.1 This day must be taken within twelve (12) calendar months after issuance of the certificate.

9.3.4.1.2 Usage shall be in half (½) day or full day increments.

9.3.4.1.3 The certificate shall have no monetary value and is not transferable. The use and approval of the certificate shall be in the same manner as vacation pursuant to Article 9.4.

9.4 Vacation

9.4.1 Seniority Date

For purposes of Paragraph 9.4.2., “seniority date” shall be defined the same as it is in Article 24.1.1.

9.4.2 Entitlement

Each unit member shall be credited, on a monthly basis and in accordance with the seniority date schedule set forth below, the following hours of annual leave (vacation). In order to actually take vacation time, a unit member must have worked at least six (6) months unless special circumstances exist.

Months	Monthly	Annual
136	8 hours	96 hours (8 shifts)
3772	10 hours	120 hours (10 shifts)
73108	12 hours	144 hours (12 shifts)
109144	14 hours	168 hours (14 shifts)
145over	16 hours	192 hours (16 shifts)

9.4.3 Annual Vacation Bid

9.4.3.1 Each unit member assigned to twelve (12) hour shifts shall, by December 1st, bid at least one consecutive work week of vacation. Each additional bid, in excess of one work week, must be in full consecutive work week amounts (e.g., 36, 72, 108 hours).

9.4.3.2 Unit members assigned to shifts other than twelve (12) hours shall bid at least one (1) consecutive work week of vacation. Each additional bid, in excess of one (1) work week, must be in full consecutive work week amounts.

9.4.3.3 At least one (1) Dispatcher may bid vacation per shift.

9.4.3.4 Vacation shall be bid as follows:

9.4.3.4.1 Dispatchers shall bid based upon their “agreed upon” placement on Seniority List #1.

9.4.4 Requests During the Year

9.4.4.1 A request to utilize vacation shall be processed on a first-received basis.

9.4.4.2 The Center shall not be required to grant, but shall not unreasonably deny, any request.

9.4.5 Cancellation of Vacation

9.4.5.1 Cancellation of vacation by a unit member may cause the provisions of Paragraph 9.4.6 to apply.

9.4.5.2 In appropriate circumstances, the Center may cancel vacation to maintain operational readiness. Prior to doing so, the Center will attempt to temporarily reassign an employee to the shift in need.

9.4.6 Annual Leave Bank

9.4.6.1 No unit member may have credited to their account, at any time, more than twice their current year's accrual rate of vacation (e.g., a unit member with zero (0) to thirty-six (36) months of service could have one hundred ninety-two hours (192) credited to their account).

9.4.6.2 If a unit member has accumulated the maximum permitted, vacation accrual shall be suspended and the unit member shall accrue no additional vacation until the unit member's vacation accumulation is less than the maximum.

9.4.6.3 Should the Center cancel a unit member's scheduled vacation, the maximum permitted accrual for the next year may be exceeded by the number of hours cancelled.

9.4.7 Compensation Upon Separation

At the time of separation for any reason, a unit member shall be compensated at his/her then current base hourly rate, for all vacation earned, accumulated and not used up to and including the effective date of separation.

9.4.8 Prior Approval

No unit member shall take vacation without prior written approval from the Center.

9.4.9 Vacation Redemption

Once each calendar year, a unit member may elect to receive compensation from the Center for up to seventy-two (72) hours of accrued and unused vacation. To receive compensation, the unit member shall comply with the following requirements:

9.4.9.1 after the vacation redemption, the unit member must still have seventy-two (72) hours of accrued and unused vacation in his/her account;

9.4.9.2 he/she must have made an irrevocable, written notification to the Center (by the 15th of the calendar month preceding the month in

which she/he intends to complete the vacation redemption) of the number of vacation hours to be redeemed;

- 9.4.9.3 he/she must have used, in the twelve (12) months immediately preceding the vacation redemption, not less than one (1) weeks' worth of vacation hours (may be thirty-six (36) hours or forty (40) hours);
- 9.4.9.4 his/her accrued vacation hours shall be reduced by the number of hours for which he/she is compensated. Compensation may be requested in a separate check or included in the unit member's regular monthly pay check.

10. GRIEVANCE PROCEDURE

10.1 Definitions

- 10.1.1 **Grievance.** The term “grievance” as used in this Agreement is limited to a complaint or request of a unit member or Local 856 which involves the interpretation or application of, or compliance with the provisions of this Agreement which adversely affects the unit member.
- 10.1.2 **Grievant.** A “grievant” is the unit member or Local 856 who files the grievance.
- 10.1.3 **Time Limits.** Grievances not presented within the time limits established for each step of this procedure shall not be considered.
- 10.1.4 **Presentation.** A unit member and a Local 856 representative or shop steward may present a grievance while on duty, provided such presentations and discussions do not disrupt Center operations and are kept to a reasonable minimum.
- 10.1.5 **Day.** A “day” is a calendar day.
- 10.1.6 **Informal.** While not required, unit members are strongly encouraged to attempt informal resolution of all potential grievances.

10.2 Procedure

All grievances as defined herein shall be processed in accordance with this procedure. The Center may refuse to consider a grievance, in those circumstances where the aggrieved party has not followed this procedure.

- 10.2.1 **STEP 1.** Within thirty (30) days of the acts and/or omissions giving rise to the grievance or within thirty (30) days of time the unit member or Local 856 should reasonably have been aware of the acts and/or omissions which gave rise to the grievance, the grievance shall be presented in writing to the Deputy Director of Operations. If the grievance is not resolved within fifteen (15) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.
- 10.2.2 **STEP 2.** Within fifteen (15) days of the written determination at Step 1, or within fifteen (15) days of the date the written determination was due at Step 1 if none was issued, the grievance may be presented to the Executive Director or his/her designee on the form provided for this purpose and incorporated herein by reference as Appendix B. The Executive Director or his/her designee shall conduct such investigation as he/she deems appropriate and shall issue a written determination within thirty (30) days of the date on which the grievance is first presented at Step 2. If the Executive Director or his/her designee fails to issue a written determination within the prescribed period of time, or if the determination is not satisfactory to the

grievant, he/she may request that the matter be submitted to binding arbitration.

- 10.2.3 **STEP 3.** A request for binding arbitration by Local 856 at Step 3 of this procedure shall be made in writing to the Executive Director or his/her designee within fifteen (15) days of the date on which the grievant received a copy of the written determination at Step 2. An arbitrator may be selected by mutual agreement between the parties. Should the parties fail to agree upon an arbitrator, they shall make a Joint request to the State Mediation and Conciliation Service (SMCS) for a list of five (5) names within ten (10) days of Local 856's request for binding arbitration. If the parties are unable to agree upon an arbitrator from the list, the alternate strike method shall be utilized. It shall be understood that the arbitrator will only interpret this Agreement and will not have power to add to, delete from, or amend any part of this Agreement. The arbitrator's decision shall be final and binding on the Center, Local 856 and the grievant. All fees and costs of the arbitrator and court reporter, if any, will be borne equally by the parties.

11. HEALTH INSURANCE AND OTHER BENEFITS

11.1 Medical Insurance Plans

Eligible unit members shall be provided medical insurance plans in accordance with options available to PERS contracting agencies.

11.2 Other Benefits

Eligible unit members shall be provided with dental and vision plans plus other insurances and benefits as set forth in Appendix C.

11.3 Center's Maximum Monthly Contribution

The Center's maximum monthly contribution toward the cost of all insurance benefits shall be as set forth in Appendix C.

12. HOLIDAYS

12.1 List of Holidays

Each unit member shall be entitled to compensation, for the following fourteen (14) holidays in accordance with Paragraph 12.2 below.

January 1st	New Year's Day
3rd Monday in January	Martin Luther King Jr. Day
2nd Monday in February	Lincoln's Birthday
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Columbus Day
November 11th	Veterans Day
4th Thursday in November	Thanksgiving Day
Friday after Thanksgiving	Day After Thanksgiving
December 24th	Christmas Eve
December 25th	Christmas Day
December 31st	New Year's Eve

12.2 Compensation

Pay for these fourteen (14) holidays shall be as follows:

12.2.1 For unit members on a 12-hour shift:

12.2.1.1 If the holiday falls on the unit member's regular day off and the unit member does not work – he/she shall be paid eight (8) hours of premium holiday at straight time (exclusive of FLSA). If the unit member is scheduled to work on a holiday and takes personal time off (VAC, CTO, etc.) he/she shall receive eight (8) premium holiday pay at straight time (exclusive of FLSA).

12.2.1.2 If the holiday falls on the unit member's regular day off and the unit member works – he/she shall be paid regular pay (including FLSA if appropriate), plus premium holiday pay (at straight time) for the number of hours actually worked. However, if the unit member actually works less than eight (8) hours, he/she shall receive premium holiday pay (at straight time) for eight (8) hours.

12.2.1.3 If the unit member works on a holiday which is not the unit member's regular day off – he/she shall be paid regular pay (including FLSA if appropriate) plus premium holiday pay (at straight time) for the number of hours actually worked.

12.2.1.4 If the unit member takes sick leave, he/she shall receive no premium holiday pay for hours taken off.

12.2.1.5 This provision (12.2.1) applies only to shifts that begin on the holiday.

12.2.2 For unit members who work other than 12-hour shifts:

12.2.2.1 Such unit members shall not adjust their work schedule in order to work a holiday that falls on the unit member's regular day off if the adjustment would incur overtime or premium holiday pay.

12.3 Eligibility

To receive pay for a holiday, the unit member must have been in full-paid status the unit member's regular shift immediately before, and immediately after, the holiday.

13. LEAVES OF ABSENCE

13.1 Military

Unit members shall be eligible for leaves of absence for military duty in accordance with the requirements of applicable State and Federal law.

13.2 Disability

Permanent unit members who are physically disabled for at least thirty (30) calendar days and up to one hundred twenty (120) calendar days, and who have exhausted their Center-paid leave benefits, shall be eligible for an unpaid leave of absence of up to four (4) months.

13.2.1 During this additional leave, which shall also satisfy the Center's obligation under the State and Federal "Family Leave Acts," the Center shall not refill the unit member's position on a permanent basis.

13.2.2 Unit members on this leave of absence shall:

13.2.2.1 accrue seniority (see 24.3.1) and shall continue to be covered under the Center's Health, Dental, Vision, Life and LTD programs with the Center making its normal contribution toward such coverage.

13.2.2.2 NOT accrue additional sick leave and/or vacation.

13.3 Personal

Unit members who have completed the initial probationary period shall be eligible, at the sole discretion of the Center, for an unpaid personal leave of absence for a period not to exceed four (4) months. This leave of absence shall not be used for the purpose of seeking or being employed elsewhere. Unit members serving a promotional probationary period shall, if the leave is granted, have the probationary period extended. During this leave, the Center shall not refill the unit member's position on a permanent basis. Unit members on a personal leave of absence do not accrue seniority or any other benefits. Subject to lawful rules of the insurance provider, unit members may continue any insurance benefit by paying the Center for the full cost of the monthly premiums at least one (1) month in advance.

13.4 In Case of a RIF or Exercise of Management Rights

Notwithstanding any of the above, the Center shall not be prohibited from reorganizing, instituting a reduction in force or otherwise exercising its management rights, except that unit members on approved leaves of absence shall preserve all rights otherwise available to Center unit members.

13.5 Return to Work

A unit member who does not return to work at the expiration of an approved leave shall be separated from employment as a voluntary resignation. The Center may, in its sole discretion, reinstate the unit member if he/she presents a showing of good cause for the failure to return within ten (10) days of the scheduled return date. If reinstated, the break in service shall be ignored.

13.6 Employee Organization Leave

13.6.1 Bargaining

If required, a reasonable number (typically no more than two (2)) of the negotiating committee members of Local 856 shall be granted reasonable leave from duty with full benefits for all meetings between the Center and the Union for the purpose of meeting and conferring on the terms of a Memorandum of Understanding when the meetings take place at a time during which the member is scheduled to be on duty.

13.6.2 Union Business Leave

13.6.2.1 A member of the Union who has been authorized by the Lead Shop Steward or the Union President to conduct business on behalf of the Union shall be released from duty without a deduction in pay for activities that have been mutually deemed beneficial to improving the labor and employment relationship in the Center.

By way of illustration and not limitation, this will include:

- Unit meetings;
- Disciplinary hearings;
- Grievance procedures;
- Labor classes and seminars;
- Work-related funerals.

The preceding list is not all-inclusive and other permitted uses may be identified by the Executive Director and the Unit Representative.

13.6.2.2 By way of illustration and not limitation, this leave shall never be used for matters such as the following:

- In protest of the Center or any other employer/public agency;
- For an activity that does not benefit both the Union and the Center;
- An activity that would discredit either the Union or the Center;

- Personal Leave, Vacation, etc.

13.6.3 Not Hours Worked

If a Center employee is serving as a Union Representative during off-duty hours, such time shall not be regarded as hours worked.

14. ON-CALL DISPATCHER STATUS

14.1 Sign-Up

To cover for illnesses, other unforeseen circumstances, and/or to ensure adequate staffing, an on-call Dispatcher program has been established.

14.1.1 Mandatory

Each Dispatcher who works the 12-hour shift schedule shall sign up for an equally shared number of on-call shifts on his/her days off. Where the number of on-call shifts per employee is uneven, the extra shifts will be distributed in inverse order of seniority (see List #2).

14.1.2 Voluntary

When a Dispatcher 1 or Dispatcher 2(A) is signed up for the mandatory on-call, a voluntary on-call will be posted. A Dispatcher 2(B) may sign up for this on-call on a voluntary basis. The voluntary on-call will only be called in if there is a need for radio coverage that cannot be filled by the mandatory on-call, or if an additional call back is needed after the mandatory on-call has been called in. If the Dispatcher 1 or Dispatcher 2(A) should trade their mandatory on-call to a Dispatcher 2(B), the voluntary on-call will be cancelled and a new voluntary on-call posting will be created where needed.

14.2 On-Call Period

Each on-call period will be fourteen (14) hours (day shift on-call will be 0500 to 1900, and night shift on-call will be 1700 to 0700). An on-call person will only be scheduled to work up to twelve (12) hours within that period, but must be available for contact/assignment during the entire period. The unit member will be given a designated time to report (this shall not be sooner than two (2) hours after contact). Except in cases of a specifically deferred start time, a unit member may report to work as soon as possible after contact.

14.3 Compensation

For each on-call shift, the unit member will be compensated Fifty Dollars (\$50.00).

14.3.1 Payment shall typically be made in the same manner as out-of-class. The Center shall process as soon as reasonably practical.

14.3.2 If the unit member is required to work, pay shall be calculated in the normal manner.

14.3.3 Unit members who are sick for their on-call day will not be compensated.

14.4 Day Shift/Night Shift

14.4.1 Unit members assigned to the day shift, who work the majority of their hours on the day-shift, must sign up for their on-call for the day shift time period.

14.4.2 Unit members assigned to the night shift, who work the majority of their hours on the night shift, must sign up for their on-call for the night shift time period.

14.4.3 Unit members whose shifts are equitably split (six [6] hours on days and six [6] hours on nights) shall sign up for their on-call for the night shift time period.

14.4.4 All unit members shall receive a mandatory ten (10) hours off between the overtime shift and their regularly scheduled shift.

14.5 Three Month Intervals

The on-call sign up list will be posted for three (3) month intervals (January-March, April-June, July-September, and October-December).

14.6 Shift Trades

Once each unit member has signed up for their required number of on-call shifts, these shifts can be traded with supervisory approval.

14.7 Sick Leave

14.7.1 The following occurs if an on-call unit member is sick for their on-call day:

14.7.1.1 They receive no pay.

14.7.1.2 There is no “dock” of sick leave.

14.7.1.3 The absence is a factor in the application of the Center’s Policy on Abuse of Sick Leave.

14.7.2 Except in cases of emergency, an on-call unit member shall call the on-duty Supervisor as soon as reasonably possible; to report on anticipated absence due to illness.

15. OVERTIME

15.1 Advance Approval

All overtime shall be approved in advance.

15.2 FLSA

When unit members are directed to work overtime, such overtime worked on the Dispatch floor shall be paid at time and one-half (1.5) irrespective of FLSA status.

15.3 Adjusted Work Hours

15.3.1 Any unit member rendering more than fourteen (14) hours of consecutive service, who is regularly scheduled to return to the dispatch floor less than ten (10) hours following such service, shall have the option of:

15.3.1.1 Adjusting his or her start time to give ten (10) hours off;

15.3.1.2 Working his or her full scheduled hours;

15.3.1.3 In accordance with adjusted work hours, working the hours remaining in his or her regularly scheduled shift (employee will be compensated for total hours during work week); or

15.3.1.4 Receiving pay for the amount of hours worked on the preceding shift, report for duty ten (10) hours after preceding shift, and work an adjusted shift of twelve (12) consecutive hours.

16. OUT-OF-CLASS PAY

16.1 Higher Classification

When, at the sole discretion of the Center, an employee is assigned to work in a higher classification:

16.1.1 at least one-half (1/2) of a full shift, he or she shall be compensated at his/her base rate of pay plus Fifty Dollars (\$50.00) per shift for the shift to which the person is assigned.

16.1.2 less than one-half (1/2) of a full shift, he/she shall be compensated at his/her base rate of pay plus one-half (1/2) the full shift rate (Twenty-Five Dollars [\$25.00]).

16.2 Trainer

Dispatchers assigned by their Dispatch Supervisor or the Deputy Director of Operations to serve as a “trainer” shall receive a fifteen percent (15%) base hourly rate increase while performing trainer duties.

16.2.1 To serve as a “trainer” requires that the unit member prepare an evaluation, maintain training logs, etc. It does not include periods of time where the unit member is engaged in a “sit-along” (Non-Dispatcher Recruit).

16.2.2 The Center shall determine:

16.2.2.1 The qualifications needed to serve as a “trainer”; and

16.2.2.2 Who shall serve as a “trainer.”

17. PAYROLL DEDUCTIONS

The Center shall provide payroll deduction services for Local 856 dues and other programs approved by the Center when said deductions are authorized in writing by the unit member in a manner to be specified by the Center.

18. PROBATIONARY PERIOD

18.1 Initial Employment by the Center

A Dispatcher may be hired as a Dispatcher 1(A) or as a lateral (defined as a person with at least two (2) years of public safety dispatching experience). All persons initially employed as a Dispatcher shall be in probationary status at a minimum for the first twelve (12) full months of employment by the Center.

18.1.1 Initial Hire as Dispatcher 1(A)

18.1.1.1 A new unit member without dispatch experience will be hired as a Dispatcher 1(A) in a probationary employment status.

18.1.1.2 A Dispatcher 1(A) will advance in a probationary employment status to Dispatcher 1(B) upon successful completion of the Telephone and Main Dispatch Training program. A Dispatcher 1(B) will remain in probationary employment status for twelve (12) months.

18.1.1.3 A Dispatcher 1(B) will advance to the training step of Dispatcher 2(A) upon assignment to the CRO training program. They will be considered probationary in this classification, but not in employment.

18.1.1.4 A Dispatcher 2(A) will advance to the status of Dispatcher 2(B) upon successful completion of the CRO training program. They will be considered probationary in this classification, but not in employment, for twelve (12) months.

18.1.1.5 Any unit member who does not successfully advance to Dispatcher 2(B) or who does not successfully complete classification probation at the status of Dispatcher 2(B) shall be transitioned back to the status of Dispatcher 1(B) where they will serve an additional six (6) months in a probationary employment status.

18.2 Promotion Within the Bargaining Unit

18.2.1 A promotional appointment may be rescinded by the Center, at any time, during the probationary period.

18.2.2 Subject to the provisions of 18.1.1, a regular unit member whose promotion is rescinded shall have the right to return to his/her former rank.

18.3 Extension of Probation

The probationary period may be extended, at the sole discretion of the Center, if a unit member has not successfully completed training within the twelve (12) month

period or if the unit member has missed at least fifteen (15) consecutive days of work. A “work missed” extension shall not exceed the number of shifts/days the unit member missed. Written notice of the extension shall be provided to the unit member. Pre-approved vacation shall not trigger this provision.

18.4 Continuation of the Selection Process

The probationary period is a continuation of the selection process. During such time, probationary unit members may be released, at any time, at the sole discretion of the Center and without cause.

19. REDUCTIONS IN FORCE

19.1 Meet and Confer

Local 856 and the Center shall make every reasonable effort to cooperate so as to avoid economic or other circumstances which would require a reduction in Center staffing. This mutual obligation to reopen the meet and confer process extends to any provision of this Agreement which relates to the circumstances which threaten to cause a reduction in force. If during its term the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement in any respect, such changes shall be effective only when reduced to writing and executed by the authorized representatives of the Center and Local 856. Any such changes validly made shall become a part of this Agreement and subject to its terms.

19.2 Board Decision

In the event the Governing Board, in its exclusive judgment, ultimately decides that a reduction in force shall be implemented, the Board shall specify the number of positions to be authorized within each job classification.

19.3 Procedures

Note: This topic (Reductions in Force Procedure) shall be referred to the Joint Labor/Management Committee to draft replacement text needed to accommodate the new classification structure.

The Executive Director or his/her designee shall then designate those unit members to be laid off in accordance with the following principles:

19.3.1 Unit members shall be laid off in inverse order of seniority by job classification. Dispatcher 2 and Dispatcher 1.

19.3.1.1 A unit member laid off from a higher paying job classification shall, however, have the right to “bump” unit members in a lower paying job classification in which the higher paid unit member previously had permanent status.

19.3.1.2 A unit member who “bumps” to a lower paying job classification will be placed on the seniority list for that classification in accordance with Article 24.

19.3.1.3 For the purposes of this Article, seniority shall be determined within job classifications in accordance with Article 24.

19.3.2 In the event a unit member “bumps” to a lower paying job classification in accordance with the provisions of this Article, his/her salary shall be immediately reduced to the step of the lower salary range which would have applied had the unit member never been promoted to the higher paying position.

- 19.3.3 When vacancies occur within two (2) years after the date a unit member is laid off under this Article, the unit member shall be given the opportunity to be rehired or advanced to their former classification provided a vacancy exists in that classification, in accordance with seniority and prior to the employment of any new employee in that classification; provided however, that such reduced or laid-off unit member meets the physical and other qualifying standards in effect at the same time that they had been previously appointed to the classification into which they seek to be returned. If any such reduced or laid-off unit member fails to report for duty within thirty (30) calendar days after the mailing to him/her of a written notice by registered mail to the last known address, he/she shall have lost the right to be rehired or advanced hereunder.
- 19.3.4 In the event that a unit member is advanced from one job classification to another job classification in accordance with the provisions of Paragraph 19.3.3. above, his/her salary shall revert to the step of the higher range that would have applied had there not been a reduction in job classification as a result of a general layoff.

19.4 Retreat to Lower Classification

- 19.4.1 This subsection shall apply to all Center employees and is not limited to employees within Local 856.
- 19.4.2 In the event of a reduction in force, unless barred by law, any Center employee shall be allowed to retreat to a position in a lower classification in which he or she has previously held permanent status.
- 19.4.3 Seniority under this section shall be established by original hire date in a probationary capacity with the Center.

20. REHIRES

20.1 Eligibility

- 20.1.1 A unit member in good standing who voluntarily separates from the bargaining unit is eligible to be rehired and/or reinstated within twelve (12) months of separation.
- 20.1.2 The Center shall be the sole determiner of a former employee's eligibility with respect to this provision.
- 20.1.3 Any person seeking rehire under this provision shall submit to: (1) an updated background check; and (2) psychological evaluation; and (3) a fitness for duty medical evaluation.

20.2 Seniority

A unit member rehired within twelve (12) months of a prior separation will retain the seniority date he/she had at the time of separation, which shall be adjusted in accordance with Article 24.3 to reflect the break in service.

20.3 Compensation

- 20.3.1 A rehired or reinstated unit member's salary shall be at the same step as when he/she separated from employment.
- 20.3.2 A rehired or reinstated unit member's date for step movement will be his/her date of rehire in accordance with Article 24.1 of this Agreement.

20.4 Vacation and Sick Leave

20.4.1 Separation from Center Employment

- 20.4.1.1 All vacation and sick leave accrual will start from the date of rehire.
- 20.4.1.2 There shall be no entitlement to previous vacation or sick leave time based upon prior employment.

20.4.2 Separation from the Bargaining Unit

- 20.4.2.1 A unit member who separated from the bargaining unit but not from Center employment shall retain his/her vacation and sick leave accruals.

20.5 Probationary Period

All rehired and/or reinstated employees will serve a probationary period of six (6) months.

21. RETIREMENT PLAN

21.1 PERS Contribution

21.1.1 Retirement benefits shall be provided to eligible unit members in accordance with the contract between the Center and the Public Employees Retirement System (PERS) effective July 1, 1981 and as amended effective December 1, 1983, December 1, 1984, June 10, 1997, December 1, 1999, March 1, 2007, April 1, 2012, April 1, 2013, and November 1, 2013.

21.1.2 The Center’s PERS contract shall include:

- (a) A benefit formula of 2.7% @ 55 for individuals not meeting the definition of a new member according to the Public Employee’s Pension Reform Act of 2013 (PEPRA) Section 7522.04(f) (“Classic” members);
- (b) A benefit formula of 2.0% @ 62 for individuals meeting the definition of a new member according to PEPRA, Section 7522.04(f) (“New” members).

21.2 1959 Survivor Benefits

Each unit member shall pay two dollars (\$2.00) per month for 1959 Survivor (Level 3) benefits.

21.3 Employer Paid Member Contributions (EPMC)

21.3.1 The Center shall pay the employee portion of retirement costs to a maximum of eight percent (8%) of pay for Classic members. Pursuant to PEPRA Section 7522.30, EPMC may not be paid for New members.

21.3.2 EPMC shall be treated as reportable compensation for purposes of PERS.

21.4 Sharing Additional Costs

21.4.1 Unit members receiving a benefit formula of 2.7% @ 55 shall contribute per the table at 21.4.2, below, of their PERS reportable compensation to defray the cost of optional benefits.

21.4.2 The table below lists maximum cost sharing amounts for the Center, as determined by CalPERS, December 3, 2010.

Amendment	Permanent Increases	Unfunded Accrued Liability Increase	Total Unfunded Accrued Liability Increase
2% @ 60 to 2% @ 55	1.730%	1.136%	
2% @ 55 to 2.7% @ 55	1.904%	2.916%	

Amendment	Permanent Increases	Unfunded Accrued Liability Increase	Total Unfunded Accrued Liability Increase
Total until 12/1/2019:	3.634%	4.052%	7.686%
Total from 12/1/2019 to 3/1/2027:	3.634%	2.916%	6.550%
Total after 3/1/2027:	3.634%	0.000%	3.634%

21.5 Center Contribution to Retiree Health Benefit Premiums

21.5.1 Employee eligibility for Center contributions toward retiree medical benefit programs (to the cap set forth in Appendix C) shall be graduated according to the following schedule:

<u>Credited Completed Years of Continuous Service</u>	<u>Percentage of Center Contribution</u>
1	5%
2	10%
3	15%
4	20%
5	25%
6	30%
7	35%
8	40%
9	45%
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

21.5.2 Notwithstanding Section 21.5.1, a unit member employed on October 30, 2012, who would have less than twenty (20) years of continuous service with the Center by age 55, shall be entitled upon retirement from the Center to 100% Center contribution (to the cap set forth in Appendix C).

21.5.3 Any unit member hired on or after July 1, 2014, upon retirement from the Center, notwithstanding Appendix C, section 2.a.(3), shall receive a sum, not to exceed One Thousand Three Hundred Dollars (\$1,300.00) per month, to be used towards Retiree Health Benefits for the unit member and qualified dependents. Any unused portion shall be retained by the Center. The One Thousand Three Hundred Dollars (\$1,300.00) shall be pro-rated according to the schedule set forth in Section 21.5.1.

21.5.4 Effective July 1, 2014, each unit member shall contribute to defraying the cost of Post-Employment Retirement Benefits by paying One Hundred Dollars (\$100.00) per month to the Center for placement in a fund that will be utilized to satisfy the future OPEB obligations of the Center.

21.6 Sick Leave Redemption Credit

On March 1, 2007, the Center signed an Amendment to its Contract with PERS. Under this Amendment, unused sick leave benefits may be converted for retirement credit as provided for in Section 20965 of the Public Employee's Retirement Law.

22. RULES AND REGULATIONS

The Center shall have the right to adopt reasonable Rules and Regulations subject to prior notice to Local 856 and the right to meet and confer on any matter within the scope of representation.

23. SAVINGS CLAUSE

If any Article or provision of this Agreement or any portion thereof or the application of such to any person or circumstance is inconsistent with applicable law or is otherwise held to be invalid by a court of competent jurisdiction, the remainder of this Agreement or the application of such portion to persons or circumstances other than those as to which it is held invalid shall not be affected.

24. SENIORITY

24.1 Seniority Dates

24.1.1 The seniority date for employees in the bargaining unit shall be:

24.1.1.1 the actual date of hire in a probationary capacity; or when applicable, their actual date of classification change from Dispatcher 1(B) to Dispatcher 2(B) AFTER the probationary period had elapsed.

24.1.1.2 With respect to step raises and leave accrual rates, the seniority date shall be adjusted back to the first of the month if employed from the first through the fifteenth calendar day, and forward to the first of the next month if employed from the sixteenth calendar day through the end of the month.

24.2 Seniority

24.2.1 List #1 (Date of Hire)

Use List #1 for RIF and Vacation Bids.

24.2.2 List #2 (Seniority date based on 24.1.1.1)

Use List #2 for Shift Bid, On-Call, and Mandatory Over-Time (if applicable).

24.2.3 Updating Lists

List #1 and List #2 reflect an “agreed upon” order of unit members. New employees are added to the bottom of the list based on hire date.

24.2.3.1 If two (2) unit members have the same hire date, a person hired as a lateral dispatcher (defined as a person with at least two years of public safety dispatching experience) will be placed above an employee hired as a Dispatcher 1(A) (other ties will be broken by test scores).

24.2.3.2 A unit member who has passed Telephone and Main Dispatch Training, and who remains a Dispatcher 1(B), will be placed below unit members with the same hire date who advanced to the Dispatcher 2(B) status. If two (2) or more unit members with the same hire date remain Dispatcher 1(B), seniority will be based on test scores.

24.3 Adjustment of Seniority Dates

- 24.3.1 A unit member's seniority date and promotion date shall be adjusted for any break in service, including any leave of absence (other than military), which extends for a period of more than ninety (90) calendar days.
- 24.3.2 Re-hired unit members shall have their seniority date and promotion date adjusted to exclude time not employed.

25. SHIFT BID

25.1 Dispatchers

Shift bids shall be by Seniority List #2. The Center shall make reasonable efforts to assign a unit member to his/her bid shifts and days off.

25.2 Annual Shift Bid

25.2.1 Unit members shall “bid” for preferred shifts on an annual basis.

25.2.2 By October 1 of each year, the Center shall provide the Union with a list of authorized positions per shift.

25.2.3 The Union shall conduct the annual shift bid and present the results to the Deputy Director of Operations.

25.2.4 Within fourteen (14) calendar days of presentation of the results, the Center will confirm assignments for the coming year.

25.3 Dispatch Supervisors

25.3.1 Dispatch Supervisors shall bid, and be assigned, before Dispatchers bid for desired shifts.

26. TERM OF AGREEMENT AND REOPENERS

26.1 Term

The terms and conditions of this Agreement shall remain in full force and effect from date of ratification through and including June 30, 2021, or:

- 26.1.1 Until earlier amended, modified, or superseded by a properly executed and accepted Agreement between the parties, or
- 26.1.2 In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Governing Board of the Center, or
- 26.1.3 In the event of an emergency either declared by the Governing Board or declared by the Executive Director and subsequently ratified by the Governing Board, upon notice to Local 856 from the Center, all of the portions of this Agreement may be temporarily suspended. This suspension shall be subject to the right of Local 856 to subsequently meet and confer on the Center's emergency actions, or
- 26.1.4 In the event the Joint Powers Agency known as the Sacramento Regional Public Safety Communications Center is dissolved.

26.2 Reopeners

- 26.2.1 There shall be no reopeners for the term of this Agreement.
- 26.2.2 Effective January 1, 2020, the salary schedule shall be improved by three percent (3%).

27. TESTING RELEASE TIME

27.1 Release to Participate

Unit members who are scheduled to participate in promotional or certification examinations sponsored by the Center shall be released from duty for the period of time necessary to permit their participation in the examination process.

27.2 Night Personnel

Night shift personnel shall be granted eight (8) hours off (vacation or CTO) should they be scheduled to work the night preceding a test in which they are scheduled to participate.

28. TRAINING

All parties recognize the importance of training in the professional development of the public safety dispatcher in order to meet the needs of the Center's internal and external customers.

- 28.1 Unit members who have been scheduled for training will be expected to attend and shall only be excused in the case of illness or unforeseen emergency. As feasible, a unit member will be designated as an alternate to attend training in the place of the person who was actually scheduled should that person be unable to attend.
- 28.2 The Center may mandate staff to provide coverage for persons who must attend mandatory and update training.
- 28.3 All persons receiving scheduled training, unless occurring when a person is normally assigned to be at work as part of their regular shift, shall be compensated in accordance with Article 15.
- 28.4 All qualified personnel will receive an equal opportunity for training and cross-training. Personnel who have been trained are available for assignment, at the Center's discretion, in accordance with the training received.

29. UNIFORMS

29.1 Initial Hire

Upon initial hire each unit member shall be issued three (3) polo shirts, at no cost to the unit member, for wear when on duty. These shirts shall be of appropriate fit and bear the logo of the Communications Center. Upon successful completion of Telephone and Main Dispatch Training and appointment to Dispatcher 1(B), each unit member shall receive a uniform voucher in an amount not to exceed the cost of a Class A Uniform.

29.2 Annual Allowances

29.2.1 Commencing July 1, 2019, and each July thereafter of this contract, the unit member shall receive the sum of Five Hundred Fifty Dollars (\$550.00) to use for the purchase of additional uniforms or for uniform maintenance.

29.2.2 Effective January 1, 2019, and every January thereafter, each non-probationary unit member shall receive a uniform voucher in an amount not to exceed the cost of a Class A Uniform.

29.3 Patches

The Center shall make patches available at no cost to unit members, through the uniform supplier, to be placed on all new uniforms purchased. When a uniform is taken out of service, the used patch shall be returned to the Center.

30. WAGES

30.1 Salary Schedule

Effective upon ratification, each employee in the bargaining unit shall be paid in accordance with his/her placement on the salary schedule which is Appendix D, Base Salary Ranges Exclusive of FLSA.

30.2 Night Shift Differential

A night shift differential shall be paid to each unit member assigned to the 1900-0700 hour shift at the rate of Fifteen Dollars (\$15.00) per shift actually worked or Seven Dollars and Fifty Cents (\$7.50) for six (6) hours (half of a shift) actually worked.

30.3 Longevity

The following non-cumulative longevity increments shall be paid to eligible unit members:

30.3.1 One Hundred Dollars (\$100.00) per month after ten (10) complete years of service.

30.3.2 One Hundred Fifty Dollars (\$150.00) per month after fifteen (15) complete years of service.

30.3.3 Two Hundred Dollars (\$200.00) per month after twenty (20) complete years of service.

30.3.4 Plus an additional Fifty Dollars (\$50.00) per month after each five (5) additional complete years of service (e.g. \$250 after 25 years; \$300 after 30 years, etc.)

30.4 Step Placement / Advancement

30.4.1 All New Hires

New unit members shall be hired at that step which is commensurate with their education/experience, skills/abilities and recruitment difficulty.

30.4.2 Initial Hire as Dispatcher 1(A)

30.4.2.1 A new unit member without dispatch experience will be hired as a Dispatcher 1(A) at Step 1.

30.4.2.2 Unit members shall be placed on a new salary range upon promotion.

30.4.2.3 Once placed on a salary range (assuming multiple steps in the range), advancement from one salary step to another whether

within classification or between classifications shall occur on the unit member's anniversary date and be contingent upon the absence of an unsatisfactory job performance evaluation and completion of the required training and length of service.

30.4.3 Initial Hire as a Lateral Dispatcher 2(A) or 2(B)

30.4.3.1 A person initially hired as a Dispatcher 2(A) or 2(B) shall receive a merit increase to the next step in the Dispatcher range if they complete training within six (6) months of hire. In such case, they shall also advance to the next higher step on the seniority date twelve (12) months following initial hire (see paragraph 24.1.2).

30.4.3.2 Should a person initially hired as a Dispatcher 2(A) or 2(B) not complete training within six (6) months, he/she shall receive a merit increase upon completion of training (see Paragraph 30.4.3.1 above) but shall not advance to the next higher step on his/her seniority date immediately following initial hire.

30.4.3.3 Thereafter, advancement from one salary step to another shall occur on the unit member's seniority date and shall be contingent upon the absence of an unsatisfactory job performance evaluation and completion of the required length of service and training.

30.5 Assigned Shifts

30.5.1 This Agreement recognizes that some unit members will be assigned, by management, from 12-hour dispatch shifts to other duties that may have different work schedules. These unit members shall be known as dispatch employees on special assignment.

30.5.2 The hourly rate of pay will remain the same.

30.6 Compensatory Time Off (CTO)

30.6.1 **Accrual Limit.** Unless requested by the unit member, and approved by Center management, no unit member shall earn CTO.

30.6.1.1 If CTO is granted, no unit member may have credited to his/her account more than eighty (80) hours of CTO at any time.

30.6.1.2 All hours worked, when the total of credited CTO exceeds eighty (80), shall be compensated in accordance with FLSA standards.

30.6.1.3 All CTO credited to a unit member's account shall be paid in cash to the unit member on the December and June payroll.

Any CTO scheduled as time off in the month following the scheduled payout is exempt from this cash out.

30.7 Processing Payment of Wages

30.7.1 Unit members shall be paid once per month on the last day of the month:

30.7.1.1 Each paycheck shall include the unit member's regular hourly rate (i.e. straight time) for all regularly scheduled hours of work for the month of payment.

30.7.1.2 Overtime, FLSA, on call, night shift differential, out-of-class pay and holiday pay, earned during the payment period, shall be paid through the identified cutoff date found on the Payroll Calendar.

30.7.1.3 Any overtime, FLSA, on-call, night shift differential, out-of-class pay and holiday pay, not included in the paycheck for the payment period in which such amounts were earned, shall be paid on the next regular payday.

30.7.1.4 If the failure to include payments for overtime, FLSA, on-call, night shift differential, out-of-class pay and holiday pay, is due to error not attributable to the affected unit member(s), the Center shall make an "in lieu of payment" to the affected unit member(s), as long as the payment error exceeds Fifty Dollars (\$50.00). If the payment error is Fifty Dollars (\$50.00) or less, the affected unit member(s) shall be paid on the next regular payday.

30.7.2 Should payroll not be processed in the manner set forth above, the parties shall attempt to resolve the problem informally.

30.7.3 Daylight Savings Time Schedule Adjustments

30.7.3.1 Fall: If time at work is extended by one (1) hour beyond the normal shift, the unit member shall be compensated for the additional one (1) hour at his/her overtime rate.

30.7.3.2 Spring: If time at work is decreased by one (1) hour short of the normal shift, the unit member will still be paid for his/her full shift.

30.8 EMDQ Compensation

When unit members are directed to work as an EMDQ, such work as an EMDQ shall be paid at time and one-half (1.5) irrespective of FLSA status.

31. WORKWEEK

31.1 Definitions

- 31.1.1 Shift: Twelve (12) consecutive work hours.
- 31.1.2 Work Day: Twenty-four (24) consecutive hours, beginning at 0700 and ending at 0659 the following calendar day.
- 31.1.3 Work Week: The work week begins at 0700 hours on Sunday and concludes at 0659 hours on the following Sunday.
- 31.1.4 The Center, in cooperation with Local 856, reserves the right to explore additional alternate work schedules, i.e., 4-10s, 5-8s, 9-80s etc.

31.2 Work Schedule

- 31.2.1 The work schedule shall be determined by the Center after consultation with affected unit members.
- 31.2.2 Unit members are required to work a normal work week, exclusive of overtime and paid leave. However, the Center has the discretion to assign other than a normal workweek to a unit member based upon the needs of the Center.
- 31.2.3 Nothing contained herein shall restrict management's right to assign, reassign or rotate personnel for the benefit of the Center and/or unit member needs.

IN WITNESS WHEREOF, the representatives of each party to this Agreement have affixed their signatures to this document on the dates set forth below.

SACRAMENTO REGIONAL PUBLIC
SAFETY COMMUNICATIONS CENTER

FREIGHT CHECKERS, CLERICAL
EMPLOYEES AND HELPERS, LOCAL UNION
856 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

Date: _____

Date: _____

By: _____
Marc Bentovoja
Interim Executive Director

By: _____
[Secretary/Treasurer]

Date: _____

[Local 856 Representative]

Date: _____

[Local 856 Representative]

Date: _____

[Local 856 Representative]

REPRESENTED JOB CLASSIFICATIONS

Dispatcher 1(A)

Dispatcher 1(B)

Dispatcher 2(A)

Dispatcher 2(B)

Note: Unit members classified as Call Takers prior to June 30, 2018 will be classified as Dispatcher 1(B) without a requirement to complete Main Dispatch training.

**APPENDIX B-1
STEP ONE**

**SACRAMENTO REGIONAL PUBLIC SAFETY
COMMUNICATIONS CENTER
GRIEVANCE FORM**

NOTE: Before filing a formal written grievance, the grievant is **strongly encouraged** to attempt to resolve the grievance in an informal conference with his/her immediate supervisor. **The formal Step 1 written grievance must be filed within thirty (30) calendar days after the grievant knew or should reasonably have known** of the alleged violation of the Agreement.

Date of Informal Conference: _____ Supervisor Present at Informal: _____

1. List the specific Contract provision(s) alleged to have been violated:

ARTICLE _____ PARAGRAPH _____	ARTICLE _____ PARAGRAPH _____
ARTICLE _____ PARAGRAPH _____	ARTICLE _____ PARAGRAPH _____
ARTICLE _____ PARAGRAPH _____	ARTICLE _____ PARAGRAPH _____

2. The date, or date(s), on which the violation allegedly occurred:

3. Describe how the contract articles/paragraphs listed in #1 above were violated; facts must be provided.

(Attach additional sheets if necessary)

4. Explain why the supervisor's proposed solution at the informal level was not acceptable. Be specific.

(Attach additional sheets if necessary)

5. Specifically, what remedy do you want: _____

Date Submitted:	Date Received:
Grievant's Signature:	Received By:

6. Center's Step I Response: _____

(Attach additional sheets if necessary)

SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER STEP 2 GRIEVANCE APPEAL FORM

Date Step I filed:	Date Step I decision rendered: _____
--------------------	--------------------------------------

Reason(s) for Appeal:

Specific Remedy Sought:

Conference Requested: Yes No

Date Submitted:	Date Received:
Grievant's Signature:	Received By:

Center Response:

SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER

INSURANCE AND OTHER BENEFITS

The Center shall provide insurance and other benefits as set forth in this Appendix.

1. PLANS AVAILABLE

a. Medical Insurance

The Center shall provide each full-time unit member, and his/her dependents, with the option of enrolling in any medical insurance plan available through its contract with the Health Division of PERS.

b. Dental Insurance

Each full-time unit member, and his/her dependents, may enroll in the dental plan selected jointly by the Center and Local 856.

c. Vision Plan

Each full-time unit member, and his/her dependents, may enroll in the vision plan selected jointly by the Center and Local 856.

d. Life Insurance, Accidental Death and Dismemberment, and Long-Term Disability

Each full-time unit member shall be enrolled in the term life insurance, accidental death and dismemberment, and may be enrolled in long-term disability policies selected jointly by the Center and Local 856. Unit member pays for Long-Term Disability Insurance.

e. State Disability Insurance

Each full-time unit member shall participate in the State Disability Insurance (SDI) Program. Unit member pays for State Disability Insurance.

f. Employee Assistance Program

The Center shall provide each full-time unit member with access to the Employee Assistance Program selected jointly by the Center and Local 856. The Center shall pay the monthly premium for this plan. The Center may exceed the monthly dollar cost for this program for June 2018-2021.

2. MONTHLY PREMIUMS AND OTHER COSTS

a. Premiums

- (1) If actually required, and subject to the “pool” provisions set forth in Section 4, the Center will pay, up to the following amounts on behalf of a full-time unit member hired prior to July 1, 2014 unless the unit member exercises the Center’s Health Benefit (Medical, Dental, Vision) Opt-Out benefit option described below.

For Medical: The actual premium cost (at the lesser of Kaiser HMO or Blue Shield HMO) for employee plus one (spouse or child). Employee Only enrollees shall receive actual premium cost (employee’s choice of Kaiser HMO or Blue Shield HMO).

For Dental: The actual premium cost for employee plus one (spouse or child).

For Vision: The actual premium cost for employee plus one (spouse or child).

For Opt-Out Benefit:

Any unit member who chooses to Opt-Out of the Center’s Health Benefits (Medical, Dental and/or Vision) shall receive Four Hundred Fifty Dollars (\$450.00) per month. The unit member shall be required to sign an Opt-Out Benefit waiver.

- (2) For all new unit members hired on or after July 1, 2014, the Center will pay up to One Thousand Three Hundred Dollars (\$1,300.00) on behalf of a full-time unit member to be applied to Medical, Dental and/or Vision benefits. The provisions of Appendix C, Section 2.a. (3) are not applicable to these unit members. Any unused funds shall remain in the Center’s Health Benefit “Pool.” (Appendix C,4.)
- (3) On any January 1, for unit members hired prior to July 1, 2014, if the increase in the premium cost for any plan (medical, dental or vision) is greater than five percent (5%), the Center’s obligation shall be limited to five percent (5%) for that plan.
- (4) Only unit members actually enrolled in a Center-provided plan will receive an employer contribution for that insurance.

- b. IRC Section 125 Plan
 - (1) The Center shall establish, and maintain, an IRC Section 125 Plan for the benefit of its employees.
 - (2) Monthly costs, if any, shall be borne by employees.

3. PAYROLL DEDUCTION

Any unit member who is enrolled in one or more of the plans set forth above which costs more than the Center's required specific monthly contribution is required to sign a payroll deduction form and pay the monthly difference by payroll deduction. Failure to execute a payroll deduction form will result in immediate cancellation of insurance for non-payment of premiums.

4. "POOL"

- a. Each December of this Agreement, the parties shall meet to establish a "pool" to assist Full Family enrollees with over-cap costs.
- b. The pool shall be created by the difference in actual premiums (medical, dental and vision) between Employee Only enrollees (as of January 1) and the Employee + 1 cap.
- c. The pool dollars shall be distributed equally to Full Family enrollees (as of January 1) to establish the Full Family cap for the year. The amount distributed to a Full Family Member enrollee shall not exceed the actual cost of the plan in which they are enrolled. (The lesser of Kaiser or Blue shield HMO). Any residual funds remaining in the pool will be equally distributed amongst the remaining non-full family enrollees.

SALARY SCHEDULE

	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher 1(A)	23.28				
Dispatcher 1(B)	23.28	24.44	25.67	26.95	28.30
Dispatcher 2(A)	28.30				
Dispatcher 2(B)	28.30	29.72	31.20	32.76	34.40

Effective January 1, 2020, each cell on the Salary Schedule shall be improved by three percent (3%).

Notes:

1. For the duration of this Agreement, negotiated salary schedule increases shall be effected as follows:
 - a. Each lower step of Dispatcher shall be five percent (5%) lower than the preceding step.
2. For so long as twelve (12) hour shifts are worked, the monthly projected rate shall be computed by multiplying the hourly rate times 2,288 and dividing by 12. To receive the projected monthly and annual rates, the employee must actually work the scheduled FLSA hours (see Article 15.2).

**SRPSCC / LOCAL 856
SENIORITY LIST #1
(vacation bid/RIF)**

	<i>First Name</i>	<i>Last Name</i>	<i>Employee ID</i>	<i>Hire Date</i>	<i>Classification</i>
1	Dana	Guerrero	510019	08/02/93	2(B)
2	Lynn	Walker	510079	11/08/99	2(B)
3	Summer	Carroll	510090	07/24/00	2(B)
4	Amy	Wolfe	510105	11/18/02	2(B)
5	Laura	Macias	510115	12/01/03	1(B)*
6	Dennis	McGrath	510125	09/20/04	2(B)
7	Jillian	Short	510154	03/02/09	2(B)
8	Jennifer	Edwards	510155	06/22/09	2(B)
9	Steve	Wootton	510166	03/14/11	2(B)
10	Roman	Kukharets	510170	01/09/12	2(B)
11	Katherine	Shelton	510171	07/09/12	2(B)
12	Anna	Meyer	510185	03/25/13	2(B)
13	Jennifer	Rooke	510191	11/12/13	1(B)*
14	Marlo	Swett	510194	11/12/13	2(B)
15	Theresa	Miller	510199	11/12/13	1(B)*
16	Kelly	Campbell	510201	04/13/15	2(B)
17	Michelle	Goucher	510211	10/13/15	2(B)
18	Lisa	Smelser	510212	10/13/15	2(B)
19	Timothy	Goodnow	510214	10/13/15	1(B)*
20	Denise	Tackett	510198	09/16/16+	2(B)
21	Yvonne	Vazquez	510230	08/14/17	2(B)
22	Christina	Stockman	510232	08/14/17	1(B)
23	Eric	Kizzie	510236	06/01/18	1(B)
24	Karen	Basi	510238	10/29/18	1(A)
25	Kari	Kling	510243	02/05/19	Recruit
26	Ashley	Curry	510244	02/05/19	Recruit
27	Danielle	Montoya	510245	02/05/19	1(A)

+ adjusted hire date

* classified as Call Taker prior or June 30, 2018

Last updated 04/23/19

**SRPSCC / LOCAL 856
SENIORITY LIST #2
(shift bid/on call/mandatory OT)**

	<i>First Name</i>	<i>Last Name</i>	<i>Employee ID</i>	<i>Hire Date</i>	<i>Classification</i>
1	Dana	Guerrero	510019	08/02/93	2(B)
2	Lynn	Walker	510079	06/01/00	2(B)
3	Summer	Carroll	510090	12/24/00	2(B)
4	Amy	Wolfe	510105	11/18/02	2(B)
5	Laura	Macias	510115	12/01/03	1(B)*
6	Dennis	McGrath	510125	09/20/04	2(B)
7	Jillian	Short	510154	03/02/09	2(B)
8	Jennifer	Edwards	510155	06/22/09	2(B)
9	Roman	Kukharets	510170	01/09/12	2(B)
10	Katherine	Shelton	510171	07/09/12	2(B)
11	Steve	Wootton	510166	09/24/13	2(B)
12	Anna	Meyer	510185	03/25/13	2(B)
13	Marlo	Swett	510194	11/12/13	2(B)
14	Jennifer	Rooke	510191	11/12/13	1(B)*
15	Theresa	Miller	510199	11/12/13	1(B)*
16	Kelly	Campbell	510201	04/13/15	2(B)
17	Michelle	Goucher	510211	10/13/15	2(B)
18	Lisa	Smelser	510212	10/13/15	2(B)
19	Timothy	Goodnow	510214	10/13/15	1(B)*
20	Yvonne	Vazquez	510230	08/14/17	2(B)
21	Christina	Stockman	510232	08/14/17	1(B)
22	Denise	Tackett	510198	12/28/17	2(B)
23	Eric	Kizzie	510236	06/01/18	1(B)
24	Karen	Basi	510238	10/29/18	1(A)
25	Kari	Kling	510243	02/05/19	Recruit
26	Ashley	Curry	510244	02/05/19	Recruit
27	Danielle	Montoya	510245	02/05/19	1(A)

* classified as Call Taker prior or June 30, 2018

Last updated 04/23/19

LETTER OF UNDERSTANDING
between the
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER
and the
TEAMSTERS LOCAL 856

The Sacramento Regional Public Safety Communications Center (“Center”) and Teamsters Local 856 (“Local 856” or “Union”) have recently completed negotiations for a successor collective bargaining agreement. While not a part of the collective bargaining agreement, the parties agree:

1. That the Center shall place the following concept in a Standard Operating Procedure (“SOP”) that will be in effect during the life the successor agreement (ratification to June 30, 2021):

Except with written Center approval, and the consent of the unit member, no unit member shall render service for more than sixteen (16) consecutive hours assigned to the dispatch floor. This shall not apply in cases of emergency or deployment.

Prior to modifying the SOP during the term of the successor collective bargaining agreement (ratification through June 30, 2021), the parties shall meet and confer regarding the effects of the change on wages, hours, terms and conditions of employment of unit members.

2. Any unit member employed on July 1, 2018 who retired between July 1, 2018 and December 31, 2018 (with at least twenty [20] years of service to the Center) shall receive a sum of money derived from a **Performance/Longevity Bonus calculation** similar to that performed for other unit members.
3. The Center’s Uniform Policy shall be subject to the meet and consult process utilizing the Joint Labor Management Committee.
4. The Center’s new classification descriptions of Dispatcher 1(A), Dispatcher 1(B), Dispatcher 2(A), and Dispatcher 2(B) shall be subject to the meet and consult process utilizing the Joint Labor Management Committee.

FOR LOCAL 856

FOR THE SACRAMENTO REGIONAL
PUBLIC SAFETY COMMUNICATIONS
CENTER

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER
between the
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER
and the
FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS,
LOCAL 856
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

(Access to New Employee Orientation for Bargaining Unit Members)

Assembly Bill No. 119 [2017] (“AB 119”) was approved by the Governor on June 27, 2017.

The Sacramento Regional Public Safety Communications Center (“Center”) and Local 856 (“856” or “Union”) have agreed to this Side Letter regarding Teamster access to the Center’s new employee orientation for bargaining unit members.

1. AB 119:
 - a. Imposed on public employers the mandatory obligation to provide an exclusive representative with access to new employee orientations for bargaining unit members.
 - b. Defines a new employee orientation as the on-boarding process pursuant to which new employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters. The on-boarding process can take place in person, on-line, or through other means or methods.
 - c. Requires the structure, time, and manner of an exclusive representative’s access to the on-boarding process implemented by the employer to be determined through mutual agreement between the employer and the exclusive representative.
2. As required by AB 119, the parties have negotiated the following structure, time, and manner provisions:
 - a. Except as permitted by statute, the Union shall be given not less than five (5) days’ notice in advance of a new employee orientation.
 - b. If the Center chooses to on-board in person, the Union shall be given thirty (30) minutes to discuss the rights and obligations created by the collective bargaining agreement and the role of the representative, and to answer questions.
 - c. If the Center chooses to on-board new employees utilizing an on-line process, it will meet and confer with the Union concerning how the Union will be given the opportunity to discuss (on-line) the rights and obligations created by the collective bargaining agreement and the role of the representative, and to answer questions.

00103818 1

3. General Provisions

- a. This MOU shall remain in full force and effect from the date it is signed, through June 30, 2021.
 - (1) It shall automatically renew each year commencing July 1, 2021 unless either party serves written notice upon the other party by the preceding April 1 of its desire to renegotiate its provisions.
 - (2) Absent mutual agreement by the Parties, there shall be no reopening of negotiations on this subject through June 30, 2021.

- b. The Legislature has acknowledged that AB 119 imposes a State-mandated local program. As a result, if the Center incurs costs in implementing the provisions of this MOU, and the State fails or refuses to reimburse the Center for those costs, the terms of this MOU shall be null and void and the Center shall be relieved of its obligations.

FOR LOCAL 856

FOR THE SACRAMENTO REGIONAL
PUBLIC SAFETY COMMUNICATIONS
CENTER

By: _____

By: _____

Date: _____

Date: _____