



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007
(916) 228-3070 – Fax (916) 228-3079

9:00 a.m.

Friday, April 26, 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 9:00 a.m.

Call to Order

Chairperson

Roll Call of Member Agencies

Secretary

Primary Board Members

Chris Costamagna, Chairperson

Deputy Chief, Sacramento Fire Department

Mike McLaughlin, Vice Chairperson

Fire Chief, Cosumnes Fire Department

Chad Wilson, Board Member

Division Chief, Folsom Fire Department

Tyler Wagaman, Board Member

Assistant Chief, Sacramento Metropolitan Fire District

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 2 hours (9:00 – 11:00 a.m.)

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

District Negotiator(s)

Counsel, Kim Kingsley Bogard

Employee Organization(s)

Kylee Soares, Deputy Director, Operations

Teamsters Local 856

Teamsters Local 150

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

a. Discipline/Dismissal/Release (3 matters)

b. Public Employee Appointment: 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
Sacramento Regional Public Safety Communications Center v. Tyler Technologies, Inc.
Case No. 2:18-cv-01792-KJM-KJN

RECONVENE TO OPEN SESSION: Begins at 11:00 a.m.

00116165.3

* INDICATES NO ATTACHMENT

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 Synopsis (March 26 and April 17, 2019) | Page | 4-10 |
|---|------|------|

PROPOSED ACTION: Motion to Approve Consent Agenda

ACTION ITEMS:

- | | | |
|--|------|--------|
| 1. Ratify Tentative Agreement Between Teamsters Local 856 and Sacramento Regional Fire/EMS Communications Center | Page | 11-96 |
| 2. Ratify the Purchase Order for hardware to stabilize the COBOL CAD System, plus maintenance | Page | 97 |
| 3. Ratify contract with Northrop Grumman to upgrade the CAD System | Page | 98-101 |

DISCUSSION/POSSIBLE ACTION:

None.

INFORMATION:

- | | | |
|---------------------------------|------|---------|
| 1. Communications Center Report | Page | 102-107 |
| 2. Closed Service Requests | Page | 108 |

CENTER REPORTS:

1. Deputy Director (Soares)*
2. Deputy Director (House)*
3. Medical Director (Dr. Mackey)*

CORRESPONDENCE:

None.

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

BOARD MEMBER COMMENTS:

ADJOURNMENT:

The next scheduled Board Meeting is May 14, 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

00116165.3

**INDICATES NO ATTACHMENT*

this meeting, please contact the Chief Executive's Office at (916) 228-3070. Notification at least 48 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 April 23, 2019, I posted a copy of the agenda:

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



Clerk of the Board

00116165.3

**INDICATES NO ATTACHMENT*

GOVERNING BOARD MEETING

March 26, 2019

GOVERNING BOARD MEMBERS

Deputy Chief Chris Costamagna	Sacramento Fire Department
Assistant Chief Tyler Wagaman	Sacramento Metropolitan Fire District
Deputy Chief Paul Zehnder	Cosumnes Community Services District

GOVERNING BOARD MEMBERS ABSENT

Division Chief Chad Wilson	City of Folsom Fire Department
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COMMUNICATIONS CENTER MANAGEMENT

Joe Thuesen	Executive Director, SRFECC
Kylee Soares	Deputy Director – Operations, SRFECC
Diane House	Deputy Director – Administration, SRFECC

OTHERS IN ATTENDANCE

Lindsay Moore	Counsel, SRFECC
Robert Kingsley	Counsel, SRFECC
Janice Parker	Administrative Analyst, SRFECC
TaraMarie McDonald	Executive Assistant, SRFECC
Brad Dorsett	CAD Technician, SRFECC
Shane Steckelberg	Systems Engineer, SRFECC
Chuck Schuler	Telecommunications Engineer, SRFECC
Matt Wooden	GIS Coordinator, SRFECC
Casey Quintard	Supervisor, SRFECC

The meeting was called to order and roll call taken at 9:04 a.m.

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

It was noted that Folsom had no Board representation present. However, due to the structuring of the JPA there was a quorum in attendance and the meeting was able to proceed.

3. There was no public comment.

4. CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

District Negotiator(s)	Counsel, Robert Kingsley
	Joe Thuesen, Executive Director
Employee Organization(s)	Teamsters Local 856
	Teamsters Local 150

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957
The Board will meet in closed session:

- a. Evaluation of Performance
Title: 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
Sacramento Regional Public Safety Communications Center v. Tyler Technologies, Inc., Case No. 2:18-cv-01792-KJM-KJN
One (1) case

Closed session was convened at 9:07 a.m.

5. OPEN SESSION:

Open session was re-convened at 10:45 a.m.

Counsel reminded the Board and the audience that even without the Board representative from Folsom being in attendance there was still a quorum present at the meeting.

During closed session the Board received an update regarding labor negotiations – direction was given and no action was taken.

The Board met in closed session to discuss an informal evaluation of the Executive Director – no action was taken.

The Board received an update on matters associated with the Tyler/New World litigation as well an update regarding significant exposure to two pieces litigation. No action was taken.

- 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.

A motion was made by Assistant Chief Wagaman and seconded by Deputy Chief Zehnder to approve the consent agenda and Board Meeting minutes (March 12, 2019).

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

NOES:

ABSENT: Folsom

ABSTAIN:

Motion was passed.

7. PRESENTATION:

1. After Action Report Regarding Power Outage

Executive Director Thuesen provided a Power Point presentation explaining the events of January 6th when a catastrophic power failure occurred at the Center. He highlighted positive steps/actions that were taken to continue providing public safety dispatching services throughout the outage; he addressed areas where improvement is needed should something such as this occur again; and he presented suggestions for processes and equipment that need immediate attention and/or replacement.

He expressed his appreciation to Center personnel for amazing teamwork of the entire staff and the tremendous support provided by our IT team. People are our most valuable asset. Allied agencies, both fire and law enforcement, responded immediately offering help and support further cementing the concept that we are a regional organization that “have each other’s back” in time of need.

Executive Director Thuesen said due to this failure the most urgent area that needs improvement is the replacement and stabilization of the CAD hardware.

The second area that must be addressed is the completion of the phase II UPS project with the CAD hardware upgrade and the backup power supply.

Executive Director Thuesen recommended the creation a facility manager position to manage and expedite completion of these recommended improvements.

We will continue to conduct monthly after action plan meetings to determine what additional steps could be taken to alleviate any potential future failures and to establish a response plan in the event of another incident.

8. ACTION ITEMS:

None

9. DISCUSSION/ POSSIBLE ACTION ITEMS:

None

10. INFORMATION:

1. Communications Center Report

The Board received a copy of the newly revised Communications Center Report.

2. Closed Service Requests

A copy of the Closed Service Requests was contained in the Board packet.

11. CENTER REPORTS

Executive Director Thuesen

1. Based on the Resolution #2-19, adopted at the Emergency Board Meeting on February 4th, we have been working with Northrup Grumman to achieve stabilization of our CAD system through hardware upgrades.
2. We continue to work with the labor unions to complete negotiations. A vote was conducted, but the agreement was not supported so we will continue negotiations.
3. On February 9th Executive Director Thuesen and Deputy Directors Soares and House participated in the "fill the boot" drive. The Comm Van was brought to the event by Chuck Schuler.
4. February 20th we participated in the State of California 911 Advisory Board at OES. SETNA funding was discussed and we are looking for a long term solution to this 911 Center funding source.
5. Rapid Deploy and Cal OES are working on a pilot program to utilize an enhanced location program and we have asked to be part of the program.
6. We continue to employ the concept of Kaizen as we review our mission statement and organizational direction. Executive Director Thuesen has asked staff to review a summary of the book "The Speed of Trust", by Stephen Covey, for our Kaizen focus

this quarter.

Deputy Director – Soares

1. We attended a community event in Rancho Cordova where we were able to share information regarding our profession and our organization.
2. A group of dispatchers and members of the Command staff attended the NENA conference.
3. Ross refresher training was conducted at the Conference and Training Center.
4. Radio failure drills were facilitated this month.
5. Our total call volume, both incoming and outgoing was over 31,000 and we received an average of 570 calls per day.
6. We also conducted multiple tours and six sit-alongs at our Center.
7. The Dispatcher Banquet is April 6th and Dispatcher Appreciation Week is April 14th –April 20th. Deputy Director Soares invited Board members to drop by the Center during the week.
8. Congratulations to Jill Short and Casey Quintard on their 10th anniversary with the Center.

Deputy Director – House

1. Deputy Director House thanked the IT Team for their response to the power failure at the Center and their continued dedication to help stabilize our CAD system.
2. Executive Director Thuesen had mentioned the joint pilot plan that Cal OES and Rapid Deploy are working on; Deputy Director House said the State is changing how to get locations via shade files. Matt Wooden is on the Committee and will be able to provide input to any proposed State changes.
3. Shane Steckelberg is working on relocating many of our systems to the cloud.
4. Brad Dorsett is the lead for our CAD upgrade. Northrup Grumman will be presenting a demo of Command Point on Thursday at the Communications Meeting – 9:00 a.m. at the CTC. All are welcome to participate in the demonstration and to ask questions.
5. Chuck Schuler continues to work on the P-25 project as well as West Net. We are waiting for West Net to finalize the installation of the hardware.
6. We are working on our Preliminary Budget for FY 2019/2020. The budget will be created using a different format, breaking out funding by department(s) which will provide more detail and transparency. Budget to Actuals will be presented on an accrual basis rather than a cash basis and additional categories will be added to the report.
7. We have implemented monthly dispatcher testing; three candidates passed the written exam on March 20th and will be interviewing on April 3rd.

12. BOARD MEMBER COMMENTS:

Assistant Chief Wagaman expressed his appreciation to Center staff for the way in which they handled the power outage on January 6th.

He is also pleased with the revised comprehensive Center report.

He will be attending the Dispatcher Banquet – so save him a seat!

He was complimentary about the radio failure drills that have been conducted recently.

In conclusion he welcomed D/D Diane House to the SRFECC family.

Deputy Chief Zehnder congratulated both Casey Quintard and Jill Short on their ten year anniversaries with the Center.

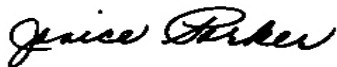
He also echoed Chief Wagaman's praise for the way in which Center personnel handled the power outage.

Deputy Chief Costamagna thanked everyone at the Center for keeping the JPA running smoothly. He said what makes us unique is the way in which we work as a team.

He said he will also be attending the Dispatcher Banquet.

13. The meeting of the Governing Board was adjourned at 11:29 a.m. until the next meeting of the Governing Board scheduled for 9:00 a.m., April 9, 2019, at Conference and Training Center, 3121 Gold Canal, Rancho Cordova, CA 95670.

Respectfully submitted,



Janice Parker
Clerk of the Board

Chris Costamagna, Chairperson

Mike McLaughlin, Vice Chairperson

SPECIAL GOVERNING BOARD MEETING

April 17, 2019

GOVERNING BOARD MEMBERS

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

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

OTHERS IN ATTENDANCE

Todd Harms	Chief, Sacramento Metropolitan Fire District
Gary Loesch	Chief, Sacramento Fire Department
Paul Zehnder	Deputy Chief, Cosumnes Community Services District
Troy Bair	Assistant Chief, Cosumnes Community Services District
Lindsay Moore	Counsel, SRFECC
Robert Kingsley	Counsel, SRFECC
Janice Parker	Administrative Analyst, SRFECC
TaraMarie McDonald	Executive Assistant, SRFECC
Joe Thuesen	Executive Director, SRFECC
Angela Thuesen	Guest, Spouse

The meeting was called to order and roll call taken at 7:33 a.m.

1. The Pledge of Allegiance was recited.
2. There were no agenda updates.
3. There was no public comment.
4. **CLOSED SESSION:**

1. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957
The Board will meet in closed session:

- a. Discipline/Dismissal/Release (2 matters)

2. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

- a. Pursuant to California Government Code Section 54956.9(a)
The Board will meet in closed session to discuss one (1) case of pending litigation
Sacramento Regional Public Safety Communications Center v. Tyler Technologies, Inc. Case No. 2:18-cv-01792-KJM-KJN
One (1) case

Closed session was convened at 7:34 a.m.

5. OPEN SESSION:

Open session was re-convened at 9:18 a.m.

Counsel reported the Board met in closed session to discuss two personnel matters.

During closed session the Board ratified the placement of two employees on paid administrative leave. The Board further gave Chairperson Costamagna direction regarding appointment of interim employees.

6. The meeting of the Governing Board was adjourned at 9:19 a.m.

Due to a lack of quorum the regularly scheduled Board Meeting for Tuesday, April 23rd will be canceled and a Special Board Meeting will be scheduled for 9:00 a.m., Friday, April 26, 2019, 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

TENTATIVE AGREEMENT
from the
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER
to
LOCAL 856
(Successor Collective Bargaining Agreement)

The Sacramento Regional Public Safety Communications Center (“Center”) and Local 856 (“Union”) are bargaining for a successor collective bargaining agreement (“CBA”) to replace the collective bargaining agreement that expired on June 30, 2018.

In March 2019, the Center proposed a successor CBA (Attachment #1). The Union took a vote on the proposed CBA and the membership rejected the offer. Thereafter, the parties met and conferred on April 1, 2019 and made two (2) substantive changes to address unit member concerns. Specifically, the parties made modifications to the bonus structure and clarified the movement of Dispatcher 1A and 1B.

COMPENSATION

1. **New Salary Schedule:** Upon ratification by Local 856, the New Salary Schedule that is Attachment #2 shall be implemented. Each current unit member shall be placed on the New Salary Schedule as set forth in Attachment #3 and as previously provided individually to each member.

2. **Ratification Bonus:** Each *eligible unit member* shall receive a Ratification Bonus of Five Hundred Dollars (\$500.00). This is a lump sum, one-time payment. It is not PERS creditable compensation. It is, however, subject to normal income and payroll tax withholdings.

3. **Performance and Longevity Bonus:** Upon ratification by Local 856, each *eligible unit member* shall receive a Performance and a Longevity Bonus as follows:
 - a. **Longevity:** Fifty Dollars (\$50.00) times each full year of continuous service the unit member has rendered to the Center in a represented or non-represented capacity. Full years of continuous service shall be measured as of January 21, 2019; plus

 - b. **Performance:** See Attachment #4 for the performance amount to be paid to each eligible unit member.

This is a lump sum, one-time payment. It is not PERS creditable compensation. It is, however, subject to normal income and payroll tax withholdings.

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

INITIALS:

Center: _____

Union: _____

5. **Eligible Unit Member:** An eligible unit member is one who was employed by the Center on July 1, 2018 and who has continuously remained a Center employee through and including March 31, 2019.

CONTRACT TEXT

1. The language of the successor collective bargaining agreement shall be as set forth in Attachment #1.

NON-CONTRACT ITEMS

1. The parties clarified that once a Dispatcher 1A is signed off as a Dispatcher 1B, he/she will be placed on the salary schedule at the Dispatcher 1B salary range at the Step commensurate with his/her current years of service. Step raises will then continue to occur on the anniversary of the unit member’s date of hire. (Ex. If a Dispatcher 1A takes three (3) years to complete training, once moved to Dispatcher 1B, that unit member will be moved to Step 3 of Dispatcher 1B salary range.)
2. The Side Letter regarding AB 119 that is Attachment #5 shall be effective during the term of the successor collective bargaining agreement.
3. Any current Side Letter or MOU that is not renewed, or incorporated into the CBA, shall be null and void upon ratification of the successor CBA.
4. Housekeeping:
 - Update Classification titles (as appropriate) throughout the CBA. Typically:
 - Change “employee” to “unit member”
 - Change “Chief Executive Director” to “Executive Director”
 - Update Probationary Period (as appropriate) throughout the CBA
 - Specify impact of seniority “change” on List 1 and List 2.

FOR LOCAL 856

FOR THE SACRAMENTO REGIONAL
EMS/FIRE COMMUNICATIONS CENTER

By: _____

By: _____

Date: _____

Date: _____

INITIALS:

Center: _____

Union: _____

ATTACHMENT 1

Please Note: Revised text is distinguished as follows:

- *Text from Tentative Agreements previously reached is shown in blue.*
- *Text from Center Proposals (and “housekeeping”) is shown in red.*
- *Revisions made in response to Union counterproposals of 1/21 shown in red, bold and Arial.*
- *Revisions made in response to Union counterproposals of 1/21 shown in green, bold and Arial.*
- *Revisions made in response to Union requests for clarification of 2/4 are highlighted.*

AGREEMENT

between the

SACRAMENTO REGIONAL FIRE/EMS ~~FIRE/EMS~~ PUBLIC SAFETY COMMUNICATIONS CENTER

and the

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

Ratification Through ~~June 30, 2018~~ June 30, 2021

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1. **PREAMBLE** *{Note: TA Maintain current contract language.}*

1.1 Parties

This Agreement is made and entered into between the Sacramento Regional ~~Fire/EMS~~ **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. ~~AGENCY SHOP~~ UNION MEMBERSHIP

2.1 General

2.1.1 ~~As a condition of continued employment, any person employed in a bargaining unit position in a probationary or permanent capacity shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in Paragraph 2.2 below. No employee shall be required to pay the service fee until successful completion of the Dispatch Recruit Academy.~~ 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.

~~2.2 Service Fee~~

~~2.2.1 The service fee required in Paragraph 2.1 above shall be an amount not to exceed the Union's uniformly applied standard initiation fee, periodic dues and general assessments.~~

~~2.2.2 In computing such amounts, the Union shall exclude expenditures for members only benefits, Union expenditures for political and ideological purposes and any other expenditures unrelated to collective bargaining, contract administration and grievance adjustment.~~

~~2.2.3 Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the Center shall not be party to the dispute.~~

2.3.5 Payroll Deduction

Union dues, service fees and back dues may be paid to the Union through payroll deductions. There is no obligation on the part of the Center to provide payroll deduction for the two (2) organizations listed in Paragraph 2.4.

~~2.4 Religious Objection~~

~~2.4.1 Any employee otherwise required to pay a service fee under this Article, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union as a condition of continued employment.~~

~~2.4.2~~ Such an employee shall be required, as a condition of continued employment and in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Article to a non religious, non labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3).

~~2.4.3~~ Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in lieu of service fee.

~~2.4.4~~ Affected employees shall choose from the following two (2) organizations:

United Way
Firefighters Burn Institute

~~2.4.5~~ Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

~~2.5~~ Disclosure and Reporting

~~The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the Center and to the employees covered by this Article within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding Principal Officer, or by a certified public accountant.~~

~~2.6~~ Hold Harmless

~~2.6.1~~ Refund by the Union

~~The Union shall promptly refund to the Center any amounts paid to the Union in error under this Article.~~

~~2.6.2~~ Indemnification

~~2.6.2.1~~ The Union expressly agrees to indemnify, defend, and hold the Center harmless from any and all claims, demands, costs (including any costs incurred by the Center in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the Center in the adoption or administration of this Article.

~~2.6.2.2~~ This hold harmless and indemnity agreement shall include, but is not limited to, employee legal or administrative actions of any sort or nature against the Center based upon or related to this Article.

~~2.6.2.3 Further, in the event that the Center undertakes disciplinary action against an employee pursuant to this Article, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the Center in defense of a lawsuit or other action brought by the employee or on his/her behalf.~~

~~2.7 Change in Law~~

~~In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Article is rendered unlawful by any published appellate court decision, this Article shall be forthwith deemed amended to comply with the change or decision in question.~~

3. **BULLETIN BOARDS** *{Note: TA Maintain current contract language.}*

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 ~~unit representative~~ **Lead Shop Steward** shall be responsible for maintaining such a board.

4. CALL-BACK *{Note: TA Maintain current contract language.}*

4.1 Definition

Call-back is unscheduled work. Call-back work occurs when a unit member is either (1) ~~an employee~~ is called back to work at the Center after completion of his/her shift and departure from the work site or (2) ~~is~~ 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 ~~An employee~~ 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 ~~employee~~ unit member, the ~~employee~~ unit member may request to leave earlier. If approved by the Shift Supervisor, the ~~employee~~ 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 ~~an employee~~ a unit member is directed to report early for ~~an employee's~~ 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 *{Note: TA Maintain current contract language.}*

5.1 Definition

The Center may reprimand, suspend, discharge, or otherwise discipline ~~employees~~ **unit members** for cause. Counseling of ~~employees~~ **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 ~~An employee~~ **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 ~~Communications Manager~~ **Deputy Director of Operations** or the ~~Chief~~ 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 ~~employee~~ **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 ~~employee~~ **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 ~~employee's~~ **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 ~~an employee~~ 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 ~~employee's~~ **unit member's** personnel file.

5.6.2 If requested by the ~~employee~~ **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 *{Note: TA Maintain current contract language.}*

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 ~~employees~~ **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 ~~Communications Manager~~ **Deputy Director of Operations** to the ~~Chief~~ Executive Director. The decision of the ~~Chief~~ Executive Director shall be final.

7.3 Cap on Expenditures

There shall be a cap of ~~Two~~ **Five** Hundred ~~Fifty~~ Dollars (~~\$250.00~~ **\$500.00**) per ~~employee~~ **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 ~~employees~~ **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 ~~employee~~ **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 ~~bargaining~~ unit member's employment with the Center.

7.5 Requests Exceed the Cap

If requests exceed the cap set forth in Paragraph ~~7.4~~ **7.3**, eligibility for reimbursement shall be based on the date ~~an employee~~ **a unit member** first requested pre-approval of the course (i.e., "first-received"). Should the ~~employee~~ **unit member** fail to satisfy the requirements in Paragraph ~~7.3~~ **7.4**, opportunity for reimbursement shall then be offered to the next eligible ~~employee~~ **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 stipends in 7.8.1 are cumulative.

8. EMPLOYEE RIGHTS *{Note: TA Maintain current contract language.}*

Notwithstanding the provisions of this ~~a~~Agreement, ~~employees-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 ~~employee's~~ **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 an employee~~ 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 employee~~ **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

~~Employees~~ **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

~~An employee~~ **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 ~~employee~~ **unit member**, shall contact the Jury Commissioner and arrange for a mutually satisfactory time for the ~~employee~~ **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 ~~employee~~ **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 ~~employee~~ **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 ~~An employee~~ **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 Communications Manager~~ **Deputy Director of Operations** and in compliance with ~~s~~**Section 15.3 and any applicable rule.**

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

9.2.3.3 Each ~~employee~~ **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 ~~employee~~ **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 ~~employees~~ **unit members** from the day shift

to accommodate the jury duty ~~employee's~~ **unit member's** temporary reassignment.

9.2.4 Return to Work

If ~~an employee~~ **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. ~~An employee~~ **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 ~~employee's~~ **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 ~~employee's~~ **unit member's** household: spouse, domestic partner, or grandparent (including, subject to submission of appropriate documentation, any person domiciled in ~~employee's~~ **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 ~~employee~~ **unit member** will first be counseled before additional action is taken. Alternatives may be explored to assist the ~~employee~~ **unit member**.

9.3.2 Entitlement

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

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

9.3.3 Verification

9.3.3.1 ~~An employee~~ **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 ~~employee~~ **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

~~employee's~~ **unit member's** return, the Center shall have sole authority to determine whether the ~~employee~~ **unit member** shall return to work and under what conditions.

~~9.3.3.2 The Center's Policy on Excessive Use of Sick Leave is attached as Appendix "C."~~

~~9.3.3.3 Except as set forth in Appendix "C", employees will not be compensated for unused sick leave upon separation from employment.~~

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 ~~Employees~~ 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 (1/2)** 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 *{Note: Blue text from TA signed 9/12/18}*

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 ~~employee~~ **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~~ **a unit member** must have worked at least six (6) months unless special circumstances exist.

Year Months	Monthly	Annual
1 36	8 hours	96 hours (8 shifts)
4 6 37 72	10 hours	120 hours (10 shifts)
7 9 73 108	12 hours	144 hours (12 shifts)
10 12 109 144	14 hours	168 hours (14 shifts)
13 145 over	16 hours	192 hours (16 shifts)

9.4.3 Annual Vacation Bid

9.4.3.1 Each ~~employee~~ **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 ~~Employees~~ **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 ~~an employee~~ 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 ~~from a “fat” shift~~ to the shift in need.

9.4.6 Annual Leave Bank

9.4.6.1 No ~~employee~~ unit member may have credited to their account, at any time, more than twice their current year’s accrual rate of vacation (e.g., ~~an employee~~ a unit member with ~~one (1) to three (3) years~~ 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 ~~an employee~~ a unit member has accumulated the maximum permitted, vacation accrual shall be suspended and the ~~employee~~ unit member shall accrue no additional vacation until the ~~employee’s~~ unit member’s vacation accumulation is less than the maximum.

9.4.6.3 Should the Center cancel ~~an employee’s~~ 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, ~~an employee~~ 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 ~~employee~~ 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, ~~his/her anniversary date~~, 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 *{Note: TA Maintain current contract language.}*

10.1 Definitions

- 10.1.1 Grievance. The term “grievance” as used in this ~~a~~ Agreement is limited to a complaint or request of ~~an employee~~ a unit member or Local 856 which involves the interpretation or application of, or compliance with the provisions of this ~~a~~ Agreement which adversely affects the ~~employee~~ unit member.
- 10.1.2 Grievant. A “grievant” is the ~~employee~~ 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. ~~An employee~~ 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, ~~employees~~ 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 ~~employee~~ 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 ~~Communications Manager~~ 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 ~~Chief~~ Executive Director or his/her designee on the form provided for this purpose and incorporated herein by reference as Appendix “B.” The ~~Chief~~ 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 ~~Chief~~ 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 ~~Chief~~ 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 ~~a~~ 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 *{Note: TA Maintain current contract language.}*

11.1 Medical Insurance Plans

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

11.2 Other Benefits

Eligible ~~employees~~ **unit members** shall be provided with dental and vision plans plus other insurances and benefits as set forth in Appendix “**DC**.”

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 “**DC**.”

12. HOLIDAYS

12.1 List of Holidays

Each ~~employee~~ **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 ~~employees~~ **unit members** on a 12-hour shift:

12.2.1.1 If the holiday falls on the ~~employee's~~ **unit member's** regular day off and the ~~employee~~ **unit member** does not work – he/she shall be paid eight (8) hours of premium holiday at straight time (exclusive of FLSA). If the ~~employee~~ **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 ~~employee's~~ **unit member's** regular day off and the ~~employee~~ **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 ~~employee~~ **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 ~~employee~~ **unit member** works on a holiday which is not the ~~employee's~~ **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 ~~employee~~ **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 ~~employees~~ **unit members** who work other than 12-hour shifts:

12.2.2.1 Such ~~employees~~ **unit members** shall not adjust their work schedule in order to work a holiday that falls on the ~~employee's~~ **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 ~~employee~~ **unit member** must have been in full-paid status the ~~employee's~~ **unit member's** regular shift immediately before, and immediately after, the holiday.

13. LEAVES OF ABSENCE

13.1 Military

~~Employees~~ **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-employees~~ **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 ~~employee's~~ **unit member's** position on a permanent basis.

13.2.2 ~~Employees~~ **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

~~Employees~~ **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. ~~Employees~~ **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 ~~employee's~~ **unit member's** position on a permanent basis. ~~Employees~~ **Unit members** on a personal leave of absence do not accrue seniority or any other benefits. Subject to lawful rules of the insurance provider, ~~employees~~ **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 ~~employees~~ **unit members** on approved leaves of absence shall preserve all rights otherwise available to Center ~~employees~~ **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 ~~Union Representative~~ **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 ~~Chief~~ 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 *{Note: Blue text from TA reached on 9/12/18.}*

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

<<Note: Refer this topic to the Joint Labor/Management Committee to meet and confer regarding possible contract text.>>

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 ~~employee~~ **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, ~~an employee~~ **a unit member** may report to work as soon as possible after contact.

14.3 Compensation

For each on-call shift, the ~~employee~~ **unit member** will be compensated Fifty Dollars (\$50.00), ~~except if the employee is actually called in to work, compensation shall be Twenty Five Dollars (\$25.00).~~

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 ~~employee~~ **unit member** is required to work, pay shall be calculated in the normal manner.

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

14.4 Day Shift/Night Shift *{Note: Blue text from TA reached on 9/12/18.}*

14.4.1 ~~Employees~~ **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 ~~Employees~~ **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 ~~employees~~ **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 ~~employee~~ **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 ~~employee~~ **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 ~~employee~~ **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 ~~employees~~ **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 in accordance with FLSA standards status.**

15.3 ~~16 Hour Maximum~~ Adjusted Work Hours

~~15.3.1 Except with written Center approval, and the consent of the employee, 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.~~

15.3.2~~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:

15.3.2~~1.1~~ Adjusting his or her start time to give ten (10) hours off;

15.3.2~~1.2~~ Working his or her full scheduled hours;

15.3.2~~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

15.3.2~~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 ($\frac{1}{2}$) of a full shift, he or she shall be compensated at his/her base rate of pay plus ~~Forty Dollars (\$40.00)~~ **Fifty Dollars (\$50.00)** per shift for the shift to which the person is assigned.

16.1.2 less than one-half ($\frac{1}{2}$) of a full shift, he/she shall be compensated at his/her base rate of pay plus one-half ($\frac{1}{2}$) the full shift rate (Twenty-~~Five Dollars [\$20.00]~~ **\$25.00**).

16.2 Trainer

Dispatchers assigned by their Dispatch Supervisor or the ~~Communications Manager~~ **Deputy Director of Operations** to serve as a “trainer” ~~for at least one half ($\frac{1}{2}$) of a full shift shall be compensated at their base rate of pay plus Forty Dollars (\$40.00) for each shift so assigned~~ **shall receive a fifteen percent (15%) increase in base pay for all hours assigned by the Center to train.**

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

~~16.2.1.1 at least one half ($\frac{1}{2}$) of a full shift, he or she shall be compensated at his/her base rate of pay plus Forty Dollars (\$40.00) per shift for the shift to which the person is assigned.~~

~~16.2.1.2 less than one half ($\frac{1}{2}$) of a full shift, he/she shall be compensated at his/her base rate of pay plus one half ($\frac{1}{2}$) the full shift rate (Twenty Dollars [\$20.00]).~~

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 *{Note: TA Maintain current contract language.}*

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 ~~employee~~ **unit member** in a manner to be specified by the Center.

18. PROBATIONARY PERIOD

~~Note: Sections 18.1 and 18.2 to be re-written to conform to the new classification structure (Dispatcher 1(A), Dispatcher 1(B), Dispatcher 2(A), and Dispatcher 2(B)). See concepts set forth in Article 30.~~

18.1 Initial Employment by the Center

~~A Dispatcher may be hired as a Recruit Dispatcher 1(A) or Dispatcher 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 Recruit Dispatcher 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.~~

~~A person hired as a Recruit Dispatcher shall serve a probationary period of up to eighteen (18) months as a Recruit Dispatcher.~~

~~(a) A Recruit Dispatcher shall promote to Dispatcher upon completion of the Recruit Academy, Telephone Training, Radio Training and 18 month probation.~~

~~(b) A Recruit Dispatcher shall transition to Dispatcher within eighteen (18) months or shall be released. No employee shall gain regular status as a Recruit Dispatcher.~~

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. After a Recruit Dispatcher promotes to Dispatcher, he/she shall successfully complete a full twelve (12) month probationary period or he/she shall be released from employment.~~

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. On a case by case basis, at the sole discretion of the Center and after consultation with Local 856, a Recruit Dispatcher may be converted to a Call Taker with his/her consent. In such cases, the Call Taker shall complete a twelve (12) month probationary period from the date of conversion.~~

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. ~~On a case by case basis a probationary employee in training may request a change in trainer as well as a change in shift, if the Center is reasonably able to accommodate the request.~~

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.

18.1.2 Dispatchers

~~All persons initially employed as a Dispatcher shall be in probationary status for the first twelve (12) full months of employment by the Center.~~

18.2 Promotion Within the Bargaining Unit

~~All unit employees shall serve a probationary period of twelve (12) months upon acceptance of a promotion to a higher ranking bargaining unit position (e.g. Call Taker, Recruit Dispatcher to Dispatcher).~~

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~~ a regular ~~employee~~ **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 ~~an employee~~ **a unit member** has not successfully completed training within the ~~eighteen (18)~~ **twelve (12)** month period or if the ~~employee~~ **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 ~~employee~~ **unit member** missed. Written notice of the extension shall be provided to the ~~employee~~ **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 ~~employees~~ **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 ~~Chief~~ Executive Director or his/her designee shall then designate those ~~employees~~ **unit members** to be laid off in accordance with the following principles:

19.3.1 ~~Employees~~ **Unit members** shall be laid off in inverse order of seniority by job classification. Dispatcher **2 and Dispatcher 1**, ~~Call Taker, Recruit Dispatcher.~~

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

19.3.1.2 ~~An employee~~ **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 ~~a~~Article, seniority shall be determined within job classifications in accordance with Article 24.

19.3.2 In the event ~~an employee~~ **a unit member** “bumps” to a lower paying job classification in accordance with the provisions of this ~~a~~Article, his/her salary shall be immediately reduced to the step of the lower salary range

which would have applied had the ~~employee~~ **unit member** never been promoted to the higher paying position.

19.3.3 When vacancies occur within two (2) years after the date ~~an employee~~ **a unit member** is laid off under this ~~a~~Article, the ~~employee~~ **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 ~~employee~~ **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 ~~employee~~ **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 ~~an employee~~ **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 ~~An employee~~ **A unit member** in good standing who voluntarily separates from ~~Center employment~~ **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

~~An employee~~ **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 ~~employee's~~ **or reinstated unit member's** salary shall be at the same step as when he/she separated from employment.
- 20.3.2 A rehired ~~employee's~~ **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.

20.4.2 **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 ~~employees~~ **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 ~~employee~~ **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 ~~h~~**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 ~~7.686%~~ **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%	

Amendment	Permanent Increases	Unfunded Accrued Liability Increase	Total Unfunded Accrued Liability Increase
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%

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 D) 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 ~~21.4.1~~ 21.5.1, ~~current~~ a unit members ~~at the time of ratification of this Agreement (Oct 30th, 2012)~~ 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 DC).

21.5.3 ~~Effective July 1, 2014, a~~ Any employee unit member hired on or after July 1, 2014, upon retirement from the eCenter, ~~and in accordance with 21.5.1, and notwithstanding section Appendix DC, 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 ~~employee 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 *{Note: TA Maintain current contract language.}*

If any ~~a~~Article or provision of this ~~a~~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 ~~a~~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 ~~Call Taker~~ **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 ~~employees~~ **unit members**. New employees are added to the bottom of the list based on hire date.

24.2.3.1 If two ~~employees~~ **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)** ~~Dispatcher~~ will be placed above an employee hired as a ~~Recruit~~ **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 ~~Call Taker~~ **Dispatcher 1(B)**, will be placed below ~~employees~~ **unit members** with the same hire date who advanced to the **Dispatcher 2(B)** status. If two (2) or more ~~employees~~ **unit members** with the same hire date remain ~~Call Taker~~ **Dispatcher 1(B)**, seniority will be based on test scores.

24.3 Adjustment of Seniority Dates

24.3.1 ~~An employee's~~ 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 ~~employees~~ 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 ~~an employee~~ a unit member to his/her bid shifts and days off.

25.2 Annual Shift Bid

25.2.1 ~~Employees~~ 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 ~~Communications Manager~~ 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, 2018~~ **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 ~~Chief~~-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 ~~Fire/EMS~~-**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%).

~~Local 856 may reopen negotiations if another PERB recognized bargaining unit at the Center negotiates a collective bargaining agreement that:~~

- ~~● includes an improvement to the salary schedule for 2014/2015, 2015/2016, 2016/2017 or 2017/2018.~~
- ~~● contains a reduction in compensation for 2014/2015, 2015/2016, 2016/2017 or 2017/2018 that is less than that which has been agreed to by Local 856.~~

27. TESTING RELEASE TIME *{Note: TA Maintain current contract language.}*

27.1 Release to Participate

Employees—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 ~~PTO~~ CTO) should they be scheduled to work the night preceding a test in which they are scheduled to participate.

28. TRAINING *{Note: TA Maintain current contract language.}*

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 ~~Employees~~ **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, ~~an employee~~ **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 ~~employee~~ **unit member** shall be issued three (3) polo shirts, at no cost to the ~~employee~~ **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 ~~the academy,~~ **Telephone and Main Dispatch Training and appointment to Dispatcher 1(B),** each ~~employee~~ **unit member** shall receive a uniform voucher **in an amount not to exceed the cost of** for a Class A Uniform (~~Long sleeve shirt, pant or skirt, belt, tie and tie bar~~).

29.2 Annual Allowances

29.2.1 ~~Effective October~~ **Commencing July 1, 2019, and each July thereafter** of each ~~contractual year~~ **this contract,** the ~~employee~~ **unit member** shall receive a ~~the~~ sum of ~~Five h~~ **Hundred f** ~~Fifty d~~ **Dollars (\$550.00)** to **use for the** purchase of additional uniforms or **for** uniform maintenance.

29.2.2 ~~SRFECC will purchase, effective January 1, 2015, each non probationary employee shall receive a uniform voucher for a Class A Uniform (long sleeve shirt, pant or skirt, belt, tie and tie bar).~~ Effective January 1, ~~2016~~ **2019,** and every ~~year~~ **January** thereafter, ~~upon request~~ each non-probationary ~~employee~~ **unit member** shall receive a ~~uniform~~ **uniform** voucher **in an amount not to exceed the cost of a Class A** for a ~~replacement~~ **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.

~~29.4 Jeans/Denim~~

~~**Jeans or denim type trousers or skirts will not be allowed without the prior approval of Center management.**~~

30. WAGES

~~**Note: Revise as necessary (e.g. 30.4.2 and 30.4.3) to reflect new classification structure.**~~

30.1 Salary Schedule

~~Effective upon ratification, all salaries shall be maintained at levels stated in Appendix "E."~~
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 "E", Base Salary Ranges Exclusive of FLSA.

30.2 Night Shift Differential

A night shift differential shall be paid to each ~~employee~~ **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 ~~employees~~ **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-~~Advancement~~/Placement / Advancement

30.4.1 All New Hires

~~New employees~~ **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 Recruit Dispatcher 1(A)

30.4.2.1 A new employee unit member without dispatch experience will typically be hired as a Recruit Dispatcher 1(A) in a probationary employment status at Step 1.

30.4.2.2 A Recruit Dispatcher will advance in a probationary employment status to Step 2 upon successful completion of the recruit academy classroom/the training program.

30.4.2.3 A Recruit Dispatcher will advance in a probationary employment status to Step 3 upon successful completion of the telephone training program.

30.4.2.4 A Recruit Dispatcher will advance in a probationary employment status to Step 4 upon successful completion of the radio dispatcher training program and shall remain on Step 4 until eighteen (18) months of hire.

30.4.2.5 A Recruit Dispatcher will advance to Dispatcher Step 1 upon successful completion of eighteen (18) month probation, telephone training and radio training.

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

30.4.2.63 Thereafter, 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 occur on the date of advancement to Dispatcher and shall 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 ~~employee's~~ **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 ~~employees~~ **unit members** will be assigned, by management, from 12-hour dispatch shifts to other ~~administrative~~ duties that may have different work schedules. These ~~employees~~ **unit members** shall be known as dispatch ~~administrative~~ 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 ~~employee~~ **unit member**, and approved ~~in advance~~ by Center management, no ~~employee~~ **unit member** shall earn CTO.

30.6.1.1 If CTO is granted, no ~~employee~~ **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 ~~Employees~~ **Unit members** shall be paid once per month on the last day of the month:

30.7.1.1 Each paycheck shall include the ~~employee's~~ **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 ~~employee(s)~~ **unit member(s)**, the Center shall make an “in lieu of payment” to the affected ~~employee(s)~~ **unit member(s)**, as long as the payment error exceeds ~~fifty d~~ **Fifty d** Dollars (\$50.00). If the payment error is ~~fifty d~~ **Fifty d** Dollars (\$50.00) or less, the affected ~~employee(s)~~ **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 ~~employees~~ **unit members**.
- 31.2.2 ~~Employees~~ **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 ~~an employee~~ **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 ~~employee~~ **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 ~~FIRE/EMS~~
PUBLIC SAFETY COMMUNICATIONS
CENTER

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

Date: _____

Date: _____

By: _____

By: _____

~~Teresa Murray~~ **Joseph B. Thuesen**
~~Chief~~ Executive Director

[Secretary/Treasurer]

Date: _____

[Local 856 Representative]

Date: _____

[Local 856 Representative]

Date: _____

[Local 856 Representative]

REPRESENTED JOB CLASSIFICATIONS

Recruit Dispatcher
~~Call Taker~~
Dispatcher

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.

{Note: TA Maintain current contract language.}

SACRAMENTO REGIONAL ~~FIRE/EMS~~ 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)

{Note: TA Maintain current contract language.}

SACRAMENTO REGIONAL FIRE/EMS 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
POLICY & PROCEDURE

SECTION: II
SUBJECT: 200.250

POLICY: ~~_____~~ X _____

PROCEDURE:

SUBJECT: ~~_____~~ Excessive Use of Sick Leave

OBJECTIVE: ~~To establish a definition for excessive use of sick leave.~~

~~To establish an administrative process, and corrective action, to reduce excessive use of sick leave.~~

I. ~~Excessive Use of Sick Leave Defined~~

~~Excessive use of sick leave is the use of sick leave by an employee when that employee is physically and mentally able to work.~~

~~Absent extraordinary circumstances, excessive use of sick leave shall occur when the employee accrues seven (7) or more occurrences within the immediately preceding twelve (12) months.~~

II. ~~Corrective Action For Return to Work~~

A. ~~Leave Control~~

- ~~1. Any employee engaging in excessive use of sick leave usage may be required to obtain a medical certificate from their physician in order to receive pay (e.g., use sick leave) for the absence.~~
- ~~2. The medical certificate requirement shall remain in effect for a six (6) month period from the time of the occurrence that brought the situation to the Center's attention and/or until the excessive use ceases and/or until the employee is separated from service.~~
- ~~3. An employee placed on leave control shall be advised, in writing, of this requirement.~~

~~B. Follow Up~~

- ~~1. The attendance record of an employee engaged in excessive sick leave use shall be reviewed by the immediate supervisor.~~
- ~~2. If attendance does not improve to a satisfactory level, a report through the chain of command shall be directed to the Operations Manager for either administrative action and/or appropriate discipline.~~

~~C. Discipline~~

- ~~1. Excessive use of sick leave may result in the imposition of appropriate discipline.~~

~~III. Medical Clearance for Personnel on Leave Control~~

~~Personnel subject to leave control (see III.A. above) are subject to the following requirements and actions.~~

~~A. Submission Process~~

~~Such employees shall submit the physician's clearance to their immediate supervisor upon returning to work from sick leave.~~

- ~~1. If the immediate supervisor is not available, the clearance may be submitted to the on duty Shift Supervisor who will forward it to Payroll.~~
- ~~2. The medical clearance shall be signed by a physician or the attending nurse practitioner.~~

~~B. Failure to Submit~~

~~Failure to submit the required medical clearance upon return to duty, without acceptable cause, will result in no pay for the day(s) of absence until such time as an acceptable medical clearance is received.~~

~~IV. Reimbursement for Appropriate Use of Sick Leave~~

~~As an incentive to promote appropriate use of sick leave, employees who have rendered a minimum of five (5) continuous years of service with the Center at the time of retirement or resignation shall be reimbursed 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%

Note: This shall not apply in the case of a separation for cause.

Date adopted: July 1, 2000

Date revised: ~~January 25, 2011~~

Approved:

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. ~~Employee~~ **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. ~~Employee~~ **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 2014-2018-2021.**

2. MONTHLY PREMIUMS AND OTHER COSTS

a. Premiums

- (1) If actually required, and subject to the “pool” provisions set forth in ~~s~~Section 4, the Center will pay, up to the following amounts ~~for~~ **on behalf of** a full-time unit member **hired prior to July 1, 2014** unless the ~~employee 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:
~~a~~**Any employee-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. ~~Employee~~**The unit member** shall be required to sign an Opt-Out Benefit waiver.

- (2) For all new ~~employees~~ **unit members** hired on or after July 1, 2014, the Center will pay up to ~~thirteen hundred dollars~~ **One Thousand Three Hundred Dollars (\$1,300.00)** ~~for~~ **on behalf of** a full-time unit member to be applied to Medical, Dental and/or Vision benefits. ~~These employees are not subject to~~ **The provisions of Appendix ~~D~~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 ~~D~~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 ~~employees~~ **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 ~~employee~~ **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.
- d. ~~Each January of this Agreement, this process shall be repeated.~~

SALARY SCHEDULE

*WILL BE UPDATED TO REFLECT THE FOLLOWING INCREASES BY THE ACCOUNTING MANAGER

EFFECTIVE JULY 1, 2014 ~~3%~~

EFFECTIVE JULY 1, 2015 ~~2%~~

EFFECTIVE JULY 1, 2016 ~~2%~~

EFFECTIVE JULY 1, 2017 ~~3%~~

Effective Ratification

Position	Enter Academy Step 1			Complete Academy Step 2			Complete Telephone Step 3			Complete Radio Step 4		
	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Recruit Dispatcher	20.47	3,902.95	46,835.40	20.98	4,000.19	48,002.28	21.51	4,101.24	49,214.88	22.05	4,204.20	50,450.40

Position	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Call Taker	21.52	4,103.15	49,237.80	22.60	4,309.07	51,708.84	23.74	4,526.43	54,317.16									
Dispatcher	22.60	4,309.07	51,708.80	23.74	4,526.43	54,317.12	24.22	4,637.01	55,641.16	24.93	4,752.22	57,030.8	26.18	4,901.65	58,800.8	27.8	5,230.52	62,872.24

	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 ~~affected~~ as follows:
 - a. Each lower step of Dispatcher shall be five percent (5%) lower than the preceding step.
 - b. ~~The hourly rate for Recruit Dispatcher at Step 4 shall be two and one half percent (2 ½%) less than Step 1 of Dispatcher. Each lower step of Recruit Dispatcher shall be two and one half percent (2 ½%) less 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).

ATTACHMENT 2

		<i>Step 1</i>		<i>Step 2</i>		<i>Step 3</i>		<i>Step 4</i>		<i>Step 5</i>
Dispatch (OLD)	Recruit	22.60		23.15		23.74		24.34		
	Call Taker	23.75		24.94		26.20				
	Dispatch	24.94		26.20		27.51		28.89		30.33

		<i>Step 1</i>		<i>Step 2</i>	<i>Step 3</i>			<i>Step 4</i>		<i>Step 5</i>
Dispatch (NEW)	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

ATTACHMENT 3

Local 856

NAME	CURRENT POSITION	CURRENT STEP	CURRENT HRLY RATE	PROPOSED POSITION	PROPOSED STEP	PROPOSED HRLY RATE	
Basi	Recruit	Step 2	23.15	Dispatcher 1	Step 1	23.28	1%
Campbell	Dispatcher	Step 4	28.89	Dispatcher 2	Step 4	32.76	13%
Carroll	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Edwards	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Goodnow	Call Taker	Step 4	26.20	Dispatcher 1	Step 4	26.95	3%
Goucher	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Guerrero	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Kizzie	Recruit	Step 3	23.74	Dispatcher 1	Step 2	24.44	3%
Kukharets	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Macias	Call Taker	Step 3	26.20	Dispatcher 1	Step 5	28.30	8%
McGrath	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Meyer	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Miller	Call Taker	Step 3	26.20	Dispatcher 1	Step 5	28.30	8%
Rooke	Call Taker	Step 3	26.20	Dispatcher 1	Step 5	28.30	8%
Shelton	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Short	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Smelser	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Stefenoni	Call Taker	Step 3	26.20	Dispatcher 1	Step 5	28.30	8%
Stockman	Recruit	Step 3	23.74	Dispatcher 1	Step 3	25.67	8%
Swett	Dispatcher	Step 4	28.89	Dispatcher 2	Step 4	32.76	13%
Tackett	Dispatcher	Step 5	27.51	Dispatcher 1	Step 5	28.30	3%
Vazquez	Recruit	Step 3	23.74	Dispatcher 1	Step 3	25.67	8%
Vinciguerra	Recruit	Step 2	23.15	Dispatcher 1	Step 1	23.28	1%
Walker	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Wolfe	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%
Wootton	Dispatcher	Step 5	30.33	Dispatcher 2	Step 5	34.40	13%

ATTACHMENT 4

*** INFORMATIONAL ONLY ***

NAME	Old Pay	New Pay	Difference	Regular Hours	\$	OLD OT	NEW OT	DIFF	OT LOG	OT LOG PAY	SUB TOTAL	LONG	SIGNING BONUS	TOTAL	NAME	
Basi	\$22.60	\$23.28	\$0.68	349.00	\$236.62	\$ 33.90	\$ 34.92	\$ 1.02	0.00	\$ -	\$236.62	\$0.00	\$500.00	\$736.62	Basi	
Campbell	\$28.89	\$32.76	\$3.87	864.75	\$3,346.58	\$ 43.34	\$ 49.14	\$ 5.81	76	\$ 441.18	\$3,787.76	\$150.00	\$500.00	\$4,437.76	Campbell	
Carroll	\$30.33	\$34.40	\$4.07	797.25	\$3,244.81	\$ 45.50	\$ 51.60	\$ 6.11	90	\$ 549.45	\$3,794.26	\$900.00	\$500.00	\$5,194.26	Carroll	
Edwards	\$30.33	\$34.40	\$4.07	931.00	\$3,789.17	\$ 45.50	\$ 51.60	\$ 6.11	61.25	\$ 373.93	\$4,163.10	\$450.00	\$500.00	\$5,113.10	Edwards	
Goodnow	\$24.94	\$26.95	\$2.01	538.50	\$1,082.39	\$ 37.41	\$ 40.43	\$ 3.01	48.6	\$ 146.53	\$1,228.91	\$150.00	\$500.00	\$1,878.91	Goodnow	
"	\$26.20	\$26.95	\$0.75	248.50	\$186.38	\$ 39.30	\$ 40.43	\$ 1.13	0	\$ -	\$186.38	****	****			
Goucher	\$30.33	\$34.40	\$4.07	983.50	\$4,002.85	\$ 45.50	\$ 51.60	\$ 6.11	101.5	\$ 619.66	\$4,622.50	\$150.00	\$500.00	\$5,272.50	Goucher	
Guerrero	\$30.33	\$34.40	\$4.07	802.00	\$3,264.14	\$ 45.50	\$ 51.60	\$ 6.11	161.5	\$ 985.96	\$4,250.10	\$1,250.00	\$500.00	\$6,000.10	Guerrero	
Kizzie	\$23.16	\$24.44	\$1.28	540.00	\$691.20	\$ 34.74	\$ 36.66	\$ 1.92	0	\$ -	\$691.20	\$0.00	\$500.00	\$1,191.20	Kizzie	
"	\$23.74	\$24.44	\$0.70	526.75	\$368.73	\$ 35.61	\$ 36.66	\$ 1.05	53	\$ 55.24	\$423.97	****	****			
Kukharets	\$30.33	\$34.40	\$4.07	972.00	\$3,956.04	\$ 45.50	\$ 51.60	\$ 6.11	193.5	\$ 1,181.32	\$5,137.36	\$350.00	\$500.00	\$5,987.36	Kukharets	
Macias	\$26.20	\$28.30	\$2.10	872.00	\$1,831.20	\$ 39.30	\$ 42.45	\$ 3.15	62.5	\$ 196.88	\$2,028.08	\$750.00	\$500.00	\$3,278.08	Macias	
McGrath	\$30.33	\$34.40	\$4.07	880.75	\$3,584.65	\$ 45.50	\$ 51.60	\$ 6.11	80.25	\$ 489.93	\$4,074.58	\$700.00	\$500.00	\$5,274.58	McGrath	
Meyer	\$30.33	\$34.40	\$4.07	864.00	\$3,516.48	\$ 45.50	\$ 51.60	\$ 6.11	57	\$ 347.99	\$3,864.47	\$250.00	\$500.00	\$4,614.47	Meyer	
Miller	\$26.20	\$28.30	\$2.10	1017.75	\$2,137.28	\$ 39.30	\$ 42.45	\$ 3.15	141	\$ 444.15	\$2,581.43	\$250.00	\$500.00	\$3,331.43	Miller	
Rooke	\$26.20	\$28.30	\$2.10	886.00	\$1,860.60	\$ 39.30	\$ 42.45	\$ 3.15	97	\$ 305.55	\$2,166.15	\$250.00	\$500.00	\$2,916.15	Rooke	
Shelton	\$30.33	\$34.40	\$4.07	888.00	\$3,614.16	\$ 45.50	\$ 51.60	\$ 6.11	182.5	\$ 1,114.16	\$4,728.32	\$300.00	\$500.00	\$5,528.32	Shelton	
Short	\$30.33	\$34.40	\$4.07	852.50	\$3,469.68	\$ 45.50	\$ 51.60	\$ 6.11	115.75	\$ 706.65	\$4,176.33	\$450.00	\$500.00	\$5,126.33	Short	
Smelser	\$30.33	\$34.40	\$4.07	859.00	\$3,496.13	\$ 45.50	\$ 51.60	\$ 6.11	63.25	\$ 386.14	\$3,882.27	\$150.00	\$500.00	\$4,532.27	Smelser	
Stockman	\$23.74	\$25.67	\$1.93	893.75	\$1,721.36	\$ 35.62	\$ 38.51	\$ 2.89	66	\$ 190.67	\$1,912.04	\$50.00	\$500.00	\$2,462.04	Stockman	
Swett	\$28.89	\$32.76	\$3.87	958.00	\$3,707.46	\$ 43.34	\$ 49.14	\$ 5.81	105.25	\$ 610.98	\$4,318.44	\$250.00	\$500.00	\$5,068.44	Swett	
Tackett	\$27.50	\$29.72	\$2.22	909.25	\$2,018.54	\$ 41.25	\$ 44.58	\$ 3.33	127.25	\$ 423.74	\$2,442.28	\$250.00	\$500.00	\$3,192.28	Tackett	
Vazquez	\$23.74	\$24.44	\$0.70	1044.00	\$726.62	\$ 35.62	\$ 36.66	\$ 1.04	180.25	\$ 188.18	\$914.81	\$50.00	\$500.00	\$1,464.81	Vazquez	
Walker	\$30.33	\$34.40	\$4.07	834.00	\$3,394.38	\$ 45.50	\$ 51.60	\$ 6.11	72.83	\$ 444.63	\$3,839.01	\$950.00	\$500.00	\$5,289.01	Walker	
Wolfe	\$30.33	\$34.40	\$4.07	792.00	\$3,223.44	\$ 45.50	\$ 51.60	\$ 6.11	231.75	\$ 1,414.83	\$4,638.27	\$800.00	\$500.00	\$5,938.27	Wolfe	
Wootton	\$30.33	\$34.40	\$4.07	972.00	\$3,956.04	\$ 45.50	\$ 51.60	\$ 6.11	90	\$ 549.45	\$4,505.49	\$350.00	\$500.00	\$5,355.49	Wootton	
					\$66,426.91						\$12,167.19	\$78,594.10	\$9,200.00	\$12,000.00	\$99,183.76	

ATTACHMENT 5

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.

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: _____

**SRFECC
AMENDED AND RESTATED
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This agreement (“Agreement”) is by and between the Sacramento Regional Fire/EMS Communications Center, a California Joint Powers Agency, with offices at 10230 Systems Parkway, Sacramento, California (“Center”) and Northrop Grumman Systems Corporation, a Delaware corporation, through its Mission Systems Sector, Missile Defense & Protective Systems division, Integrated Fires & Protective Systems Business Unit, Land Forces and Protective Systems Operating Unit with offices at 7575 Colshire Drive, McLean, Virginia 22102 (formerly known as PRC Public Sector, Inc.) (“Northrop Grumman”), (together, the Center and Northrop Grumman are referred to as the “Parties” and individually, as a “Party”).

RECITALS

WHEREAS, the Parties entered into an original Agreement on February 17, 1995 (“Original Agreement”), for the Installation and Licensing of a COBOL-based Altaris Computer Assisted Dispatch (“CAD”) system (“Original Altaris System”); and

WHEREAS, over the years, the Parties have established a custom and usage of entering into periodic amendments to upgrade the software, maintenance and hardware included in the Original Altaris System; and

WHEREAS, the Original Altaris System is reaching its end-of-life stage and due to its age, has “crashed” three times since January 1, 2019; and

WHEREAS, Northrop Grumman has proposed an upgrade to the Original Altaris System which would update the platform from a COBOL-based system to a Windows 10-based system (“New System”); and

WHEREAS, the Parties have a current Maintenance Agreement on the Original Altaris System which will be terminated conterminous with implementation (“Go-Live”) of the New System; and

WHEREAS, the Parties now wish to amend and restate the Original Agreement in its entirety unless otherwise specifically provided as set forth in new terms and conditions (“New Agreement”). This New Agreement expressly supersedes and replaces in full the Original Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. EXHIBITS/ATTACHMENTS/ANNEX/SCHEDULE

This Agreement has multiple Exhibits and Attachments. Any Exhibit or Attachment that is specified in this Agreement is by this reference made a part of the Agreement.

Exhibits and Attachments include:

- Exhibit 1: Northrop Grumman Statement of Work (“SOW”)

**SRFECC
AMENDED AND RESTATED
SOFTWARE LICENSE AND SERVICES AGREEMENT**

- Exhibit 2: SRFECC General Terms and Conditions
- Exhibit 3: Northrop Grumman Irrevocable Letter of Credit in Favor of Center
- Exhibit 4: Northrop Grumman Insurance Requirements
- Exhibit 5: Escrow Account for Northrop Grumman Source Code
- Attachment A. First Responder Solutions Software Service Agreement
- Attachment A, Annex A: Certification of Project Milestone Completion
- Attachment B. First Responder Solutions Software License Agreement
- Attachment B, Schedule 1: Software
- Attachment C. First Responder Solutions Software Maintenance Agreement
- Attachment C, Exhibit A: Call Priority Definitions
- Attachment C, Exhibit B: Price and Payment
- Attachment C, Exhibit C: Time & Materials Rates and On Demand Maintenance Services
- Attachment C, Exhibit D: Maintained Software Products
- Attachment D Project Schedule

(a) In the event of any inconsistency between the parts of this Agreement (above), the inconsistency shall be resolved by giving precedence in the following order:

- i. This Agreement including any amendments
- ii. Exhibit 2, SRFECC General Terms and Conditions
- iii. Exhibit 1, Northrop Grumman Statement of Work
- iv. The Attachments as listed above
- v. Exhibit 3, Northrop Grumman Irrevocable Letter of Credit in Favor of Center
- vi. Exhibit 4, Northrop Grumman Insurance Requirements
- vii. Exhibit 5, Escrow Account for Northrop Grumman Source Code

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on March 29, 2019 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) December 12, 2019.

3. INDEPENDENT NORTHROP GRUMMAN

Northrop Grumman, in the performance of this Agreement, is and shall act as an independent entity. Northrop Grumman understands and agrees that Northrop Grumman and all of Northrop Grumman’s employees shall not be considered officers, employees, agents, partner, or joint venture of the Center, and are not entitled to benefits of any kind or nature normally provided employees of the Center and/or to which the Center’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Northrop Grumman shall assume full

**SRFECC
AMENDED AND RESTATED
SOFTWARE LICENSE AND SERVICES AGREEMENT**

assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Northrop Grumman's employees.

4. STATEMENT OF WORK

Northrop Grumman shall furnish to the Center the services ("Services") described in Exhibit 1 (Northrop Grumman Statement of Work).

5. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions applicable to the Services and the Project Software License are set forth in Exhibit 2.

6. LETTER OF CREDIT

Northrop Grumman will post a letter of credit in favor of the Center in accordance with the letter of intent and form of letter of credit set forth in Exhibit 3. The letter of credit shall be posted by May 1, 2019, or such later date as reasonably required by the Parties.

7. INSURANCE

Exhibit 4, entitled Northrop Grumman Insurance Requirements, is attached and incorporated by reference.

8. ESCROW ACCOUNT FOR NORTHROP GRUMMAN SOURCE CODE

Northrop Grumman and the Center will establish a three-party escrow arrangement with Iron Mountain for the benefit of the Center as set forth in Exhibit 5. The arrangement shall be established by May 1, 2019, or such later date as reasonably required by the Parties.

9. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To Center:

Sacramento Regional Public Safety
Communications Center
10230 Systems Parkway
Sacramento, CA 95827
Attn: Executive Director

To Northrop Grumman:

Northrop Grumman Systems
Corporation
7575 Colshire Drive
McLean, Virginia 22102
Attention: John Kouri
Contracts Manager

**SRFECC
AMENDED AND RESTATED
SOFTWARE LICENSE AND SERVICES AGREEMENT**

10. LIMITATION OF LIABILITY

Except as provided in this Agreement, each Party's financial obligation under this Agreement shall be limited to the amount of the compensation for performance arising under this Agreement. Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party, whether the claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

**Sacramento Regional Public Safety
Communications Center**

Northrop Grumman Systems Corporation

Date: March 29, 2019

Date: March 29, 2019

By: 

By: 

Print Name: Joseph B. Thuesen

Print Name: JOHN KOUKI

Its: Chief Executive Director

Its: CONTRACTS MANAGER

Sacramento Regional Fire/EMS
 Communciations Center
 10230 Systems Pkwy
 Sacramento, CA 95827
 Phone: (916) 228-3070
 www.srfecc.ca.gov

Purchase Order	
Purchase Order No.	4684241
Date	3/28/2019

Vendor:

Northrop Grumman Systems Corp
 88056 Expedite Way
 Chicago IL 60695

Ship To:

Sacramento Regional Fire/EMS
 Communciations Center
 10230 Systems Pkwy
 Sacramento, CA 95827

Contract Number:

^ Changed Since the Previous Revision

Shipping Method		Payment Terms		Confirm With			Page
		Net 30					1
L/N	Item Number	Req. Date	U/M	Ordered	Unit Price	Ext. Price	
Description							
1	4684241 -1	3/28/2019	Each	1.00	\$ 429,446.00	\$ 429,446.00	
CR-75270 Integrity Server Upgrade							
2	4684241 -2	3/28/2019	Each	1.00	\$ 1,991,562.00	\$ 1,991,562.00	
COMMANDPOINT COMPUTER-AIDED-DISPATCH AND MOBILITY UPGRADE							

Subtotal	\$ 2,421,008.00
Trade Discount	\$ 0.00
Freight	\$ 0.00
Miscellaneous	\$ 0.00
Tax	\$ 0.00
Order Total	\$ 2,421,008.00

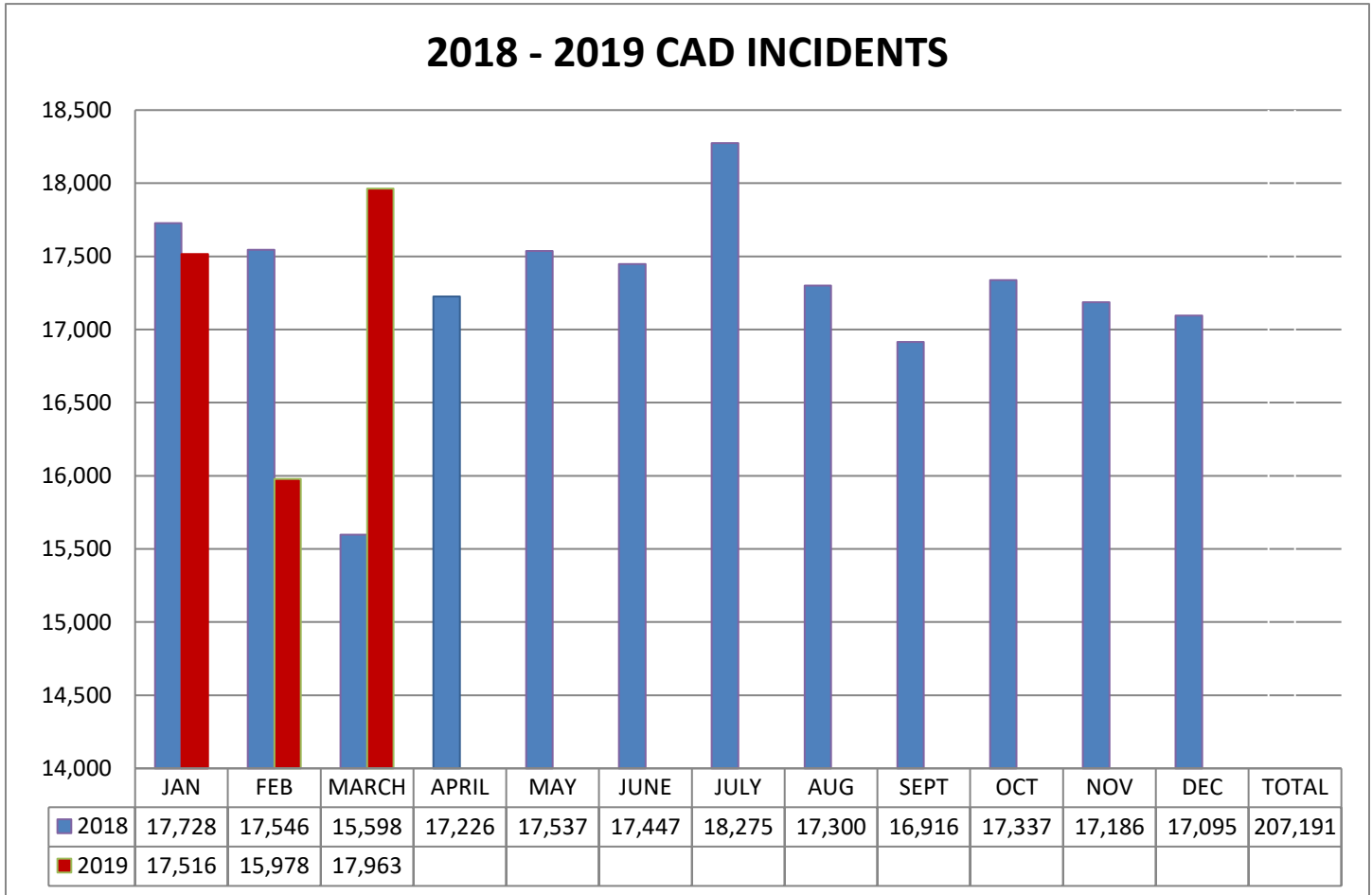
Prepayment	\$ 0.00
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 Authorized Signature

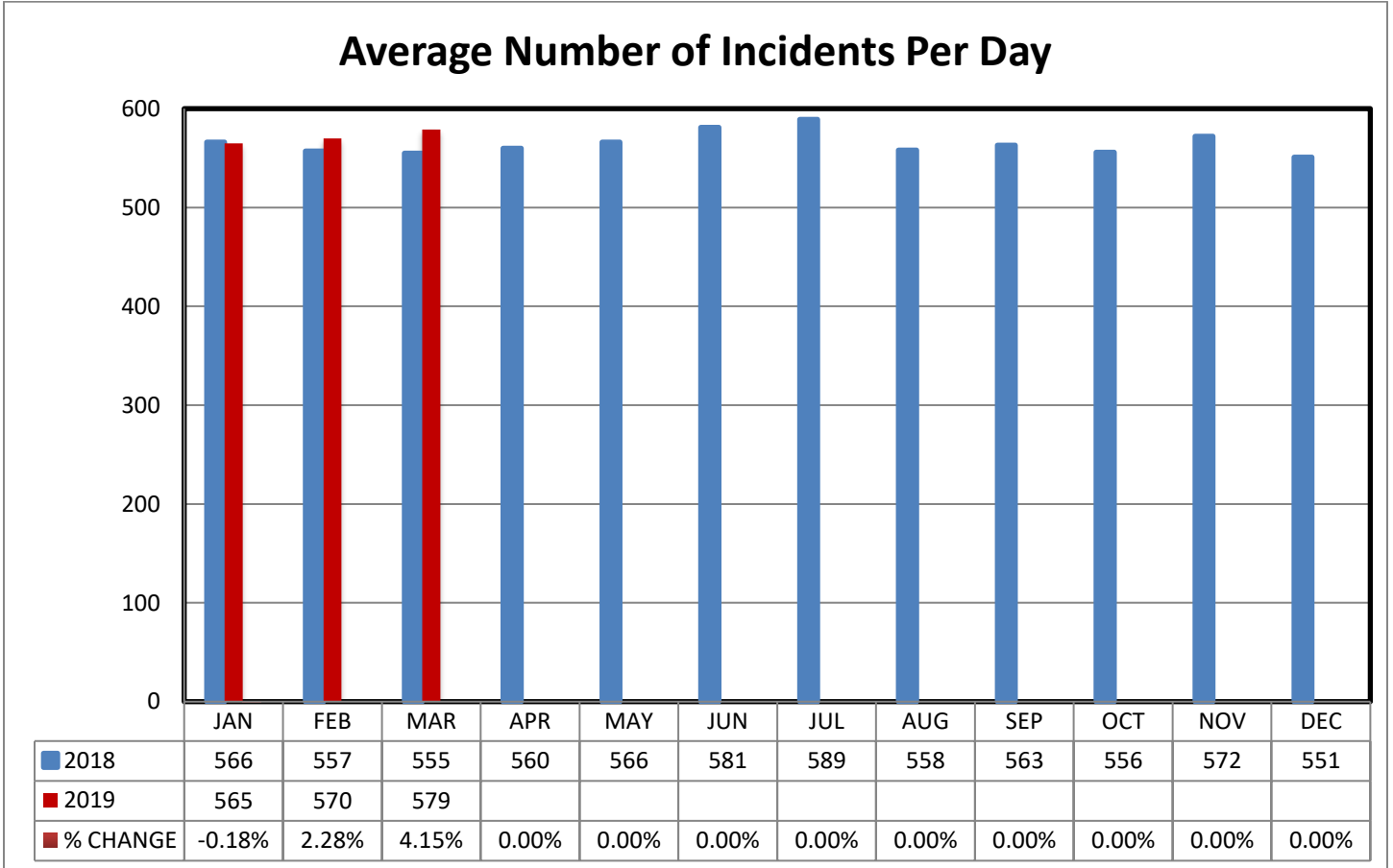
CAD Incidents - MARCH, 2019

Total number of CAD incidents entered for March: 17,963



CAD Incidents - MARCH, 2019

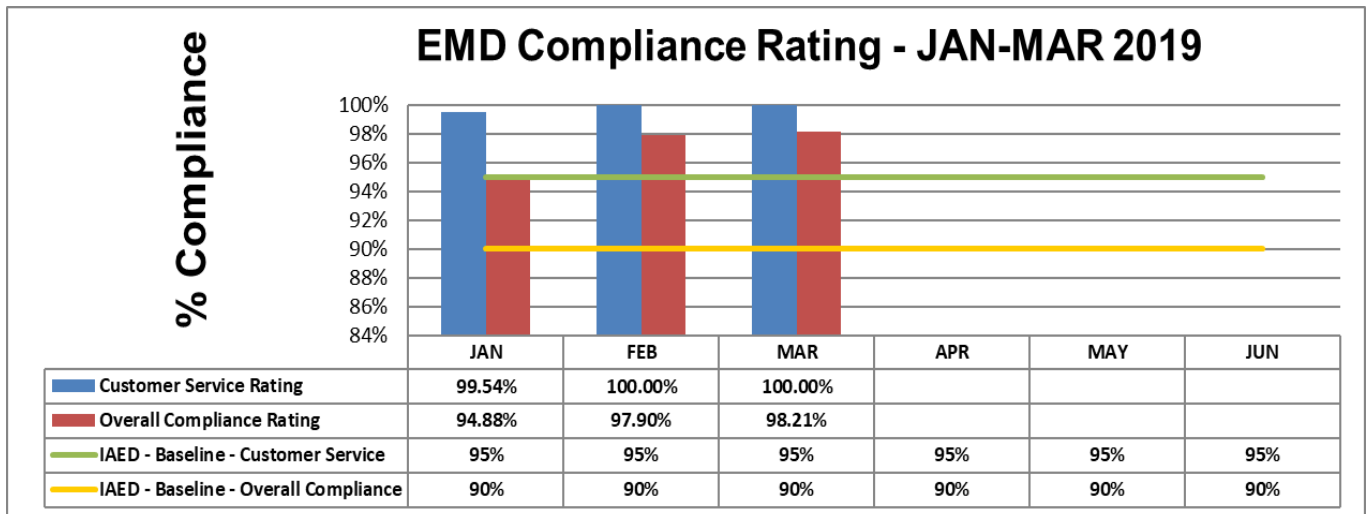
Average number of CAD incidents entered per day for March: 579



Emergency Medical Dispatching (EMD) Compliance Scores

- **Customer Service Score Average* (Baseline Requirement of 95%)**
 - **Overall Customer Service Score – MAR: 100%**
 - **Overall Customer Service Score – JAN to MAR: 99.88%**

- **Overall Compliance Score Average* (Baseline Requirement of 90%)**
 - **Overall Compliance Score – MAR: 98.21%**
 - **Overall Compliance Score – JAN to MAR: 97.18%**



**Effective Emergency Medical Dispatch (EMD) practices are based on the consistent use of medically approved dispatch protocols. EMD or the Medical Priority Dispatching System (MPDS) is in part based on published standards of the International Academy of Emergency Dispatch (IAED) in consultation with the National Association of EMS Physicians (NAEMSP), the American Society for Testing and Materials (ASTM), the American College of Emergency Physicians (ACEP), the U.S. Department of Transportation (USDOT), the National Institutes of Health (NIH), the American Medical Association (AMA), and more than 30 years of research, development, and field testing throughout the world. Overall, the dispatch protocols are established by the IAED Board of Fellows, which is also responsible for setting the accreditation process of the International Academy. Per IAED, the Quality Improvement/Assurance standards require a consistent, cumulative MPDS incident case review of at or above the stated baseline percentage.*

SRFECC Telephony Performance Measure March 2019

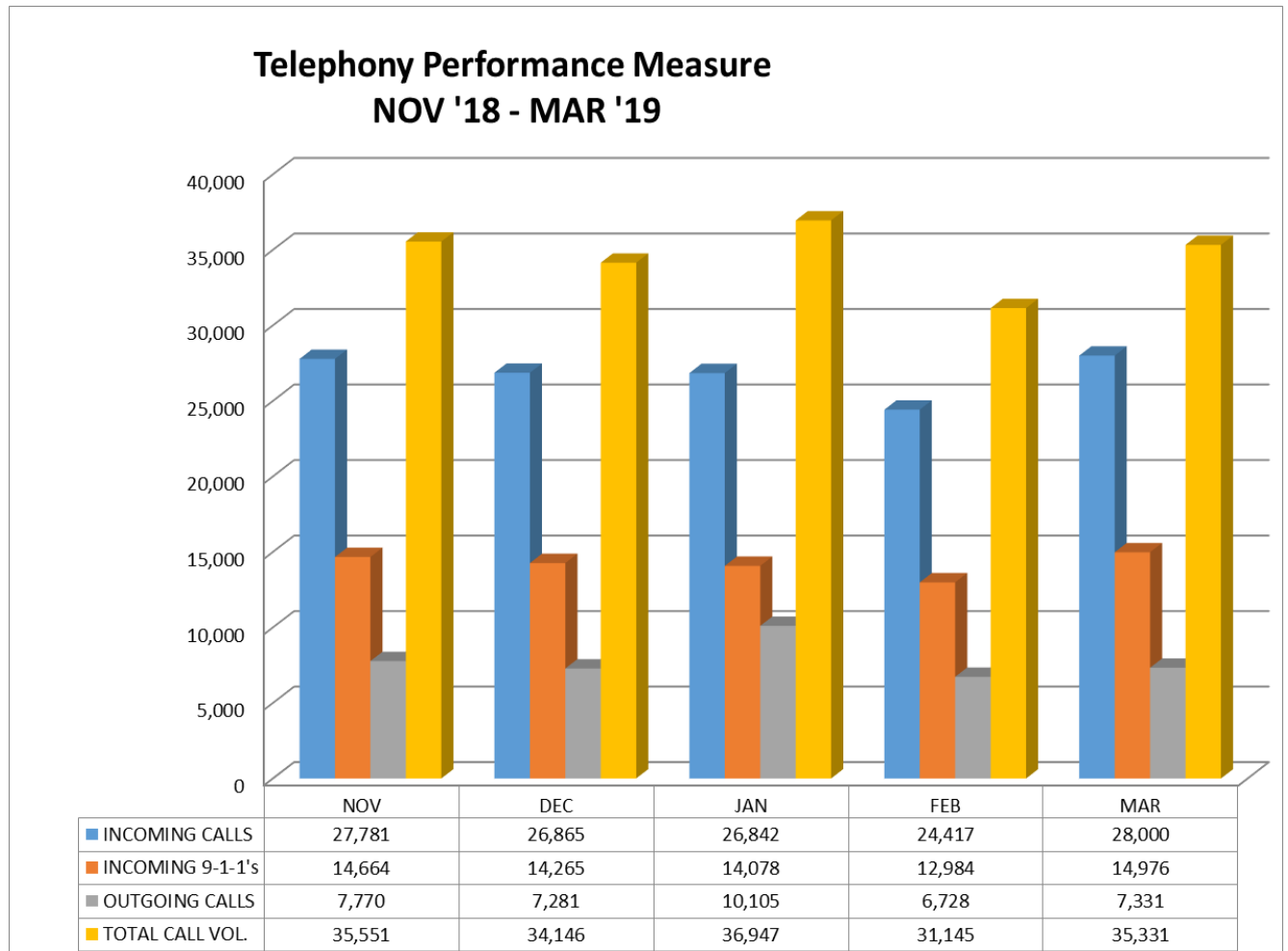
The following data is the telephony performance measures for the Sacramento Regional Fire/EMS Communications Center (SRFECC) during the month of March, 2019 for all incoming and outgoing calls to and from the Center on 9-1-1 lines, Seven-Digit Emergency (7DE) lines, Allied Agencies (i.e. Sacramento Police Dept.), Alarm Company lines, as well as Seven-Digit Administrative lines.

Summary of Information

During the month of March, 2019 dispatch staff processed **28,000** incoming calls and **7,331** outgoing calls for a total call volume of **35,331**.

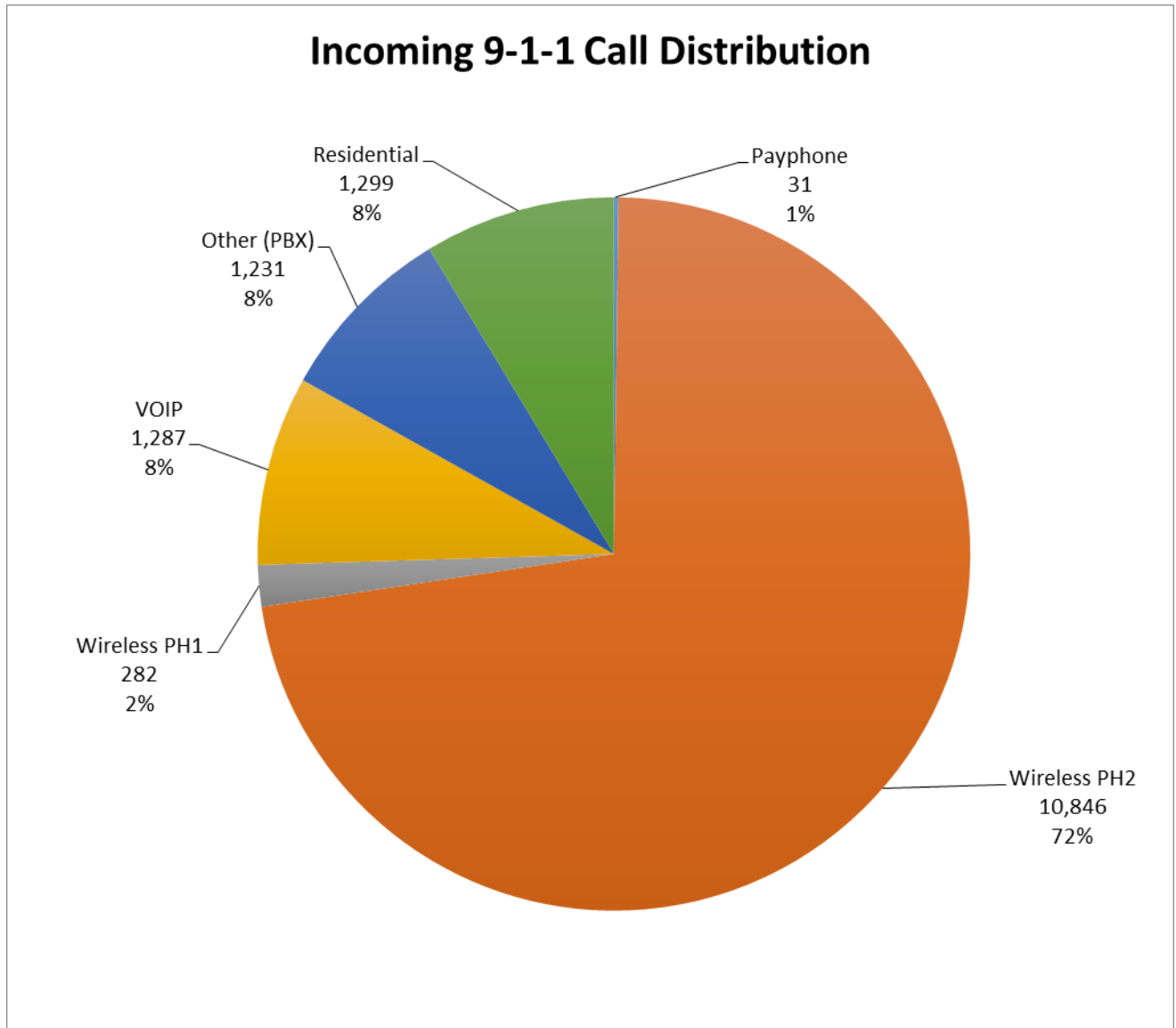
Detailed Breakdown of Information – Incoming Lines

- **9-1-1 Emergency lines: 14,976**
- **“Seven-Digit” Emergency lines (7DE): 4,062**
- **Allied Agency/Alarm Companies: 3,294**
- **Non-Emergency/Administrative (7DA) lines: 5,648**



SRFECC Telephony Performance Measure March 2019

The following data represents incoming call distribution according to class of service.
March totals: **14,976** incoming 9-1-1 calls:



SRFECC Telephony Performance Measure March 2019

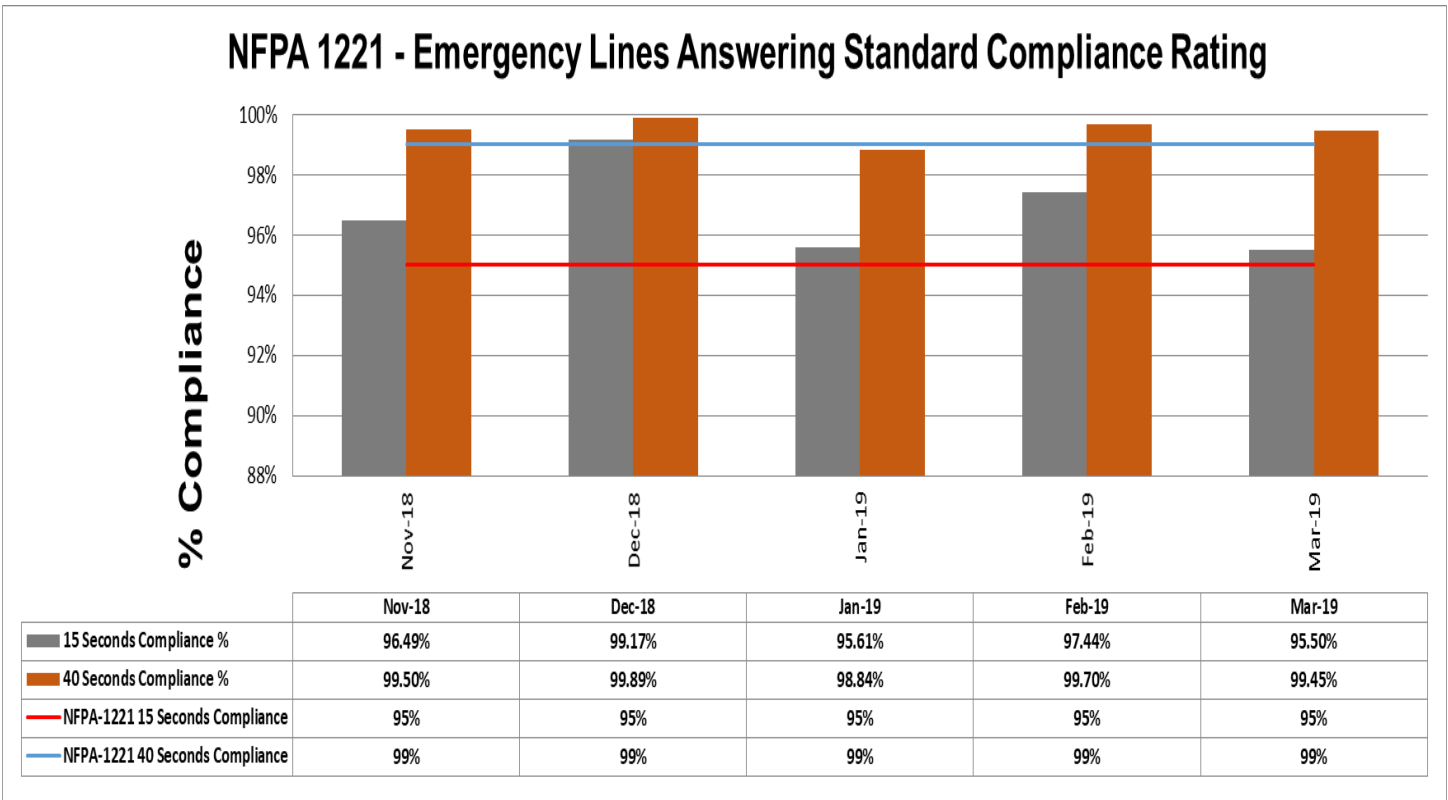
Emergency Lines Answering Standard: NFPA-1221 (2016 Edition)

According to NFPA-1221 (2016 ed.), Chp. 7, Sec. 7.4 – Operating Procedures:

Rule 7.4.1: *“Ninety-five percent of alarms received on emergency lines shall be answered within 15 seconds, and 99 percent of alarms shall be answered within 40 seconds.”*

NFPA-1221 (2016 ed.) recommends that all calls received on emergency lines shall be answered within 15 seconds 95% of the time and 99% percent of emergency lines shall be answered within 40 seconds – In March, the dispatch team answered all calls on emergency lines within 15 seconds **95.50%** of the time and answered within 40 seconds **99.45%**.

The following chart represents the Emergency Lines Answering Standard under NFPA-1221 (2016 ed.), Chapter 7, Section 7.4 – Operating Procedures, Rule 7.4.1 for identifying the 2017-2019 compliance performance ratings.



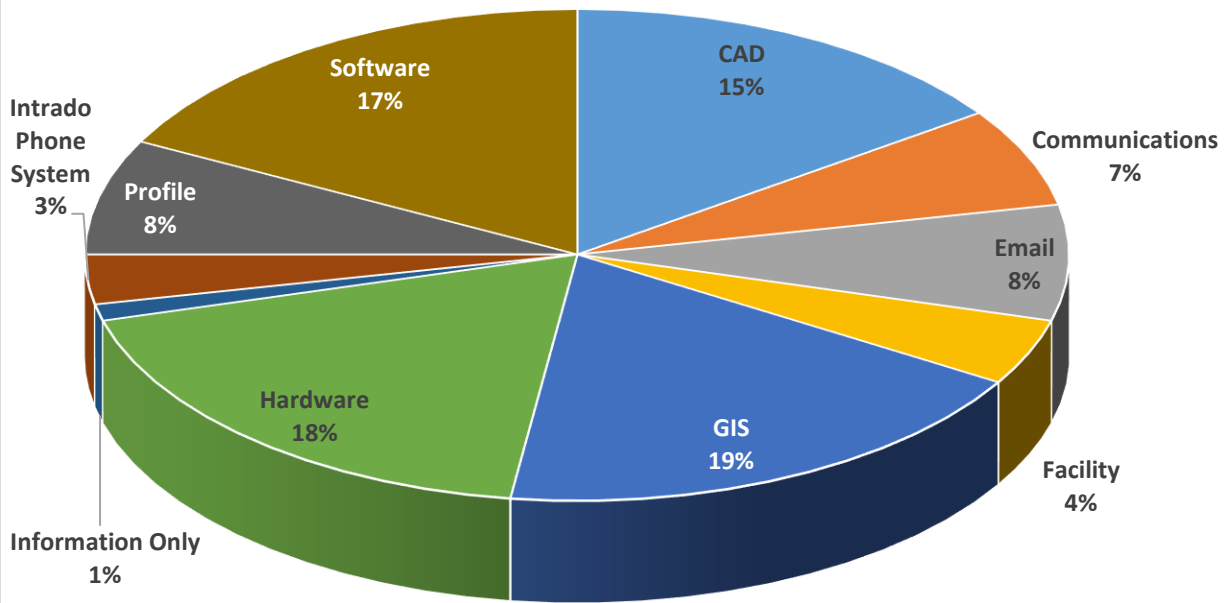
Opened vs. Closed Service Requests Per Category

Date range 03/01/2019 - 03/31/2019

Category	Opened SRs	Closed SRs	Total (Opened - Closed)
CAD	18	14	4
Communications	3	6	-3
Email	8	7	1
Facility	4	4	0
GIS	16	17	-1
Hardware	15	17	-2
Information Only	2	1	1
Intrado Phone System	3	3	0
Profile	6	7	-1
Software	19	16	3

Total	94	92	2
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Service Requests Closed in February



- CAD
- Communications
- Email
- Facility
- GIS
- Hardware
- Information Only
- Intrado Phone System
- Profile
- Software