

**REGULAR MEETING OF THE
MONTEREY PENINSULA AIRPORT DISTRICT
BOARD OF DIRECTORS**

October 11, 2017 - 10:00 AM

**Board Room, 2nd Floor of the Airport Terminal Building
200 Fred Kane Drive, Suite 200
Monterey Regional Airport**

(Unless you are a public safety official, please turn off your cell phone or place it on vibrate mode during the meeting. Thank you for your compliance.)

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. PUBLIC COMMENTS

Any person may address the Monterey Peninsula Airport District Board at this time. Presentations should not exceed three (3) minutes, should be directed to an item **NOT** on today's agenda, and should be within the jurisdiction of the Monterey Peninsula Airport District Board. Though not required, the Monterey Peninsula Airport District Board appreciates your cooperation in completing a speaker request form available on the staff table. Please give the completed form to the Monterey Peninsula Airport District Secretary. Comments concerning matters set forth on this agenda will be heard at the time the matter is considered.

E. CONSENT AGENDA - ACTION ITEMS

(10:15AM - 10:30AM Estimated)

(The Consent Agenda consists of those items which are routine and for which a staff recommendation has been prepared. A Board member, member of the audience or staff may request that an item be placed on the deferred consent agenda for further discussion. One motion will cover all items on the Consent Agenda. The motion to approve will authorize the action or recommendation indicated.)

- | | |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Approve | 1. <u>Minutes of the Committee Meeting of the Airport Property Development and Leases Committee of September 6, 2017</u> |
| Approve | 2. <u>Minutes of the Committee Meeting of the Air Carrier Service, Marketing and Community Relations Committee of September 6, 2017</u> |
| Approve | 3. <u>Minutes of the Committee Meeting of the Budget and Finance Committee of September 11, 2017</u> |
| Approve | 4. <u>Minutes of the Regular Meeting of September 13, 2017</u> |

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. REGULAR AGENDA - ACTION ITEMS

(10:30AM - 11:30AM Estimated)

- Adopt 1. [Resolution No. 1695, A Resolution Approving Submission of FY 2018-2023 Airport Capital Improvement Plan \(ACIP\); Approve Submittal to FAA; Authorize the Executive Director to Execute All Supporting Documents](#)
- Adopt 2. [Ordinance No. 923, An Ordinance Regulating Open Entry Taxicab System at the Monterey Regional Airport](#)
- Adopt 3. [Resolution No. 1696, A Resolution Ratifying a Successor Memorandum of Understanding \(MOU\), Covering the Period July 1, 2017 Through June 30, 2020, Between the Monterey Peninsula Airport District and the Monterey Airport Administrative Assistants Association and Authorizing the Members of the District's Negotiations Team to Execute the MOU](#)
- Adopt 4. [Resolution No. 1697, A Resolution Ratifying a Successor Memorandum of Understanding \(MOU\), Covering the Period July 1, 2017 Through June 30, 2020, Between the Monterey Peninsula Airport District and the Monterey Airport Police Officers Association and Authorizing the Members of the District's Negotiations Team to Execute the MOU](#)
- Adopt 5. [Resolution No. 1698, A Resolution Authorizing and Approving changes to Fiscal Year 2018 Salary Schedule, Listing Salary Ranges for the Monterey Peninsula Airport District](#)
- Presentation 6. [General Aviation Support by Michael La Pier](#)

H. ACCEPTANCE OF DEPARTMENT REPORTS

(11:30AM - 12:00PM Estimated)

[\(The board receives department reports which do not require any action by the board\)](#)

I. BOARD COMMITTEE REPORTS

(12:00PM - 12:15PM Estimated)

(Report on meetings attended by Board Members at Monterey Peninsula Airport District's expense - AB1234)

- a. Standing Committees:
 - i. Local Jurisdiction Liaison Directors Miller & Nelson
 - ii. Budget and Finance Directors Leffel & Sabo
 - iii. Air Service, Marketing and Community Relations Directors Miller & Nelson
 - iv. Airport Property Development and Leases Directors Leffel & Nelson
- b. Ad-Hoc Committees:
- c. Liaison/Representatives:
 - i. Local Agency Formation Commission Director Leffel Alt: Searle
 - ii. Regional Taxi Authority Director Leffel Alt: La Pier

- iii. Transportation Agency for Monterey County
- iv. Water Management District (Policy Advisory)
- v. Special Districts Association Liaison

Director Sabo Alt: Nelson
Director Searle Alt: Leffel
Director Miller Alt: Leffel

J. CLOSED SESSION

1. **REAL PROPERTY NEGOTIATIONS** (Government Code Section 54956.8) The Board will meet with Real Property Negotiators, Executive Director and District Counsel, regarding the properties identified as 2801 Monterey-Salinas Highway, Monterey, CA 93940.
2. **ANTICIPATED LITIGATION** (Government Code section 54956.9(d)(2)) the Board will meet with the Executive Director and District Counsel regarding anticipated litigation – one case.

K. RECONVENE TO OPEN SESSION

L. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

M. DISCUSSION OF FUTURE AGENDAS

(Any Board member may request the Board of Directors to instruct staff to report back to the Board at a future meeting concerning any matter or place a matter of business on a future agenda. Approval of such requests will be made by motion.)

N. ADJOURNMENT

AGENDA DEADLINE

All items submitted by the public for possible inclusion on the Board Agenda or in the Board packet must be received by 5:00 P.M. on the Friday before the first Wednesday of the month. This agenda is subject to revision and may be amended prior to the scheduled meeting. A final Agenda will be posted outside the District Offices in the Terminal Building at the Monterey Regional Airport 72 hours prior to the meeting.

Upon request and where feasible, the Monterey Peninsula Airport District will provide written agenda materials in appropriate alternate formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. In order to allow the District time within which to make appropriate arrangements, please submit a written request containing a brief description of the materials requested and preferred alternative format or auxiliary aid or service desired as far as possible in advance of the meeting. Requests should be sent to the District Secretary at 200 Fred Kane Drive, Suite 200, Monterey, California 93940.

MINUTES OF THE AIRPORT PROPERTY DEVELOPMENT & LEASES COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

September 6, 2017 - 10:00 AM - Administration Office Conference Room

A. CALL TO ORDER

The meeting was called to order at 10:10am. Chairman Nelson, Director Leffel and Executive Director La Pier were in attendance.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Discussion 1. New Leasing Opportunity - New Development

Executive Director La Pier reviewed with the committee a potential new development opportunity involving a parcel of land recently abandoned by Sky Park Self Storage. The parcel is adjacent to the self-storage facility immediately across from Monterey Jet Center. The proposal includes the lease of the property and the development of a new automobile storage facility. The proponent includes in their proposal the need for the District to recover 65' feet of District owned property currently being used as part of the adjacent golf course.

Executive Director La Pier expressed his opinion regarding the impact of the recovery of the property from the golf course and suggested it would be difficult for the course operator to continue to operate the golf hole impacted without significant re-design.

Director Leffel agreed and expressed her concern regarding the impact of the land recovery on the overall relationship between the Airport District and the United States Navy, the owners and operators of the golf course. Chairman Nelson echoed those concerns.

After conversation, it was agreed that the proposal should be returned to the proponent with the suggestion that the land recovery requirement be removed.

Discussion 2. New Leasing Opportunity - Harvest Construction

As a follow up to previous discussions with the Committee on the ongoing discussions with Harvest Construction regarding the potential development of new facilities to replace those the company currently occupies, Building 505 and 506, Executive Director La Pier reported that he had met with Ernie Lostrom and Sherman Lowe to develop a concept for redevelopment of a portion of the existing north side property to accommodate Harvest Construction development and plan for additional redevelopment in the area. He reviewed the results of that meeting with the Committee.

After discussion, the Committee suggested the concept be modified to include retention of an existing tenant either through planning around his existing development or construction of a new facility to house his operation. Executive Director La Pier indicated he would have additional conversation with Mr. Lostrom to reflect that suggestion.

Discussion 3. New Leasing Opportunity - Robert Talbott, Inc.

Executive Director La Pier reported that he had received correspondence from the CEO of Robert Talbott, Inc. requesting a new long-term lease for the property the company currently leases from the airport for a parking lot. He further requests the lease be modified to allow for development of structures in place of automobile parking. He also indicated that after some research it was determined that the property is currently indicated on the Airport Master Plan as a potential site for a new air traffic control tower.

The Committee and the Executive Director discussed the steps that would be needed to remove the designation of the property as a potential future site of the air traffic control tower. After discussion, the committee agreed that it would not be appropriate for the airport to move in that direction at this time.

E. ADJOURNMENT

The meeting was adjourned at 11:04am.

Minutes Approved at the Regular
Meeting of October 11, 2017

Matthew Nelson, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE AIR CARRIER SERVICE - MARKETING - COMMUNITY RELATIONS COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

September 6, 2017 - 11:00 AM - Administration Office Conference Room

A. CALL TO ORDER

The meeting was called to order at 11:10am. Chairman Nelson, Director Miller and Executive Director La Pier were in attendance.

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Review 1. Current Air Service Incentive Program

At the request of Director Miller, Executive Director La Pier reviewed the current air service incentive program with the Committee. He indicated the program was adopted by the Board previously and that it was amendable by the Board at any time with full Board action. The Committee and the Executive Director discussed incentive programs in general and how our incentive program compares to those of other airports.

After discussion, the committee agreed that the program should remain unchanged for now however they indicated that at some time in the future the program should be reviewed at length and updated if needed at the full Board level.

Review 2. Update on Recent Airline Meetings

Executive Director La Pier reviewed the results of recent airline meetings with the Committee. He highlighted the discussions with Allegiant Airlines regarding a Monterey destination approach and indicated that while Allegiant made no commitments to the concept they did agree to continue the conversation.

Highlighting the meeting with United Airlines, Executive Director La Pier indicated the conversation with UA representatives included the re-establishment of Denver hub service had gone better than expected and that opportunity may again be under consideration.

The Committee encouraged Executive Director La Pier to continue to focus on air service development in the hope that new service would be announced in the near future.

Review 3. Current Status of Small Community Air Service Development Program (SCASDP) Grant

Executive Director La Pier gave the committee an update on the status of the Small Community Air Service Development Program. He indicated that at the time of the meeting the status remained

unchanged. The latest discussion with representatives from DOT indicated that the application period may open sometime later in September however there is no real certainty to be offered at this time.

Review 4. Marketing, Advertising & Promotions

No report regarding new marketing, advertising or promotions was delivered as there was nothing new to present to the committee.

Review 5. Passenger Comment Cards

The passenger comment cards for the past month were reviewed. Director Miller inquired about the continued comments regarding water filters for the water fountains. Executive Director La Pier indicated the continued complaints were the actions of a TSA agent that mistakenly believed the filters were not being changed as the result of an indicator light that could not be reset. He indicated to the Committee that the problem had been resolved.

Discussion 6. Schedule Next Meeting

The committee agreed to schedule the next air service committee meeting for October 10, 2017 at 11:00am.

E. ADJOURNMENT

The meeting adjourned at 12:13pm.

Minutes Approved at the Regular
Meeting of October 11, 2017

Matthew Nelson, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE BUDGET & FINANCE COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

September 11, 2017 - 2:00 PM - Board Room

A. CALL TO ORDER

Director Sabo called to order the Special Meeting of the Board of Directors at 2:00 PM. Director Leffel, Director Sabo, Executive Director La Pier, and Deputy Executive Director Bergholz were present.

Presented the following documents to the Budget and Finance committee members:

July 2017 Financial Statements

July 2017 Financial Statement Variance Analysis

July 31, 2017 Accounts Receivable Aged Invoice Report

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Review 1. FYTD 2017 Financial Statements

Reviewed overall financial performance of the airport as of July 31, 2017.

July 2017 combined airport operating revenues are \$797.1K which is \$50.2K (6.7%) higher than budget (\$746.9K). The higher revenues are attributed to continued higher enplanements, TNC, parking, rental cars and self-storage service revenues.

July operating expenses of \$632.3K are lower than budget by \$122.4K (16.2%). The July favorable expense variance was the result of a variety of factors including timing differences in expenses, lower headcount.

Because of higher than budget operating revenues and lower operating expenses, July's operating income is \$164.9K which is \$172.6K or 2235% higher than budget (-\$7.7K).

Review 2. July 2017 Financial Statement Variance Analysis

Revenues:

CA Landing Fee

GA Landing Fee

Revenues (Continued):

*Taxi Operators Permits and Trip Fees **

** In July, United Airlines continued a fifth flight to Los Angeles and exceeded budget by approximately \$5.1K. The remaining \$2K favorable variance came from American Airlines (\$1.5K) and an unscheduled flight by Elite \$0.5K.*

*TNC Permit and Trip Fees ***

*** FY 18 TNC fees were expected to significantly decrease with Uber's planned cancellation of service to the Airport, and Lyft's increase in operations. In July, Uber continues to operate at the Airport and Lyft has not provided its current reports for July.*

*Rental Car Concessions
Parking Concession
Fuel Flowage Fees
Outside Storage ****

**** VAL STROUGH Honda leased space to temporarily store cars while their dealership building is under construction.*

*Self-Storage Concession
Tenant Employee Parking, Decals & Badges
Utility Charges*

Expenses:

Finance & Administration:

Salaries & Wages ^

^ The budgeted Confidential Assistant hasn't been hired and budgeted FY 18 payroll increases haven't occurred. The FY 18 budget includes step increases for eligible employees plus a 2% merit increase for all employees.

*CalPERS Retirement
CalPERS Health Insurance
Dues & Subscriptions
LAFCO Expense^^*

^^ LAFCO didn't issue its invoice until August 2017. The actual LAFCO fees is \$15,835.00

*Umbrella Liability Insurance Expense
Marketing ^^*

^^ Budgeted \$15K Digital Deployment and estimated new Airport logo expenses have not been received. Invoice expected in August.

Utilities - Electricity

Planning & Development:

Architect & Engineer

Maintenance & Custodial Services:

*Terminal Repairs & Maintenance
District Vehicle Repair & Maintenance +*

+ Delay in replacing police vehicle tires planned for July.

Airport Operations:

*Salaries & Wages
CalPERS Health Insurance \$*

\$ Health insurance variance is the result of two factors. The new Operations Manager elected lower coverage than budget. Also in early drafts of the FY 18 budget an Operations Supervisor was included in the plan. The position was later removed but the healthcare expense was not reduced. This will result in a continuing variance.

Other / Contract Services

Police Department:

Salaries & Wages #

Continued savings from 1 vacant part-time officer position.

Overtime (OT) Pay

ARFF / Fire Services:

None

Board of Directors:

Business Travel & Entertainment Expense

Other Income and Expense:

*Grants – FAA
Passenger Facility Charges
Depreciation and Amortization Expense*

No additional questions on revenues or expenses.

Review 3. Accounts Receivable Aged Invoice Report / Cash Position Updated

The accounts receivable balance on July 31, 2017, is \$501.3K. This balance is 12.7% higher than the June 30, 2017 balance and 18.3% lower than the balance on July 31, 2016.

The net accounts receivable balance over 60 days old at July 31, 2017 is \$30.5K. Included in the over 60-day balance are two United Airlines invoice totaling \$29.3K that are unpaid. We have contact United's accounting department and are waiting for an update. On August 26, 2017, the accounts receivable balance is \$95.1K. Included in the \$95.1K are five invoices from American, Alaska and United totaling \$93.5K.

Discussion 4. Future Agenda Items/Finance Committee Schedule

The next meeting was scheduled for October 9, 2017 at 10:30 AM. In the Board of Directors Conference Room.

E. ADJOURNMENT

The meeting adjourned at 12:30 PM.

Minutes Approved at the Regular
Meeting of October 11, 2017

Matthew Nelson, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE REGULAR MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

September 13, 2017 - 10:00 AM - Board Room

A. CALL TO ORDER/ROLL CALL

Chair Nelson called to order the Regular Meeting of the Board of Directors at 10:05 am. Directors Leffel, Miller and Sabo were present. The following District Officers were present: Executive Director La Pier, District Counsel Huber, Acting District Secretary Porter and Deputy Executive Director Bergholz. Director Searle was absent.

B. PLEDGE OF ALLEGIANCE

Director Sabo led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Director Nelson made note of the passing of Nate Young, Monterey Jet Center General Manager, and requested a moment of silence.

Executive Director La Pier communicated that the airport would be hosting a group of attendees from the California Special Districts Association Annual Conference for a tour of the airport on September 25th.

D. PUBLIC COMMENTS

None.

E. CONSENT AGENDA – ACTION ITEMS

(10:15AM - 10:30AM Estimated)

(The Consent Agenda consists of those items which are routine and for which a staff recommendation has been prepared. A Board member, member of the audience or staff may request that an item be placed on the deferred consent agenda for further discussion. One motion will cover all items on the Consent Agenda. The motion to approve will authorize the action or recommendation indicated.)

- Approve 1. Minutes of the Committee Meeting of the Budget and Finance Committee of August 4, 2017
- Approve 2. Minutes of the Committee Meeting of the Airport Property Development and Leases Committee of August 7, 2017
- Approve 3. Minutes of the Committee Meeting of the Air Carrier Service, Marketing and Community Relations Committee of August 7, 2017
- Approve 4. Minutes of the Regular Meeting of August 9, 2017

Director Sabo requested to pull Item E.4 from the Consent Agenda.

Director Leffel moved to approve Consent Agenda Items 1 through 3. Director Miller seconded the motion. The motion passed by a roll call vote of 3-1. Chair Nelson voted no.

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

Director Sabo requested that the Future Agenda Item he added at the August meeting be modified to state “Presentation on Alternative Approaches to Support General Aviation in Event of the Demise of the Navy Flying Club”.

Director Miller moved to approve the Minutes of the Regular Meeting of August 9, 2017 as modified by Director Sabo. Chair Nelson seconded the motion. The motion passed unanimously.

G. REGULAR AGENDA – ACTION ITEMS

(10:30AM - 11:30AM Estimated)

Pass to Print 1. Ordinance No. 923, An Ordinance to Adopt an Open-Entry Taxi Management System Without a Third-Party Curbside Management Entity

Ken Griggs, Operations Manager, presented Item G.1.

Director Miller moved to pass to print Ordinance No. 923. Director Leffel seconded the motion. The motion passed by a roll call vote of 4-0.

ORDINANCE NO. 923

AN ORDINANCE REGULATING OPEN ENTRY TAXICAB SYSTEM AT THE MONTEREY REGIONAL AIRPORT

THE BOARD OF DIRECTORS OF MONTEREY PENINSULA AIRPORT DISTRICT DO ORDAIN AS FOLLOWS:

SECTION 1. Definitions. Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following words or phrases have the meanings set forth below. Words or phrases that are not defined in this ordinance, but that are defined in the California Penal Code, have the meanings set forth therein.

“Airport” means the Monterey Regional Airport and all lands owned or operated by the Monterey Peninsula Airport District (“District”) for airport purposes or activities. “Airport” includes all improvements, facilities and appurtenances.

“Taxicab” means a motor vehicle carrying or conveying passengers for hire or commercial purposes and operating in conformity with the requirements of any unexpired and unexpired agreement, contract, license, permit or other written authorization issued by the District for such activity, but does not include other commercial passenger vehicles as defined in Ordinance 916.

“District” means the Monterey Peninsula Airport District.

“Fiscal Year” means a year commencing on July 1 and ending on the following June 30.

“Executive Director” means the Executive Director of the airport and District.

“Person” shall include the singular and the plural and shall also mean and include any individual, firm, company, corporation, association, joint stock association, club, partnership, joint venture, society or any other form of association or organization, public or private or body politic and includes any trustee, receiver, committee, assignee or other representative or employee thereof.

“Solicitation” means initiating or engaging in a conversation regarding ground transportation services with any person on the airport for the purpose of seeking passengers or customers for a taxicab operator; employing, inducing, arranging for or allowing any person to initiate or engage in a conversation regarding taxicab services with any other person on the airport for the purpose of seeking passengers or customers for a taxicab operator; engaging in any conduct or activity intended to or apparently intended to ask, implore or persuade a passenger or potential passenger to alter his or her previously chosen mode of ground transportation or taxicab operator, delivering literature on the airport discussing or describing ground transportation services to be provided by a taxicab operator to any person on the airport; or offering ground transportation services provided by a taxicab operator to any person while on the airport. “Solicitation” does not include actions by employees of any airline in arranging for transportation for any passenger of such airline, or such persons contracted to the Airport/District to assist passengers and taxicab operator.

“Terminal Building” means all buildings and structures located within the airport and open to the public for the purpose of flight ticket purchase, public lobby, waiting, baggage check-in and those other services related to public air travel.

SECTION 2. Operation of Taxicabs. Operation of taxicabs at the airport is regulated as follows:

2.1. Permission Required. It is unlawful for any person to use any taxicab to pick up or drop off any passenger for hire or for any other commercial purpose at the airport except as provided in the adopted Rules and Regulations for taxicab services on the Airport.

2.2. Solicitation Prohibited. It is unlawful for any taxicab operator to engage in solicitation at the airport.

SECTION 3. Rules and Regulations.

3.1 The District shall adopt, by resolution, Rules and Regulations (Rules) for the operation of taxicabs on Airport property. Said Rules shall be enforced by Airport Police and Operations staff, and shall have the force of law and are incorporated herein as initially adopted or as periodically amended.

3.2 The Rules shall include requirements for pick up and drop off of Airport passengers, a requirement that taxicabs comply with the mandates of Airport Police and Operations staff, a fee structure imposed for violation of the Rules and a requirement for the maintenance of proper taxicab identification and electronic sensing devices as mandated and any other Rule established for the orderly management of taxi service.

3.3 A condition of continued permission to access Airport property by a taxicab of taxi company will be compliance with all Rules promulgated by the Directors and said Rules will be administered by the Executive Director.

SECTION 4. Insurance. Except as may otherwise be provided in the agreement, contract, license, permit or other written authorization for a taxicab to operate at the airport, there shall be maintained in full force and effect, at no cost to the District, for each taxicab operating at the airport comprehensive form automobile liability insurance and workers compensation insurance where applicable. The minimum terms and limits for such policies shall be as determined by the Executive Director, or such other increased limits as may be required by the Regional Taxi Authority (“Authority”) for those operators over which that Authority has regulatory control. Each such policy of insurance shall be issued by an insurance organization authorized by the California Insurance Commissioner to transact the business of insurance within the State of California or by an insurer expressly approved in

writing by the Executive Director. Each applicant for an agreement, contract, license, permit or other written authorization to operate a taxicab at the airport shall furnish appropriate certificates of insurance meeting the satisfaction of the General Manager upon application and each holder of an agreement, contract, license, permit or other written authorization to operate a taxicab at the airport shall furnish a substitute certificate of insurance meeting the satisfaction of the Executive Director no later than 30 days prior to any policy expiration date.

SECTION 5. Penalties. Each person who violates any provision of this ordinance or the Rules as promulgated by District is guilty of an infraction and upon conviction thereof shall be punishable by:

- (a) a fine not to exceed two Hundred Fifty Dollars (\$250) for a first violation within any one-year period;
- (b) a fine not exceeding Five Hundred Dollars (\$500) for a second violation within any one-year period; or
- (c) a fine not exceeding (\$1000) for each additional violation within any one-year period.
- (d) Three (3) or more violations in any one-year period will result in the loss of Airport privileges for the taxicab operator or company.

SECTION 6. Severability. This ordinance shall supplement and be in addition to the other regulatory codes, statutes and ordinances heretofore or hereafter enacted by the District, the State of California or any other legal entity or agency having jurisdiction. This ordinance shall not be interpreted or construed to permit any activity where or when it is otherwise restricted by other applicable laws. Nothing in this ordinance is intended to make punishable any act or acts which are prohibited by any law of the state or federal government. Nothing in this ordinance shall authorize the maintenance of any public or private nuisance. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this ordinance are declared to be severable.

SECTION 7. Effective Date. This ordinance shall take effect thirty (30) days from and after the date of its adoption.

PASSED TO PRINT BY THE BOARD OF DIRECTORS OF THE MOTNEREY PENINSULA AIRPORT DISTRICT: This 13th day of September 2017, by the following roll call vote:

AYES:	DIRECTORS:	Leffel, Miller, Sabo, Chair Nelson
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Searle

Adopt 2. Resolution No. 1692, A Resolution Adopting the Revisions of Ground Transportation Rules & Regulations

Ken Griggs, Operations Manager, presented Item G.2.

Director Leffel moved to adopt Resolution No. 1692. Director Miller seconded the motion. The motion passed by a roll call vote of 4-0.

RESOLUTION NO. 1692

A RESOLUTION ADOPTING THE REVISED COMMERCIAL GROUND TRANSPORTATION RULES & REGULATIONS

WHEREAS, the Board of Directors adopted an emergency ordinance on June 30, 2011 to regulate commercial passenger vehicles (Ordinance 911) and an ordinance establishing and regulating an open entry taxi system on December 14, 2011 (Ordinance 912); and

WHEREAS, the Board of Directors finds that the adoption of rules and regulations governing taxi service and other commercial passenger vehicles on the airport is necessary for the safety of airport passengers; and

WHEREAS, the omission of the third-party ground transportation management company and the incorporation of Beacon Technology necessitates the revisions of said rules; and

WHEREAS, Airport Staff have made necessary changes to the rules and regulations to require a rewrite of the Ordinance to regulate ground transportation enforcement; and

WHEREAS, Airport Police and Operations staff are empowered to administer and enforce these revised rules and regulations.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: that the proposed revised Rules and Regulations, as attached, be adopted and the Executive Director is directed to enforce the revised Rules and Regulations pursuant to Ordinance No. 916 and 923 by Monterey Peninsula Airport District Board of Directors.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 13th day of September, 2017 by the following roll call vote:

AYES:	DIRECTORS:	Leffel, Miller, Sabo, Chair Nelson
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Searle

Adopt 3. Resolution No. 1693, A Resolution Approving a Professional Service Agreement with Lean Engineering Corporation

Chris Morello, Senior Planning Manager, presented Item G.3.

Director Leffel moved to adopt Resolution No. 1693. Chair Nelson seconded the motion. The motion passed by a roll call vote of 4-0.

RESOLUTION NO. 1693

A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH LEAN ENGINEERING CORPORATION

WHEREAS, on June 14, 2017, Resolution 1685, A Resolution Authorizing and Approving the Operating Budget and Capital Budget of the Monterey Peninsula Airport District for Fiscal Year 2018 was adopted;

WHEREAS, a District-Only Funded Capital Acquisition project 2018-04 East End Procedure Development was included in the adopted FY18 Budget;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That a contract with the firm of Lean Engineering Corporation, from Irvine, CA be executed in a contract amount not-to-exceed \$74,945.00 to assist with FAA approach procedure development documentation.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 13th day of September, 2017, by the following roll call vote:

AYES:	DIRECTORS:	Leffel, Miller, Sabo, Chair Nelson
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Searle

Approve 4. Agreement with City of Del Rey Oaks for Police Chief Services

Michael La Pier, Executive Director, presented Item G.4, providing the Board with background information on the proposed agreement for shared Police Chief services with Del Rey Oaks. Director Leffel requested that Executive Director La Pier also present information to the Board on the subsequent agenda items relating to Item G.4 prior to making a motion for approval of the agreement. La Pier provided additional information on the Employee Agreement and Salary Schedule Amendment.

Director Leffel requested that the "Budget Effect" section of the staff report be amended to include the following statement: Due to the split costs of salary and benefits of the Police Chief with the City of Del Rey Oaks, that there will be an overall decrease to the budget of around \$68,000.

Director Miller moved to approve the Agreement with the City of Del Rey Oaks for Police Chief Services. Director Leffel seconded the motion. The motion passed by a roll call vote of 3-1. Director Sabo voted no.

Approve 5. Amendment to Employment Agreement with Jeffrey Hoyne

Michael La Pier, Executive Director, presented Item G.5, pointing out the changes from the previous employment agreement.

Director Miller moved to approve the Amendment to the Employment Agreement. Director Leffel seconded the motion. The motion passed by a roll call vote of 3-1. Director Sabo voted no.

Adopt 6. Resolution No. 1694, A Resolution Amending, Authorizing and Approving the Fiscal Year 2018 Salary Schedule and Job Description

Michael La Pier, Executive Director, presented Item G.6. The Board recommended that the Police Lieutenant position not be eliminated from the salary schedule.

Director Miller moved to adopt Resolution No. 1694, modified to retain the Police Lieutenant position. Director Leffel seconded the motion. The motion passed by a roll call vote of 4-0.

RESOLUTION NO. 1694

A RESOLUTION AMENDING, AUTHORIZING AND APPROVING THE FISCAL YEAR 2018 SALARY SCHEDULE AND JOB DISCRPTION

WHEREAS, the Monterey Peninsula Airport District has witnessed the shared police chief duties with Del Rey Oaks; and

WHEREAS, the Executive Director has determined that the creation of Police Commander position necessary to ensure continuous direct supervision of the Police Department and command level presence; and

WHEREAS, the adopted salary schedule must be amended to reflect the new Police Commander position for FY 2018; and

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: The creation of the Police Commander position of the Monterey Peninsula Airport District as set forth and prescribed in the 2018 Amended Salary Schedule. A copy of the Police Commander job description is attached hereto and made a part thereof by reference as though the same were set forth in full herein.

AND BE IT FURTHER RESOLVED: That there be filed in the office of said District, said Salary and Pay Step Schedule in accordance with public law and designated "Monterey Peninsula Airport District Fiscal Year 2018 Amended Salary Schedule", listing salary ranges and pay steps.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 13th day of September, 2017, by the following roll call vote:

AYES:	DIRECTORS:	Leffel, Miller, Sabo, Chair Nelson
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Searle

Director Leffel requested to move Agenda Item J, Closed Session, prior to Item H to ensure that she would be present for those items.

H. ACCEPTANCE OF DEPARTMENT REPORTS (11:30AM - 12:00PM Estimated)

(The board receives department reports which do not require any action by the board)

I. BOARD COMMITTEE REPORTS (12:00PM - 12:15PM Estimated)

(Report on meetings attended by Board Members at Monterey Peninsula Airport District's expense - AB1234)

- a. Standing Committees:
 - i. Local Jurisdiction Liaison Directors Miller & Nelson
 - ii. Budget and Finance Directors Leffel & Sabo
 - iii. Air Service, Marketing and Community Relations Directors Miller & Nelson
 - iv. Airport Property Development and Leases Directors Leffel & Nelson

- b. Ad-Hoc Committees:
 - i. Noise Mitigation Directors Nelson & Sabo

- c. Liaison/Representatives:
 - i. Local Agency Formation Commission Director Leffel Alt: Searle
 - ii. Regional Taxi Authority Director Leffel Alt: La Pier

- iii. Transportation Agency for Monterey County
- iv. Water Management District (Policy Advisory)
- v. Special Districts Association Liaison

Director Sabo Alt: Nelson
Director Searle Alt: Leffel
Director Miller Alt: Leffel

J. CLOSED SESSION

1. **LABOR NEGOTIATIONS** (Government Code section 54957.6) the Board will meet with the Executive Director and District Counsel to discuss labor negotiations for the following represented groups: All MPAD Employee Bargaining Units.
2. **LABOR NEGOTIATIONS** (Government Code section 54957(b)) the Board will meet with the Executive Director and District Counsel to consider the evaluation of performance related to the following position: Executive Director.
3. **ANTICIPATED LITIGATION** (Government Code section 54956.9(d)(2)) the Board will meet with the Executive Director and District Counsel regarding anticipated litigation – one case.

K. RECONVENE TO OPEN SESSION

Chair Nelson reported that action was taken during Closed Session. The Board voted to accept a tentative agreement with the MPAD Employee Bargaining Unit, passed by a vote of 4-0 with Director Searle absent, and has directed staff to place all documents for the agreement on the next month's Agenda. No reportable action was taken on Items J.2 and J.3.

L. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- Presentation on Alternate Approach to Support General Aviation in Event of the Demise of the Navy Flying Club

M. DISCUSSION OF FUTURE AGENDAS

- *Presentation on Overall Support of General Aviation*

N. ADJOURNMENT

The meeting adjourned at 2:58pm.

Minutes Approved at the Regular
Meeting of October 11, 2017

Matthew Nelson, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Senior Planning Manager
DATE: October 1, 2017
SUBJ: Resolution No. 1695 - A Resolution Approving Submission of FY 2018-2023 Airport Capital Improvement Plan (ACIP); Approve Submittal to FAA; Authorize the Executive Director to Execute All Supporting Documents

BACKGROUND. The Federal Aviation Administration (FAA) requires Airport Sponsors, such as the District, to annually prepare a list of project improvements deemed necessary or desirable to be undertaken during the coming five fiscal years. This list of projects, or ACIP, typically includes eligible projects that may be funded up to 90.66% by grant monies awarded by the FAA. To qualify for such grant funding, the District must submit an ACIP to the FAA, together with related applications. The proposed FY 2018-2023 ACIP is primarily based upon the draft Master Plan, a recent meeting with FAA representatives, and on-going needs analysis accomplished by Staff.

SCOPE OF WORK. The proposed ACIP includes conceptual projects anticipated to be undertaken in the next five-years, as well as the current Federal Fiscal Year 2018. Most of the projects included in the attached will be reviewed in the environmental documents that are currently underway. The specific scope of work for each project is refined during the “application for funds” process, and ultimately determined during the project’s design phase.

BUDGET EFFECT. None. Approval of the ACIP does not commit the District to the expenditure of funds. Rather, grant agreements and contract execution for construction and/or professional design services contractors, which all require Board approval, establish the commitments to expend District funds. Projects included in the proposed ACIP are typically funded by a combination of Airport Improvement Program (AIP) funds and Passenger Facility Charge (PFC) match funds. Yearly the projects are routinely included in the annual Capital Improvement Program (CIP) budget adopted by the MPAD Board.

SOURCE OF FUNDS. FAA AIP funds and PFC monies.

IMPACT ON REVENUES. None.

SCHEDULE. Annually, the FAA requires submission of the ACIP. The ACIP proposed by Staff is being presented to the Board for approval, in anticipation of meeting the FAA deadline.

IMPACT ON OPERATIONS. n/a

RECOMMENDATION. That the Board adopt Resolution No. 1695 - A Resolution Approving Submission of FY 2018-2023 Airport Capital Improvement Plan (ACIP) to the FAA; Authorize the Executive Director to Execute All Supporting Documents.

RESOLUTION NO. 1695

A RESOLUTION APPROVING SUBMISSION OF THE FY 2018-2023 AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP); APPROVE SUBMITTAL TO THE FAA, AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL SUPPORTING DOCUMENTS

WHEREAS, the Monterey Peninsula Airport District owns and operates the Monterey Regional Airport; and

WHEREAS, regular Board meeting updates have included review of the draft Master Plan and future Monterey Regional Airport projects and the priorities for same; and

WHEREAS, the Monterey Peninsula Airport District has compiled a list of capital improvement projects in the Airport Capital Improvement Plan (ACIP) that will best serve current and future airport users while maintaining airport facilities; and

WHEREAS, the Federal Aviation Administration (FAA) and the California Department of Transportation may provide funds for qualified ACIP projects;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT THAT: the Executive Director of the District, or his designee, is authorized and directed, for and on behalf of the Monterey Peninsula Airport District, to submit the attached FY 2018-2023 ACIP to the FAA and funding application(s) in support thereof, and to execute and submit all future documents necessary to implement such ACIP and application(s), including grant agreements and any amendments thereto, and that the District Secretary or Acting District Secretary is authorized to affix thereto the official seal of said District. Such grant agreements and amendments executed by the Executive Director are hereby approved, as though set forth in full.

ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 11th day of October, 2017 by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 11th day of October, 2017

Matthew Nelson, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

Monterey Regional Airport - PROPOSED ACIP 2018-2023

	PROJECT DESCRIPTION	Project Cost	FAA AIP Eligible ¹	Local Share AIP Match
SHORT TERM PROGRAM (0-5 YEARS)				
2018				
1	Runway 10L-28R Overlay and PAPI installation	\$ 1,764,000	\$ 1,599,242	\$ 164,758
2	South Side Land Acquisition Part A (5.5 acres)	\$ 3,125,000	\$ 2,833,125	\$ 291,875
2018	TOTALS	\$ 4,889,000	\$ 4,432,367	\$ 456,633
2019				
3	Infield Safety Area Rehabilitation Part A & Taxiway F Reconfiguration	\$ 4,944,345	\$ 4,482,543	\$ 461,802
4	North Side Access Road Design	\$ 754,446	\$ 690,000	\$ 64,446
5	North Side GA - Construction (Phase 1A)	\$ 6,013,700	\$ 5,500,000	\$ 513,700
6	ARFF Design	\$ 1,437,821	\$ 1,315,000	\$ 122,821
2019	TOTALS	\$ 13,150,312	\$ 11,987,543	\$ 1,162,769
2020				
7	Northside Access Road Construction	\$ 6,784,547	\$ 6,205,000	\$ 579,547
8	North Side GA - Construction (Phase 1B)	\$ 3,198,195	\$ 2,925,000	\$ 273,195
9	ARFF Construction (Phase 1)	\$ 2,585,891	\$ 2,365,000	\$ 220,891
2020	TOTALS	\$ 12,568,633	\$ 11,495,000	\$ 1,073,633
2021				
10	North Side GA - Construction (Phase 1C)	\$ 2,706,165	\$ 2,475,000	\$ 231,165
11	ARFF Construction (Phase 2)	\$ 10,103,016	\$ 9,240,000	\$ 863,016
12	Demo ARFF (Phase 1)	\$ 289,751	\$ 265,000	\$ 24,751
13	Demo Southside GA (Phase 1)	\$ 300,685	\$ 275,000	\$ 25,685
2021	TOTALS	\$ 13,399,617	\$ 12,255,000	\$ 1,144,617
2022				
14	Demo ARFF (Phase 2)	\$ 2,596,825	\$ 2,375,000	\$ 221,825
15	Demo Southside GA (Phase 2)	\$ 3,340,337	\$ 3,055,000	\$ 285,337
16	Terminal Apron Design	\$ 3,712,093	\$ 3,395,000	\$ 317,093
2022	TOTALS	\$ 9,649,255	\$ 8,825,000	\$ 824,255
2023				
17	Terminal Apron Construction (Phase 1)	\$ 17,521,735	\$ 16,025,000	\$ 1,496,735
2023	TOTALS	\$ 17,521,735	\$ 16,025,000	\$ 1,496,735

¹MRY Federal share at 90.66%

AGENDA ITEM: G-2
DATE: October 11, 2017

TO: Board of Directors, Monterey Peninsula Airport District
FROM: Ken Griggs - Airport Operations Manager
SUBJ: Ordinance No. 923 - An Ordinance Regulating Open Entry Taxicab System at the Monterey Regional Airport

BACKGROUND. Ordinance No. 923, An Ordinance to Adopt an Open-Entry Taxi Management System Without a Third-Party Curbside Management Entity, was passed to print on September 13th, 2017.

STAFF ANALYSIS. This is the second reading of Ordinance No. 923. This ordinance is the enforcement mechanism that will imbue the rules and regulations ultimately adopted by Resolution No. 1692 with the rule of law.

SOURCE OF FUNDS. None.

IMPACT ON REVENUES. None.

IMPACT ON OPERATIONS. The adoption of Ordinance No. 923 paves the way to implement the rules and regulations of an automated open-entry taxi management system without a third-party curbside management company at the Monterey Regional Airport.

CONTINGENCY. None

RECOMMENDATION. Staff recommends adoption of Ordinance No. 923, An Ordinance Regulating Open Entry Taxicab System at the Monterey Regional Airport, which will include the rules and regulations by reference as adopted and provide for enforceable penalties for violations issued by Airport Police and Operations staff.

ATTACHMENTS.

Ordinance No. 923, An Ordinance Regulating Open Entry Taxicab System at the Monterey Regional Airport
Monterey County Herald Proof of Publication

ORDINANCE NO. 923

AN ORDINANCE REGULATING OPEN ENTRY TAXICAB SYSTEM AT THE MONTEREY REGIONAL AIRPORT

**THE BOARD OF DIRECTORS OF MONTEREY PENINSULA AIRPORT DISTRICT DO
ORDAIN AS FOLLOWS:**

SECTION 1. Definitions. Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following words or phrases have the meanings set forth below. Words or phrases that are not defined in this ordinance, but that are defined in the California Penal Code, have the meanings set forth therein.

“Airport” means the Monterey Regional Airport and all lands owned or operated by the Monterey Peninsula Airport District (“District”) for airport purposes or activities. “Airport” includes all improvements, facilities and appurtenances.

“Taxicab” means a motor vehicle carrying or conveying passengers for hire or commercial purposes and operating in conformity with the requirements of any unexpired and unexpired agreement, contract, license, permit or other written authorization issued by the District for such activity, but does not include other commercial passenger vehicles as defined in Ordinance 916.

“District” means the Monterey Peninsula Airport District.

“Fiscal Year” means a year commencing on July 1 and ending on the following June 30.

“Executive Director” means the Executive Director of the airport and District.

“Person” shall include the singular and the plural and shall also mean and include any individual, firm, company, corporation, association, joint stock association, club, partnership, joint venture, society or any other form of association or organization, public or private or body politic and includes any trustee, receiver, committee, assignee or other representative or employee thereof.

“Solicitation” means initiating or engaging in a conversation regarding ground transportation services with any person on the airport for the purpose of seeking passengers or customers for a taxicab operator; employing, inducing, arranging for or allowing any person to initiate or engage in a conversation regarding taxicab services with any other person on the airport for the purpose of seeking passengers or customers for a taxicab operator; engaging in any conduct or activity intended to or apparently intended to ask, implore or persuade a passenger or potential passenger to alter his or her previously chosen mode of ground transportation or taxicab operator, delivering literature on the airport discussing or describing ground transportation services to be provided by a taxicab operator to any person on the airport; or offering ground transportation services provided by a taxicab operator to any person while on the airport. “Solicitation” does not include actions by employees of any airline in arranging for transportation for any passenger of such airline, or such persons contracted to the Airport/District to assist passengers and taxicab operator.

“Terminal Building” means all buildings and structures located within the airport and open to the public for the purpose of flight ticket purchase, public lobby, waiting, baggage check-in and those other services related to public air travel.

SECTION 2. Operation of Taxicabs. Operation of taxicabs at the airport is regulated as follows:

2.1. Permission Required. It is unlawful for any person to use any taxicab to pick up or drop off any passenger for hire or for any other commercial purpose at the airport except as provided in the adopted Rules and Regulations for taxicab services on the Airport.

2.2. Solicitation Prohibited. It is unlawful for any taxicab operator to engage in solicitation at the airport.

SECTION 3. Rules and Regulations.

3.1 The District shall adopt, by resolution, Rules and Regulations (Rules) for the operation of taxicabs on Airport property. Said Rules shall be enforced by Airport Police and Operations staff, and shall have the force of law and are incorporated herein as initially adopted or as periodically amended.

3.2 The Rules shall include requirements for pick up and drop off of Airport passengers, a requirement that taxicabs comply with the mandates of Airport Police and Operations staff, a fee structure imposed for violation of the Rules and a requirement for the maintenance of proper taxicab identification and electronic sensing devices as mandated and any other Rule established for the orderly management of taxi service.

3.3 A condition of continued permission to access Airport property by a taxicab of taxi company will be compliance with all Rules promulgated by the Directors and said Rules will be administered by the Executive Director.

SECTION 4. Insurance. Except as may otherwise be provided in the agreement, contract, license, permit or other written authorization for a taxicab to operate at the airport, there shall be maintained in full force and effect, at no cost to the District, for each taxicab operating at the airport comprehensive form automobile liability insurance and workers compensation insurance where applicable. The minimum terms and limits for such policies shall be as determined by the Executive Director, or such other increased limits as may be required by the Regional Taxi Authority ("Authority") for those operators over which that Authority has regulatory control. Each such policy of insurance shall be issued by an insurance organization authorized by the California Insurance Commissioner to transact the business of insurance within the State of California or by an insurer expressly approved in writing by the Executive Director. Each applicant for an agreement, contract, license, permit or other written authorization to operate a taxicab at the airport shall furnish appropriate certificates of insurance meeting the satisfaction of the General Manager upon application and each holder of an agreement, contract, license, permit or other written authorization to operate a taxicab at the airport shall furnish a substitute certificate of insurance meeting the satisfaction of the Executive Director no later than 30 days prior to any policy expiration date.

SECTION 5. Penalties. Each person who violates any provision of this ordinance or the Rules as promulgated by the District is guilty of an infraction and upon conviction thereof shall be punishable by:

- (a) a fine not to exceed two Hundred Fifty Dollars (\$250) for a first violation within any one-year period;
- (b) a fine not exceeding Five Hundred Dollars (\$500) for a second violation within any one-year period; or

- (c) a fine not exceeding (\$1000) for each additional violation within any one-year period.
- (d) Three (3) or more violations in any one-year period will result in the loss of Airport privileges for the taxicab operator or company.

SECTION 6. Severability. This ordinance shall supplement and be in addition to the other regulatory codes, statutes and ordinances heretofore or hereafter enacted by the District, the State of California or any other legal entity or agency having jurisdiction. This ordinance shall not be interpreted or construed to permit any activity where or when it is otherwise restricted by other applicable laws. Nothing in this ordinance is intended to make punishable any act or acts which are prohibited by any law of the state or federal government. Nothing in this ordinance shall authorize the maintenance of any public or private nuisance. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this ordinance are declared to be severable.

SECTION 7. Effective Date. This ordinance shall take effect thirty (30) days from and after the date of its adoption.

ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 11th day of October, 2017, by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 11th day of October, 2017

Matthew Nelson, Chairman

A T T E S T

Michael La Pier, AAE
District Secretary

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
DATE: October 4, 2017
SUBJ: Ratification of a Successor Memorandum of Understanding (MOU) between the Monterey Peninsula Airport District and the Administrative Assistants Association / UPEC Local 792 Association covering the period July 1, 2017 through June 30, 2020

BACKGROUND. The Administrative Assistants Association is the recognized and authorized employee organization for certain classes of clerical employees, employed at the Monterey Peninsula Airport. The Association affiliates with United Public Employees Local 792, LIUNA, AFL-CIO for labor and employment relations representation services between the association and the District for the member employees. The District and UPEC 792, have, pursuant to California Government Code Section 3500 et. seq., met and conferred in good faith over provisions to be included in a MOU that relate to wages, hours and other working conditions, as required by law, and successfully reached an overall tentative agreement at the conclusion of the negotiations process.

Subsequently, the parties have jointly drafted amendments to the MOU between them to succeed the prior memorandum that was previously in effect from July 1, 2014 through June 30, 2017.

The term of the new MOU is set to cover the time period from July 1, 2017 through June 30, 2020 and contains the following agreements, reached as part of the overall tentative agreement between the parties:

- Term: 3 years
- Salary Structure: Delete steps
Delete Longevity Increases
Add bottom and top end of ranges
- Salary Ranges: 2% increase to salary ranges effective the first full pay period after ratification.
1% increase to salary ranges effective July 1, 2018
1% increase to salary ranges effective July 1, 2019
- Merit-based Raises: Employee individual salary increases within the range are performance based.
- Evaluation Process: Agreement reached on a new procedure for employee evaluations
- AB 119 Compliance: Agreement reached on union participation in new employee orientation, and relating to employee information to be provided to employee organizations.
- Discipline Appeals: Agreement reached on streamlined disciplinary appeals process that uses the grievance procedure for appeals of discipline involving loss of pay.
- Grievance Process: Agreement reached on Grievance Procedure with a final determination by the Airport General Manager.
- Position Descriptions: District to revise position descriptions and meet and confer over

- Out-of-Class Pay: impacts of any substantial changes in responsibility. District to provide 5% incentive when an employee is assigned out-of-class functions at least comprising 25% of their work, to become effective after 20 consecutive workdays performing those functions and lasting until out-of-class duties are no longer assigned. Maximum duration of out-of-class pay is 1 year.
- Reclassification: Employees may request reclassification review annually in September to HR Manager. HR Manager shall study position and determine if the functions have changed such that the tasks are predominantly found in a different established District job classification. Airport General Manager to make final determination on reclassification requests.
- Open Positions: District to provide advance notice and opportunity to apply to existing bargaining unit members for any open positions prior to seeking outside applicants.

SOURCE OF FUNDS. Funds will be made available for increases during the annual budget process for 2018-19 and 2019-20. Increases for the current year are already budgeted.

SCHEDULE. MOU becomes effective upon ratification by the District board, per California Government Code Section 3505.1. The governing body of the District has thirty (30) days from the date the agreement is first considered at a duly noticed public meeting to ratify or reject the overall agreement.

IMPACT ON OPERATIONS/REVENUE. None.

CONTINGENCY. None.

RECOMMENDATION. Adopt Resolution No. 1696, A Resolution Ratifying a Successor Memorandum of Understanding (MOU), Covering the Period July 1, 2017 Through June 30, 2020, Between the Monterey Peninsula Airport District and the Monterey Airport Administrative Assistants Association and Authorizing the Members of the District's Negotiations Team to Execute the MOU

ATTACHMENTS.

Resolution No. 1696, A Resolution Ratifying a Successor Memorandum of Understanding (MOU), Covering the Period July 1, 2017 Through June 30, 2020, Between the Monterey Peninsula Airport District and the Monterey Airport Administrative Assistants Association and Authorizing the Members of the District's Negotiations Team to Execute the MOU
MOU between the Monterey Peninsula Airport District and the Monterey Airport Administrative Assistants Association for the period June 30, 2017 through July 1, 2020

RESOLUTION NO. 1696

A RESOLUTION RATIFYING A SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU), COVERING THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2020, BETWEEN THE MONTEREY PENINSULA AIRPORT DISTRICT AND THE MONTEREY AIRPORT ADMINISTRATIVE ASSISTANTS ASSOCIATION AND AUTHORIZING THE MEMBERS OF THE DISTRICT'S NEGOTIATIONS TEAM TO EXECUTE THE MOU

WHEREAS, the Monterey Peninsula Airport District and Administrative Assistants Association, represented by UPEC Local 792 have negotiated in good faith over wages, hours and other terms and conditions of employment as required by Government Code 3500 et. seq.; and,

WHEREAS, the Parties have reached an overall tentative agreement, which has been jointly drafted into a successor MOU document reflecting all agreed upon changes to such wages hours and working conditions as are acceptable to all parties; now

THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That the overall tentative agreement reached between the Administrative Assistants Association and the District is hereby ratified, and further, that the members of the District's negotiations team are hereby authorized to execute the final draft of the Agreement.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 11th day of October, 2017, by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 11th day of October, 2017

Matthew Nelson, Chairman

A T T E S T

Michael La Pier, A.A.E.
District Secretary

Memorandum of Understanding

Between

Monterey Peninsula Airport District
And

Monterey Peninsula Airport District
Administrative Assistants Association

For the Period
July 1, 2017 through June 30, 2020

Reserved for TOC

1. GENERAL

The Monterey Peninsula Administrative Assistants Association, as represented by the United Public Employees of California (UPEC) Local 792 hereafter referred to as the Association, enters into the Agreement set forth herein with the Monterey Peninsula Airport District, hereafter referred to as the District. The subject Agreement covers the period, July 1, 2017 to June 30, 2017, and said Agreement

sets forth some of the benefits and conditions of employment pertaining to all non-exempt, full time administrative personnel, herein after referred to as employees. Anything relating to employment with the District, not specifically mentioned in this Agreement shall be governed by the policies, practices and procedures contained in the District Employment Policies and Procedures Manual and the Employee Handbook, as it may be amended.

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2. PURPOSE

The purpose of this agreement is to promote harmonious relations, cooperation and understanding between MPAD, ~~the Association and its represented employees and the employees represented by the Association;~~ and to provide an orderly and equitable means of resolving differences that may arise ~~between them. This MOU, and is intended~~ to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment for the ~~personnel-employees~~ represented by the Association.

3. NON-DISCRIMINATION

The parties agree and understand that it is prohibited to engage in any unlawful discrimination against and/or harassment of employees and job applicants with respect to any terms or conditions of employment on the basis of actual or perceived race , color, national origin, ancestry, sex (including pregnancy, childbirth, related medical conditions, and breastfeeding), gender, gender identity, gender expression, sexual orientation, age, religion (including religious dress and grooming practices), physical or mental disability, medical condition, pregnancy, marital status, citizenship status, military or veteran status, genetic information, or any other basis protected by applicable federal, state, or local law.

Neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee that may exercise his or her right to join or assist, or refrain from joining or assisting, this or any labor organization.

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4. REPRESENTATION RECOGNITION

The Association, represented by the United Public Employees of California (UPEC) Local 792, is certified as the exclusive bargaining agent for all nonexempt, full time administrative personnel. Authorized representatives of the Association are empowered to enter into and execute agreements with the

District on behalf of the Association's membership with respect to rates of pay, wages, hours of work and other conditions of employment.

a) Association Representation

The Association and membership therein shall be considered an "Agency Shop."

b) Association Representatives

The Association has designated the United Public Employees of California (UPEC) Local 792 as, its official bargaining representative.

c) District Representatives

The Human Resources Manager or other designated person or entity is the official bargaining representative of the District.

~~e) Grievance & Disciplinary Procedure~~

~~MPAD and the Association shall meet and confer to establish a Grievance & Disciplinary Procedure.~~

e)d) Meetings of District and Association Representatives

The following shall apply for meetings of official Association representatives with the official District representative on the matters relating to employees represented by the Association.

f) 1. Time Off For Meetings

The Association representative will be excused by his or her supervisor upon reasonable and sufficient notice in advance for the purpose of conferring with the representative of the District on matters within the scope of representation.

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g) 2. Compensation

The Association representative shall be allowed a reasonable amount of time off without loss of compensation or benefits when formally meeting and conferring with the representative of the District.

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h) 3. Restriction Number of Authorized Association Representatives

The number of representatives that shall be permitted in accordance with (e) and (f) above is limited to two (2).

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5. ASSOCIATION ACTIVITIES ON DISTRICT PREMISES

a) Access to District Premises

Authorized Association representatives may be granted access to District premises consistent with airport security regulations in order to conduct Association business.

b) Association Meetings

With the exception of one (1) monthly meeting of all employees covered by this contract, and two (2) monthly meeting of the Executive Board of the Association, the Association or its members shall not carry on any type of Association activities on District premises unless prior written approval has been obtained from the District General Manager or his designee.

c) Affiliate Representatives

Authorized affiliate representatives of the Association may attend Association-District meetings for the purpose of collective bargaining and discussion of grievances presented to the Association by employees covered by this contract when such meetings have been suitably arranged for in advance.

d) Union Orientation of Newly Hired Bargaining Unit Members

The district shall provide the union with ten (10) days advance notice prior to any new employee orientation when practicable. The union and employer jointly recognize that MPAD is a small employer and uses outsourced HR services, therefore, employee orientation frequently occurs with much less time than ten days between acceptance of an employment offer and new employee orientation. While MPAD will provide the advance notice required by this section, it is not required to do so if the notice period would delay orientation for a new employee.

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The union may elect to participate in new employee orientation and shall be allotted fifteen minutes to present information about the union and union membership.

Union presentations or other participation in orientation shall be by a recognized steward or union paid staff only. If the union determines it will send a Steward who is also an MPAD bargaining unit employee to the orientation rather than its own paid staff, this shall not be considered "representation", but rather a union marketing function; and such time shall not be on MPAD paid time. The steward may elect to use accrued vacation time to cover their absence from work to participate in the orientation process.

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Union participation in orientation relieves MPAD from providing any information regarding the union to the new employee as the union would fulfill that function exclusively during orientation.

a) If the union is unable, or elects not, to participate in orientation, MPAD will provide new employees with a packet of information from the union to new employees, including a union card allowing the employee to elect membership, or entry into employment through becoming an agency fee payer in the union, or allowing an employee to opt-out of membership due to religious objection if desired. All packet materials shall be provided by the Union.

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6. ASSOCIATION DUES

Members of the Association in good standing shall authorize the payment of dues to the Association through payroll withholding. The District shall withhold dues in accordance with the procedures set forth in this section.

a) ~~Allotment~~ Authorization For Payroll Deductions~~¶~~

Upon hire, a dues withholding authorization form shall be submitted to the District payroll Clerk. ~~Allotments~~ Authorization for deductions shall become effective at the beginning of the first pay period for which the payroll closing date is not less than five (5) days after receipt of the approved form.

b) Information Provided to Association

The District shall provide information regarding employee personal information to the Association pursuant to AB 119 (2017) as follows:

1. Within 30 days following a new hire: name, job title, department, work location, home and work land-line and cell phone numbers, work and personal email addresses (if known) and home address information. This information shall be made available on an ongoing basis to the Association at the beginning of every quarter, approximately every 120 days (in January, April, July, and October).
 2. The District shall not be required to furnish information for any employee who makes a written request, to the extent that the written request identifies the specific information the employee is electing not to share.
 3. Information provided pursuant to this section shall not cause the information to become a public record, and it shall continue to be considered a part of the employee personnel file for all purposes.
- ~~—The Association agrees to safeguard any information provided to it under this section. It shall not be disseminated other than for purposes of providing representation services to its members wither though its local, or parent union or legal staff under contract with the Association as an affiliated provider of representation services for their members.~~

4.

7. NEW POSITIONS

7.

a) Competitive Appointment

~~¶~~ Newly created or vacant administrative positions are open to all interested, qualified candidates. The District will fill these positions with the most qualified candidate. Factors that will be considered in filling open positions include experience, education, past performance and, to the degree possible length of

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service with the District.

b) Advance Notice and Opportunity to Apply for Open Positions

~~When practical and possible, The District shall provide five calendar days advance notice of any open positions, during which~~ existing employees will be given the first opportunity to apply for those open positions. The District agrees to review internal applications prior to opening the recruitment up to the general public.

If more than one internal candidate is chosen for the open position and they are otherwise essentially equal in qualifications and experience, ~~Length of service will be the determining factor in selecting the person to fill the position if all other qualifications and experience are essentially equal.~~ Position reclassifications and individual employees' promotional progression are excluded from this provision, and are not subject to meet and confer obligations.

~~b-c) Introductory/Probationary Period-~~

Any person hired to fill a newly created or vacant position shall serve an initial introductory period of three hundred and sixty five (365) days before that person shall achieve regular employment. The introductory period shall be the last phase of the employment process. During this period, the employee shall serve at will, and may be dismissed at any time, with or without cause.

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8. PERSONNEL REDUCTION

The District reserves the right to layoff, discharge employees, or otherwise reduce the size to the work force at the District's sole and absolute discretion due to economic conditions or other adverse fiscal concerns. Employees will generally be laid off or separated in the following order:

- 1.) Temporary employees,
- 2.) Probationary / Introductory employees,
- 3.) Regular part-time employees,
- 4.) Regular full-time employees.

Within each of the classifications noted above, employees will be selected for layoff or separation based on a combination of factors, including but not limited to past performance and productivity, qualification, attitude, attendance and punctuality. In cases where the District determines the general performance and other factors are essentially equal between two or more employees, length of service will be the deciding factor in determining which employee or employees will be retained. Employees who feel that they were unfairly selected for layoff or discharge may file a grievance in accordance with established procedures and ultimately submit the grievance to arbitration in accordance with the procedures outlined in this Agreement. No new employees shall be hired to fill open administrative position until all laid off employees have been given the opportunity to return to work.

9. DISCIPLINE / DISMISSALS

Employees may be disciplined for just cause as provided for in the District's personnel rules, incorporated herein and attached hereto as Exhibit "C". Employees discharged for cause shall have the right to protest said discharge by filing a written protest with the District General Manager within ten (10) days of said discharge. The protest, in the event discipline is upheld following exhaustion of pre-disciplinary due processes, it shall be processed in accordance with the District's grievance procedures, attached hereto as set forth in Exhibit "B".

10. JOB DESCRIPTIONS

Job descriptions are provided for each position classification which will include core competencies, duties and responsibilities. The District agrees ~~to it will draft~~ proposed updated job descriptions during the term of this MOU. Thereafter, the parties agree, that in any circumstance where the duties or level or responsibility changes substantially as a result of the proposed updated description, to meet and confer over the potential for adjustments to pay rates commensurate with the new responsibility levels. that are more "position-specific," The District retain~~ing~~ g the right to amend, add or delete job

duties and responsibilities as necessary to maintain required operational and administrative efficiencies.

11. BEREAVEMENT LEAVE

A leave of absence with pay for up to 3 days will be granted in the event of death of an immediate family member of an employee (immediate family members are defined as spouse or domestic partner, child, parent, sibling, grandparent, grandchild, and all "step" and "in-law" variations of the preceding list, in addition to an individual who was a member of your immediate household at the time of death).

With the approval of the General Manager, this leave may be extended with or without pay in cases of great distance or severe emotional hardship. With prior approval, time off without pay may be arranged for an employee who wishes to attend the funeral of other relatives or close friends or other person to whom you may be reasonably deemed to owe respect.

12. HOLIDAYS

~~a.~~ General- a) Holidays Observed

All employees shall be entitled to the following paid holidays:

1. First Day of January (New Year's Day)
2. Third Monday in January (Martin Luther King Day)
3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. Fourth Day in July (Independence Day)
6. First Monday in September (Labor Day)
7. Second Monday in November (Veterans' Day)
8. Fourth Thursday in November (Thanksgiving Day)
9. Day after Thanksgiving
10. Twenty-fourth Day of December (Christmas Eve)
11. Twenty-fifth Day of December (Christmas Day)

~~b.-b)~~ Holiday Pay

Employees who are required to work on a recognized holiday will be compensated at two (2) times the employee's straight time rate for the hours worked on the holiday. Hours worked in excess of eight (8) will be paid at the rate of two and one-half (2 ½) times the employee's straight-time rate. Alternatively, employees may be granted equivalent time off on another day, subject to scheduling and staffing requirements

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13. VACATIONS

Vacation time off with pay is provided in accordance with the following schedule. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including District needs and staffing requirements. Additional information concerning vacations is contained in the Employment Policies and Procedures Manual and Employee Handbook.

VACATION ACCRUAL RATE

Years of Eligible Service	Vacation Hours Accrued Per Year	Maximum Hours Earned (Vacation Cap)
0 to 1 year but less than 5 years	80 Hours	240 Hours
5 years but less than 10 years	120 Hours	240 Hours
10+ years	160 Hours	240 Hours

Vacations may be requested at any time, however, vacation time may not be used in advance of actual accrual. A negative vacation balance is not permitted. Vacation can be used in increments of fifteen (15) minutes.

14. SICK LEAVE

a) Provision of Sick Leave

Sick time benefits are available to all regular full-time employees in order to minimize the economic hardships that may result from an unexpected short-term illness or injury. Paid sick time may be used in minimum increments of fifteen (15) minutes. Unused sick time benefits may accumulate indefinitely.

b) Basis for Use of Sick Leave

Sick time benefits are available and payable only in the case of your own actual illness or injury. However, in addition, employees may use the amount of sick leave accrued in a six (6) month period to care for a child, parent, spouse or domestic partner. Sick leave is not to be used as "extra" vacation days. Sick time benefits are designed only to assist you when work is missed due to an actual illness or injury and benefits are not available or payable for any other reason. No sick time benefits are paid upon separation of employment except in the case of retirement. Upon retirement employee receives one month's salary. If the employee has less than one month sick time benefit then he/she shall be compensated for the time equal to that amount, not to exceed one month. The balance of remaining sick leave will be reported to PERS for service credit conversion.

b)c) Medical Certification for Sick Leave

Failure to follow reporting procedures outlined in the Attendance and Punctuality policy may result in an unexcused absence. A doctor's certificate may be required as proof of need for absence of three (3) or more days and/or to medically release you to return to work.

SICK TIME ACCRUAL RATE

Years of Eligible Service	Sick Hours Accrued Per Year
0 to 1 year but less than 5 years	80 Hours
5 years but less than 10 years	120 Hours
10+ years	160 Hours

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15. SALARY AND OTHER COMPENSATION.

a) Salary Based Pay

Compensation for all positions shall be calculated on a salary basis. For purposes of computing overtime payor deductions from pay for any reason, this salary amount shall be computed on an hourly basis, and that amount added to or subtracted from the paycheck. Annual salary amounts shall be divided by 2080 to determine the hourly amount, and monthly salary amounts shall be divided by 173.33 to determine the hourly amount.

b) Salary Schedule

~~The salary schedule with the increase agreed to by MPAD and the Association will be adopted by the board during the FY2017 budget and will be effective on July 1, 2016.~~ 1. Adjustments to Salary Schedule Structure:

Effective upon ratification of this MOU, the salary schedule shall be adjusted as follows: Specific salary range steps shall be abolished for each classification within this bargaining unit.

The minimum base salary within the range of each classification shall be established at that amount previously represented by salary step "1". The maximum base salary within the range for each classification within the bargaining unit shall be established at that amount previously represented by Salary Step "7", and shall be adjusted to include longevity incentive percentages of 2% after 15 years of service, 3% after 20 years of service and 4% after 25 years of service, into the maximum base salary at the top end of the range.

EXAMPLE: if the current salary schedule provides that an employee at step 1 is paid \$47,620 annually and at step 7 is paid \$61,440, the base salary range shall be established to Minimum: \$47, 620 (same as current Step 1) and Maximum: \$67,131 (same as current step 7 inclusive of additional 2% 15-year longevity, 3% 20-year longevity, and 4% 25-year longevity incentives).

Because longevity incentives are being included in the maximum base salary within the salary range, all separate corresponding longevity incentive pays are deleted. No incentive pays provided for in this MOU, other than longevity incentive pays, shall be affected by this change.

2. Salary Range Increases:

After the adjustments to the salary schedule structure are completed as described in subsection b) 1), above, the following increases to the salary ranges for all classifications within this bargaining unit, shall be implemented during the term of this MOU as specified:

Effective upon ratification of this MOU, salary ranges, at both the low and top end of the range, shall be increased by 2%.

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Effective July 1, 2018, salary ranges shall be increased, at both the low and top end of the range, shall be increased by 1%.

Effective July 1, 2019, salary ranges shall be increased, at both the low and top end of the range, shall be increased by 1%.

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In the event that a salary range increase, as provided for in this section, results in an employee pay level falling below the minimum for the classification that they occupy, that employee must immediately receive an increase sufficient to place them at the minimum base pay for his or her classification. Individual employees who do not fall below the minimum base salary within the range are not affected (e.g. their salary does not change) solely as a result of increases to the salary ranges provided for in this section.

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c) ~~Standard Step Increases~~ Employee Salary Increases During Term of MOU

e) —

Effective with the deletion of salary steps and the establishment of salary ranges as provided for in Section 8 b) 1) of this MOU, employee salary ranges shall be implemented based on performance as provided for in this section.

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Increases to base pay, when provided for in a Fiscal year, shall be calculated based on employee performance as follows:

In each fiscal year of this MOU, the District shall set aside the cash equivalent of

2% In Year 1 (July 1, 2017 through June 30, 2018) - \$4,735.00 based on current staffing levels.

1% In Year 2 (July 1, 2018 through June 30, 2019) – \$2,391.00 based on current staffing levels.
1% in Year 3 (July 1, 2019 through June 30, 2020) - \$2,415.00 based on current staffing levels.

This cash amount shall be calculated based on the total base pay for all occupied classifications within the unit as of the beginning of the fiscal year; and the dollar amounts shown are subject to adjustment, based on the total base salary of all unit employees at the beginning of each fiscal year.

Each employee will be eligible for a pay increase within the salary range dependent upon the degree of overall successful performance within their classification. Performance shall be evaluated based on the District's performance evaluation policy, incorporated herein and attached hereto as Exhibit "A".

It is anticipated that:

- 10% to 15% of employees will rate as "Exceptional"
- 20% to 30% of employees will rate as "Exceeding Expectations"
- 60% to 65% of employees will rate as "Meeting Expectations"
- 5% to 10% of employees will rate as "Below Acceptable Standards"*
*(Needs Improvement or Unacceptable, combined)

In order to be eligible for a pay increase within the range, an employee must rate, at minimum overall "Meeting Expectations".

Based on current staffing levels employees who, overall rate as:

"Meeting Expectations" shall be eligible to receive a 1/6 share of the total dollar amount set aside for members of the bargaining unit, in the form of an increase to annual base pay.

"Exceeding Expectations" shall be eligible to receive a 1/4 share of the total dollar amount set aside for members of the bargaining unit, in the form of an increase to annual base pay.

"Exceptional" shall be eligible to receive a 1/3 share of the total annual dollar amount set aside for members of the bargaining unit, in the form of an increase to annual base pay.

The fractional shares listed above shall be adjusted pro-rata based on the number of employees in the unit at the beginning of the year (5 employees). The listed

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figures and fractional shares are based on current staffing levels as of the ratification date of the MOU.

~~Contingent upon a satisfactory performance for the applicable performance period, a step increase shall be granted annually. Step increases shall become effective at the beginning of the first pay period following the anniversary date of initial employment, or the anniversary of the most recent step increase or of the most recent promotion.~~

d) Out of Class Pay and Reclassification

Employees required to work out of class, and who are performing more than 25% of the functions of the higher classification (25% of their working hours) are eligible to receive an out-of-class pay incentive equal to 5% above their regular base salary after they have been performing out-of-class functions for a period of twenty (20) consecutive workdays. Out-of-class assignments may be made by the Airport General Manager, not to exceed one (1) year in duration. Out of class pay provided for by this section shall begin starting with the twenty-first (21st) of the out-of-class assignment and shall end when the out-of-class assignment ends.

Employees who believe that they are incorrectly classified because the majority of functions they perform over a majority of their working hours are those of a different classification, shall, in September of each calendar year, make a request for the District to study their position. The study will be undertaken to determine if the job functions have shifted such that the position they occupy is more closely aligned with a different classification within the District class structure. Employees may file this request with the District's HR Manager. The reclassification request review of the position shall be commenced within two weeks and a recommendation made to the Airport General Manager for review. The General Manager shall thereafter issue a written decision including a determination of the correct classification for the position. If an employee disagrees with the Airport General Manager's determination of a reclassification request, the employee may, within five calendar days of receipt of the decision, file an appeal commencing at Formal Step II of the Grievance Procedure.

16. SALARY INCREASE

~~Effective January 1, 2014 the salary and applicable step table will be adjusted to cause an increase of one percent (1%).
Effective July 1, 2015 the salary and applicable step table will be adjusted to cause an increase of one percent (1%).
Effective July 1, 2016 the salary and applicable step table will be adjusted to cause an increase of three percent (3%).~~

17. LONGEVITY PAY

~~MPAD shall pay to employees' additional compensation for longevity of service, pursuant to the following;~~

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Two Percent (2%) at Fifteen (15) year anniversary
Three Percent (3%) at Twenty (20) year anniversary
Four Percent (4%) at Twenty Five (25) year anniversary
Longevity shall not be awarded retroactively to any employee, but only upon the next applicable anniversary date following April 30, 2014.
Example: Employee reaches 15 years on April 30, 2014 shall not be eligible for a longevity increase until 20 year anniversary. Employee reaches 15 year anniversary on May 1, 2014 shall receive a longevity increase of 2%.
See schedule attached as exhibit "A".

16. RETIREMENT

a) PERS Retirement

Employees hired prior to January 1, 2013 shall be maintained in the "2% at 55" Retirement Plan for Miscellaneous Employees, State of California, Public Employees' Retirement System (PERS). Employees hired on or after January 1, 2013 shall be in the "2% at 62" Retirement Plan for Miscellaneous Employees, State of California, Public Employees' Retirement System (PERS).

b) Supplemental Retirement Option

At the discretion of the employees, a portion of any future salary increases may be directed into a Supplemental Retirement Program through the National Industrial Pension Plan sponsored by the Union at no cost to the District. This must be requested in writing no later than April 1 of each year.

b)c) IRS Section 414(h)2

PERS employee contribution will be paid by the employee, with the State and Federal income tax on the member contribution deferred to the extent allowed by Internal Revenue Code 26 USC Section 414 (h).

~~19. RETIREMENT~~

~~Employees hired prior to January 1, 2013 shall be maintained in the "2% at 55" Retirement Plan for Miscellaneous Employees, State of California, Public Employees' Retirement System (PERS). Employees hired on or after January 1, 2013 shall be in the "2% at 62" Retirement Plan for Miscellaneous Employees, State of California, Public Employees' Retirement System (PERS).~~

37.17. OVERTIME CONSIDERATION

When operating requirements or other needs cannot be met during regular working hours, employees may be required to work overtime. When this is necessary, employees will be first given the opportunity to volunteer for the overtime requirement. If a qualified volunteer for the overtime assignment cannot be secured, the District will designate an appropriate employee for the assignment.

~~38.18.~~ TUITION REIMBURSEMENT

Reimbursement of tuition and other costs (i.e. books and supplies) for study and/or training undertaken at accredited institutions of higher learning or at bona fide professional and trade schools is available for employees. Education cost reimbursement shall not exceed \$5,250.00.

19. HEALTH AND INSURANCE BENEFITS

The District shall include employees in a medical, dental, vision care program as follows ~~(for employees continuously employed by MPAD, in any capacity, prior to April 30, 2010):~~

a) Medical Coverage

MPAD agrees to contribute 93% of the cost of a Major Medical Insurance Program for employees and dependents. The employee shall bear the remainder of this cost of 7%. (Employee 7% contribution shall be calculated after deduction of PERS required employer contribution).

For employees hired after May 1, 2010, MPAD agrees to contribute 85% of the cost of a Major Medical Insurance Program for employees and dependents. The employee shall bear the remainder of this cost of 15%. (Employee 15% contribution shall be calculated after deduction of PERS required employer contribution)

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b) Dental Coverage

MPAD agrees to contribute 100% of the cost of a Dental Program for employees and dependents.

c) Life Insurance

MPAD agrees to contribute 100% of the cost of a basic Life Insurance program in an amount not less than \$20,000.

d) Group Vision Care

MPAD agrees to contribute 100% of the cost of Group Vision Care Plan for employees only.

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e) Changes to Coverage

The District agrees to keep the Association informed of all changes and negotiations of new, or updating of the present, medical, dental, life insurance and vision care plans.

f) Employee Costs

For medical, dental, and vision care, received by the employee or his/her covered dependents, the employee shall be responsible for payment of annual deductibles and the amount in excess of the amount allowed under the insurance programs carried by MPAD.

~~b. The District shall include employees in a medical, dental, vision care program as follows (for employees hired after May 1, 2010):
Medical Coverage. MPAD agrees to contribute 85% of the cost of a Major Medical Insurance Program for employees and dependents. The employee shall bear the remainder of this cost of 15%. (Employee 15% contribution shall be calculated after deduction of PERS required employer contribution)
Dental Coverage. MPAD agrees to contribute 100% of the cost of a Dental Program for employees and dependents.
Life Insurance. MPAD agrees to contribute 100% of the cost of a basic Life Insurance program in an amount not less than \$20,000.
Group Vision Care. MPAD agrees to contribute 100% of the cost of Group Vision Care Plan for employees only.
Changes to Coverage. The District agrees to keep the Association informed of all changes and negotiations of new, or updating of the present, medical, dental, life insurance and vision care plans.
Employee Costs. For medical, dental, and vision care, received by the employee or his/her covered dependents, the employee shall be responsible for payment of annual deductibles and the amount in excess of the amount allowed under the insurance programs carried by MPAD.~~

~~h)g) _____ Parity~~

~~The District shall adjust the employee share of cost set forth in [a and b this Article above](#) in the event, after the effective date of this agreement, the District enters into an agreement with any other association of District workers to set pay, wages, hours of work or other conditions of employment, and that agreement requires the employee to bear a lesser share of costs for health benefits. The adjustment shall ensure a uniform share of health costs shall apply to all represented District employees in a similar manner, based upon date of hire.~~

~~h) Medical In-Lieu Payments~~

~~The District shall pay each employee the sum of five hundred dollars (\$500) provided that employee elects not to receive any health coverage, and further provided the employee provides, to the satisfaction of the District, proof that he or she qualifies for and has obtained alternate health coverage for that month. The District shall not pay both the Medical In Lieu and also provide health coverage for any employee.~~

20. WORKERS' COMPENSATION

The District provides comprehensive Workers' Compensation Insurance benefits for all employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Temporary disability benefits, however, are not

paid for the first three days or shifts that an employee missed work, unless the employee's disability continues for more than 14 calendar days as a result of the injury, or the employee is hospitalized as an "inpatient" for medical treatment. During this waiting period, the employee may utilize any accrued sick leave benefits to offset any potential loss in compensation. In the event that the employee has no accrued sick leave benefits, the employee may utilize accrued vacation leave benefits.

21. STATE DISABILITY INSURANCE

Effective July 1, 2010, and at all times thereafter, each employee shall pay 100% of the costs for State Disability Insurance (SDI).

~~a-22.~~ GRIEVANCE PROCEDURE

The Association and District [agree to use the District's adopted grievance policy and incorporated disciplinary appeals process, attached hereto as Exhibit "BA" to this MOU.](#)

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~~22-23.~~ MANAGEMENT RIGHTS

The District retains the following rights for the period of this contract:

a) Reduction In Force (RIF)

The District reserves the right to institute reduction in force action (RIF) when necessitated by airline strikes, major reduction in service, critical economic conditions, or government legislation.

b) Insurance

Whereas the District shall maintain adequate medical/dental/life/vision insurance coverage for employees, the District reserves the right to consider medical/dental/optical insurance options and alternatives and to select the insurance programs deemed to be the most appropriate.

c) Meet and Confer

The exercise of management rights specified herein will follow the "meet and confer" process.

d) Other MPAD Policies Applicable

Anything relating to employment with the District, not specifically mentioned in this Agreement shall be governed by the policies, practices and procedures contained in the current District Employment Policies and Procedures Manual, and Employee Handbook. This Agreement shall be read in conjunction with those manuals. Unless specifically covered in this Agreement, management specifically reserves the right to hire, supervise, determine staffing levels, methods of operation, make work assignments, establish work rules regarding performance, safety and conduct and generally conduct the business and services of the District as it deems appropriate.

~~23~~.24. FULL UNDERSTANDING, MODIFICATION AND WAIVER

a) General

This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any and all prior or existing memoranda of understanding, understandings, or agreements, whether formal or informal, are hereby superseded and terminated in their entirety.

b) Existing Practices

1) Cited in Agreement

Existing practices and/or benefits provided by ordinance or resolution of MPAD's Board of Directors and which are referenced in this Agreement shall continue in accordance with the terms of this Agreement.

2) Not Cited in Agreement

Existing practices and/or benefits which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties.

c) Good Faith Intent

It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this agreement be administered and observed in good faith.

d) Meet and Confer

~~Although nothing~~Nothing in this agreement shall preclude the parties from mutually agreeing to "meet and confer" on any subject within the scope of representation, whether addressed in this agreement or otherwise. Further, the Parties agree to provide reasonable notice and an opportunity to bargain over any proposed changes in employment conditions that directly relate to matters within the scope of representation. It is agreed that, absent a proposed change in employment conditions, neither party may require the other party to "meet and confer" on any matter ~~not~~ covered herein, nor over any other matter not within the scope of the representation.

~~24~~.25. SAVINGS CLAUSE SEVERABILITY

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or Subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

25-26. EFFECTIVE DATE AND TERMINATION

This Agreement shall be effective on July 1, 201~~7~~²⁴ and shall remain in full force and effect through June 30, 20~~17~~²⁷. Negotiations on a new contract shall begin not earlier than one hundred eighty (180) days or not later than ninety (90) days prior to such termination. In the event that a new agreement has not been reached on or before June 30, 20~~17~~²⁷, th-is Agreement shall remain in full force and be effective during the period of meeting and conferring.

IN WITNESS WHEREOF, the parties have caused this contract to be signed this ____ day of ~~February, 2015~~October, 2017.

Monterey Peninsula Airport District	UPEC Local 792 Administrative Assistants Association
David G. Ritchie, Attorney for the District	(Signature 1)
Mike LaPier, General Manager	Ryan Heron Labor Representative UPEC Local 792
(Board President)	Christopher D. Darker Business Manager UPEC Local 792

EXHIBIT "A" – Employee Evaluation Policy

MPAD PERSONNEL POLICY No. _____

POLICY:

Performance Evaluation is a constructive, collaborative process used to assess the performance of an employee, and to acknowledge strengths and weaknesses in performance over a prior fixed period of time. Performance evaluations are not disciplinary actions and thus, incidents referred to within a performance evaluation, to the extent they describe performance deficiencies should not be an employee's initial notice that a performance problem had occurred.

PURPOSE OF PERFORMANCE EVALUATIONS:

The purposes of the performance evaluation include, but are not limited to, the following:

- a. to accurately assess the individual employee's performance during the period under review;
- b. to identify and acknowledge positive elements of job performance;
- c. to identify deficiencies in performance;
- d. to provide or identify measures to correct such deficiencies; and
- e. to identify potential career development objectives and to provide strategies for achieving those objectives.

PERFORMANCE RATINGS:

Performance evaluations shall contain ratings for each area of assessment that are critical to measurement of performance, as well as an overall rating.

Each area of assessment shall provide a space for the supervisor to include comments and within which specific details regarding the employee performance shall be listed. Each assessment area shall be summarized with a rating determination based on performance of:

- 1. Exceptional
- 2. Exceeded Expectations
- 3. Met Expectations
- 4. Needs Improvement
- 5. Unsatisfactory

Each Performance evaluation shall contain an overall rating of one of the five available ratings listed above.

It is anticipated that 10-15% of staff will rate as "Exceptional"
20-30% of staff are anticipated to rate as "Exceeds Expectations"
60-65% of staff are anticipated to rate as "Meets Expectations"

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5-10% of staff are anticipated to rate as “Needing Improvement or Unacceptable”

PERFORMANCE GUIDANCE:

An employee’s evaluation shall be sufficiently specific, and include sufficient detail to inform and guide the employee in the performance of her/his duties. Performance standards are guidelines for performing the duties of a specific job. Performance standards and guidelines for performing the duties of a specific job shall be reasonable. Supervisors shall include a section in each evaluation containing specific goals for future performance and career development. These aspects of future performance shall be collaboratively developed with the employee.

ANNUAL PERFORMANCE ASSESSMENT:

The performance of each non-probationary employee shall be evaluated at least annually. Forty-five (45) days before an employee anniversary date, the employee shall be provided with a self-evaluation form in the format of an evaluation. The form shall include spaces for all sections of the performance evaluation. Within two weeks, the employee shall complete the self-evaluation form, providing a self-rating and description of aspects of successful or unsuccessful performance. The Employee shall return the completed form to their supervisor no later than thirty (30) days before the anniversary date.

The supervisor shall thereafter complete the performance evaluation, taking into consideration the self-evaluation information provided by the employee and any and all other information available covering the prior year’s performance. The supervisor shall complete the evaluation no later than fourteen (14) days before the anniversary date.

Within seven (7) days following completion of the evaluation, the supervisor and employee shall meet to discuss the completed evaluation. During this meeting, the supervisor shall discuss all evaluation metrics with the employee and any future goals or performance targets shall be specifically addressed. Following this meeting, the supervisor and employee may agree on modifications to future performance goals, if applicable and the employee shall sign the evaluation to acknowledge receipt. If an employee determines they are unwilling to sign the evaluation, the supervisor shall note the employees’ refusal to sign on the evaluation document.

FAILURE TO ISSUE AN EVALUATION:

In the event a written evaluation was due but not completed as provided for in this policy, the employee shall be entitled to any increase due, retroactive to their anniversary date. In the event an employee’s evaluation remains incomplete at forty-five (45) days after their anniversary date, the employee performance shall be deemed to be the same as for the prior evaluation period and the employee shall receive the corresponding increase due, retroactive to the anniversary date. Performance shall be

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deemed to remain the same unless and until a new evaluation is completed in accordance with this policy.

EMPLOYEE RESPONSE TO AN EVALUATION:

Performance evaluations shall not be grievable or subject to disciplinary appeal processes.

Within thirty (30) calendar days after receiving a performance evaluation, an employee may write comments and/or a rebuttal statement pertaining to her/his evaluation or add relevant materials, which may supplement, or enhance the evaluation. When such written comments or supplemental materials are received by MPAD they shall be reviewed by the Executive Director who may determine that a revised evaluation be issued containing modifications addressing the employee concerns. This shall be the final evaluation.

PLACEMENT IN PERSONNEL FILE

Evaluations shall be placed in the employee personnel file, and thereafter the employee may, within thirty (30) days, attach any final comments or rebuttal.

DISCIPLINARY ACTION – Exhibit “C”

Employees may be disciplined for just cause. In imposing disciplinary action, the District shall attempt progressive discipline absent serious violations and/or misconduct. Sufficiently severe types of violations that could result in immediate termination of employment shall include but are not limited to: violations of the harassment policy, sexual harassment, violence in the workplace, substance abuse, theft and other forms of misappropriation and insubordination.

Oral Warnings and Counseling Memorandums shall not be deemed to be disciplinary actions.

Written reprimands shall be the lowest level of discipline. An Employee who receives a written reprimand may, within thirty (30) days after receiving said reprimand, draft a response to the reprimand and have it attached and included in the personnel file.

Any other form of action taken against an employee for cause, including violations of workplace rules and involving the loss of pay, shall be deemed to be a disciplinary action; including, but not limited to suspension without pay, demotion, or termination of employment.

Employees proposed for discharge or other disciplinary action involving a loss of pay shall have the right to request a pre-disciplinary “Skelly” conference by filing a written request with the District General Manager within ten (10) calendar days of receipt of the proposed discipline.

Failure to request a pre-disciplinary due process “Skelly” conference shall not be deemed to be a waiver of the right to appeal a disciplinary action if upheld.

In the event discipline is upheld following exhaustion of pre-disciplinary due processes, the employee may appeal the determination, within five (5) calendar days from the date the notice of final discipline is received by the employee. If appealed, it shall be processed in accordance with the District’s grievance procedures, beginning at Formal Step II – Fair Hearing Officer. Failure to timely appeal a final disciplinary action to the Grievance process shall be a waiver of all further appeals of the discipline.

MOU EXHIBIT “B” GRIEVANCE AND DISCIPLINARY APPEALS PROCEDURE

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MPAD PERSONNEL POLICY No: _____

A grievance is defined as any violations or misapplication of any provision of the MOU, or of the MPAD Personnel Rules and shall be subject to resolution through the application of these Grievance Procedures.

Employee appeals of disciplinary action involving loss of pay, such as suspensions, demotions, and termination of employment shall use these grievance procedures, beginning with Formal Step II following exhaustion of any pre-disciplinary conference (“Skelly”) completed prior to the disciplinary action becoming final

Informal Step: Employees may informally grieve a violation or misapplication of the MOU or MPAD Personnel Rules to their immediate supervisor. Employees may do so, orally or in writing, within thirty (30) days of the occurrence giving rise to the complaint that the MOU or personnel rules were violated. The Supervisor may take any appropriate steps to investigate the grievance and shall respond, in writing within ten (10) calendar days. If the grievant is unsatisfied with the response or no response is provided within the prescribed time period, they may, within ten calendar days, advance the grievance to Formal Step 1 (Department Head).

Formal Step 1 – Department Head: An employee filing an appeal to the Department Head must provide a written summary of the grievance, including such facts as are required to identify the involved parties, the date of the violation(s), the nature of the complaint and the reasons that the grievant disagrees with the determination of the Supervisor at the informal step. A Department Head may, in their discretion, conduct such inquiry as they deem appropriate to investigate the grievance including meeting with the grievant for an interview. A Department Head who receives a Formal Step 1 grievance shall provide a written response to the grievant within ten (10) calendar days. If a grievant is not satisfied with the response of the Department Head or no response is provided within the prescribed time period, they may, within five (5) calendar days request to advance the grievance to Formal Step II – Fair Hearing Officer.

Formal Step II – Fair Hearing Officer: The Airport Executive Director shall identify two potential fair hearing officers (candidates) who shall be MPAD Department Heads who are not involved in the grievance or discipline being heard and who do not supervise any of the involved employees. The employee may select one, from the identified candidates, to serve as Fair Hearing Officer. In the unlikely event that there is no non-involved Department Head, the grievant may skip Formal Step II and proceed directly to Step III – Executive Director. The Fair Hearing Officer shall review the positions of the parties at all prior steps and shall further inquire as to the facts and circumstances as

they deem appropriate to determine the grievance. The Fair Hearing Officer shall render a decision on the grievance within ten (10) calendar days. An employee who is not satisfied with the outcome following Formal Step II, or where no response is provided within the prescribed time period, may, within five (5) calendar days appeal the decision to the Final Step - Airport Executive Director.

Final Step - Airport Executive Director: If a grievance is appealed to the Airport Executive Director, he shall review the positions of the parties at all earlier stages of the proceedings. The Airport Executive Director may meet with the grievant to discuss the grievance and / or any possible resolution of it. Following that meeting, if held, the Airport Director shall issue a determination within ten calendar days which shall be final.

Failure to timely advance a grievance or to otherwise appeal a determination at any step in these grievance procedures shall be deemed to be a waiver of any further appeal steps and an abandonment of the grievance/appeal.

The Union and MPAD may agree, on a case-by-case basis, to an extension of any timeframe in these grievance procedures. Such agreement shall not represent a precedent, or past practice and shall not be citable in any future step or other case as justification for extension of timeframes in those other later steps or other cases. The District proposes that for purposes of the MOU language, that the Grievance Procedure be outlined in the personnel rules and then incorporated into the MOU by reference. This is to ensure a consistent application of the same procedural process across the entire MPAD agency.

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TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
DATE: October 4, 2017
SUBJ: Ratification of a Successor Memorandum of Understanding (MOU) between the Monterey Peninsula Airport District and the Monterey Airport Police Officers Association covering the period July 1, 2017 through June 30, 2020

BACKGROUND. The Police Officers Association is the recognized and authorized employee organization for certain classes of police department sworn employees, serving as Peace Officers at the Monterey Peninsula Airport. The District and POA, have, pursuant to California Government Code Section 3500 et. seq., met and conferred in good faith over provisions to be included in a MOU that relate to wages, hours and other working conditions, as required by law, and successfully reached an overall tentative agreement at the conclusion of the negotiations process.

Subsequently, the parties have jointly drafted amendments to the MOU between them to succeed the prior memorandum that was previously in effect from July 1, 2014 through June 30, 2017.

The term of the new MOU is set to cover the time period from July 1, 2017 through June 30, 2020 and contains the following agreements, reached as part of the overall tentative agreement between the parties:

- Term: 3 years
- Salary Structure: Delete steps
Delete Longevity Increases
Add bottom and top end of ranges
- Salary Ranges: 2% increase to salary ranges effective the first full pay period after ratification.
1% increase to salary ranges effective July 1, 2018
1% increase to salary ranges effective July 1, 2019
- Merit-based Raises: Employee individual salary increases within the range are performance based.
- Evaluation Process: Agreement reached on a new procedure for employee evaluations
- AB 119 Compliance: Agreement reached on union participation in new employee orientation, and relating to employee information to be provided to employee organizations.
- Incentive Pay: Incentive Pay for Police Officers to allow for POST Intermediate and POST Advanced certificates to substitute for advanced education
- Fitness Incentive: District to contribute up to \$450 per year for individual fitness membership or \$750 per year for family fitness membership
- Uniforms: Uniform components to allow exterior vest in lieu of duty belt, base uniform to be department issue polo and tan pant. Grooming standards to allow for well-kept beards. Other uniform standards to be prescribed by the chief of police in consultation with the POA from time-to-time.

- 12-hour shifts: Sideletter establishing the 12-hour shifts incorporated into MOU
- Shift Selection: Shifts selected by order of department seniority on an annual basis for two 6-month segments or at POA option, semi-annually for 6-month segments.
- Special Assignments: Pay for special assignments set at 5% for FTO, Taser Instructor, Defensive tactics Instructor, Detective; paid while performing functions only. Other special assignments may be created and included if assigned subject to meet and confer.
- Discipline Appeals: Agreement reached on streamlined disciplinary appeals process that uses the grievance procedure for appeals of discipline involving loss of pay, and subject to other requirements of State law as provided for in the Peace Officers Bill of Rights Act.
- Grievance Process: Agreement reached on Grievance Procedure with a final determination by the Airport General Manager.

SOURCE OF FUNDS. Funds will be made available for increases during the annual budget process for 2018-19 and 2019-20. Increases for the current year are already budgeted.

SCHEDULE. MOU becomes effective upon ratification by the District board, per California Government Code Section 3505.1. The governing body of the District has thirty (30) days from the date the agreement is first considered at a duly noticed public meeting to ratify or reject the overall agreement.

IMPACT ON OPERATIONS/REVENUE. None.

CONTINGENCY. None.

RECOMMENDATION. Adopt Resolution No. 1697, A Resolution Ratifying a Successor Memorandum of Understanding (MOU), Covering the Period July 1, 2017 Through June 30, 2020, Between the Monterey Peninsula Airport District and the Monterey Airport Police Officers Association and Authorizing the Members of the District's Negotiations Team to Execute the MOU

ATTACHMENTS.

Resolution No. 1697, A Resolution Ratifying a Successor Memorandum of Understanding (MOU), Covering the Period July 1, 2017 Through June 30, 2020, Between the Monterey Peninsula Airport District and the Monterey Airport Police Officers Association and Authorizing the Members of the District's Negotiations Team to Execute the MOU

MOU between the Monterey Peninsula Airport District and the Monterey Airport Police Officers Association for the period June 30, 2017 through July 1, 2020

RESOLUTION NO. 1697

**A RESOLUTION RATIFYING A SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU),
COVERING THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2020, BETWEEN THE
MONTEREY PENINSULA AIRPORT DISTRICT AND THE MONTEREY AIRPORT POLICE
OFFICERS ASSOCIATION AND AUTHORIZING THE MEMBERS OF THE DISTRICT'S
NEGOTIATIONS TEAM TO EXECUTE THE MOU**

WHEREAS, the Monterey Peninsula Airport District and Police Officers Association have negotiated in good faith over wages, hours and other terms and conditions of employment as required by Government Code 3500 et. seq.; and,

WHEREAS, the Parties have reached an overall tentative agreement, which has been jointly drafted into a successor MOU document reflecting all agreed upon changes to such wages hours and working conditions as are acceptable to all parties; now

THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That the overall tentative agreement reached between the Police Officers Association and the District is hereby ratified, and further, that the members of the District's negotiations team are hereby authorized to execute the final draft of the Agreement.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 11th day of October, 2017, by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 11th day of October, 2017

Matthew Nelson, Chairman

A T T E S T

Michael La Pier, A.A.E.
District Secretary

Memorandum of Understanding

Between

Monterey Peninsula Airport District
And

Monterey Peninsula Airport District
Peace Officers' Association

For the Period
July 1, 2017 through June 30, 2020

Reserved for TOC

The Monterey Peninsula Airport District ("MPAD" or the "District") and the Monterey Peninsula Airport District Peace Officers' Association (the "POA" or "Association"), collectively, the "Parties", having met and conferred in good faith pursuant to their mutual obligations under the Meyers-Milias-Brown Act, California Government Code §§ 3500 et. seq., hereby agree as follows:

1. PERIOD TERM OF AGREEMENT

This Memorandum of Understanding, agreement ("MOU" or "Agreement"), is for covers the period July 1, ~~2014~~2017 through June 30, ~~2017~~2020, inclusively. If a successor agreement is not executed by June 30, ~~2017~~2020, this agreement shall remain in force until a new agreement is executed. No amendment to this agreement shall be binding unless reduced to writing and executed by authorized representative(s) of the parties.

This Agreement supersedes all prior ~~The agreements~~ between MPAD and the Association, including the immediately preceding MOU it replaces, that previously covered the ~~for the~~ period July 1, 2014 through June 30, 2017 — December 31, 2011 is hereby superseded.

2. RECOGNITION

Pursuant to resolution of the Board of Directors of the Monterey Peninsula Airport District (hereinafter referred to as MPAD) and provisions of applicable State law, the Monterey Peninsula Airport District Peace Officers' Association (hereinafter referred to as the Association) is recognized as the exclusive representative for meeting and conferring on matters within the scope of representation of all full time regular sworn members of the Police Department including those in the classification of Police Officer, Sergeant and Lieutenant. As used herein "employee" refers only to such members of the Police Department.

3. PURPOSE

The purpose of this agreement is to promote harmonious relations, cooperation and understanding between MPAD, the Association and its represented employees and the employees represented by the Association; and to provide an orderly and equitable means of resolving differences that may arise between them. This MOU, and is intended to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment for the ~~personnel~~employees represented by the Association.

4. ASSOCIATION ACTIVITIES ON MPAD PREMISES

For conduct of business, the association may use MPAD premises as follows:

a) Authorized Meetings

One (1) monthly meeting of all employees covered by this contract, and two (2) monthly meetings of the Executive Board.

b) Union Orientation of Newly Hired Bargaining Unit Members

The district shall provide the union with ten (10) days advance notice prior to any new employee orientation when practicable. The union and employer jointly recognize that MPAD is a small employer and uses outsourced HR services, therefore, employee orientation frequently occurs with much less time than ten days between acceptance of an employment offer and new employee orientation. While MPAD will provide the advance notice required by this section, it is not required to do so if the notice period would delay orientation for a new employee.

The union may elect to participate in new employee orientation and shall be allotted fifteen minutes to present information about the union and union membership.

Union presentations or other participation in orientation shall be by a recognized steward or union paid staff only. If the union determines it will send a Steward who is also an MPAD bargaining unit employee to the orientation rather than its own paid staff, this shall not be considered "representation", but rather a union marketing function; and such time shall not be on MPAD paid time. The steward may elect to use accrued vacation time to cover their absence from work to participate in the orientation process.

Union participation in orientation relieves MPAD from providing any information regarding the union to the new employee as the union would fulfill that function exclusively during orientation.

↳ If the union is unable, or elects not, to participate in orientation, MPAD will provide new employees with a packet of information from the union to new employees, including a union card allowing the employee to elect membership, or entry into employment through becoming an agency fee payer in the union, or allowing an employee to opt-out of membership due to religious objection if desired. All packet materials shall be provided by the Union.

c) Additional Association Activities

Except as set forth in section 4(a), other Association activities on MPAD premises require written approval from the Director of Public Safety (Police Chief).

5. ASSOCIATION AND PORAC MEMBERSHIP.

a) Withholding

MPAD agrees to withhold Association dues in accordance with the procedures set forth in this section.

b) Information Provided to Association

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The District shall provide information regarding employee personal information to the POA pursuant to AB 119 (2017) as follows:

1. Within 30 days following a new hire: name, job title, department, work location, home and work land-line and cell phone numbers, work and personal email addresses (if known) and home address information. This information shall be made available on an ongoing basis to the POA at the beginning of every quarter, approximately every 120 days (in January, April, July, and October).
2. The District shall not be required to furnish information for any employee who makes a written request, to the extent that the written request identifies the specific information the employee is electing not to share.
3. Information provided pursuant to this section shall not cause the information to become a public record, and it shall continue to be considered a part of the employee personnel file for all purposes.
4. The POA agrees to safeguard any information provided to it under this section. It shall not be disseminated other than for purposes of providing representation services to its members wither though its local, or parent union or legal staff under contract with the POA as an affiliated provider of representation services for their members.

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b)c) Authorization

Association members in good standing may authorize payment of dues to the Association through payroll withholding. To request dues withholding, a completed authorization form shall be submitted to MPAD Administration (payroll clerk). Withholding shall become effective at the beginning of the first pay period for which the payroll closing date is not less than five (5) days after receipt of the withholding authorization by MPAD Administration (payroll clerk).

~~e~~d) Revocation

To cancel the Association dues withholding allotment, employees shall complete and submit the appropriate form to MPAD Administration (payroll clerk). Revocation shall become effective at the beginning of the next pay period for which the payroll closing date is not less than five (5) days after receipt of the appropriate form by MPAD Administration (payroll clerk).

~~e~~e) PORAC Membership

Membership in PORAC is optional, but Association members desiring to obtain health care coverage through the PORAC Health Care plan must be members of PORAC. Association members in good standing may authorize the payment of PORAC membership costs through payroll withholding. Requests for such withholding or cancellation of such withholding shall be made and processed in the same manner as requests for withholding or cancellation of withholding of Association dues.

6. PERSONNEL REDUCTION IN FORCE (RIF)

In the event of police personnel reduction in force, employees to be retained shall be selected primarily on the basis of seniority. Also considered will be job performance evaluation and the recommendation of supervisory personnel. No new employees shall be hired until all laid-off employees have been given the opportunity to return to work.

7. DISMISSALS

Employees are tenured once off probation and shall not be discharged without just cause. Employees discharged for cause shall have the right to appeal said discharge by filing with MPAD's General Manager a written appeal within ten (10) days of said discharge. The discharged employee shall have all those rights allotted him/her by the Peace Officer Bill of Rights.

8. SALARY AND OTHER COMPENSATION

a) Meet and Confer

Salary and compensation shall be a meet and confer item.

b) Salary Schedule

The salary schedule with the increase agreed to by MPAD and the Association will be adopted by the board during the FY2017 budget and will be effective on July 1, 2016.
1. Adjustments to Salary Schedule Structure:
Effective upon ratification of this MOU, the salary schedule shall be adjusted as follows: Specific salary range steps shall be abolished for each classification within this bargaining unit.

The minimum base salary within the range of each classification shall be established at that amount previously represented by salary step "1". The maximum base salary within the range for each classification within the bargaining unit shall be established at that amount previously represented by Salary Step "7", and shall be adjusted to include longevity incentive percentages of 2% after 15 years of service, 3% after 20 years of service and 4% after 25 years of service, into the maximum base salary at the top end of the range.

EXAMPLE: if the current salary schedule provides that an employee at step 1 is paid \$47,620 annually and at step 7 is paid \$61,440, the base salary range shall be established to Minimum: \$47, 620 (same as current Step 1) and Maximum: \$67,131 (same as current step 7 inclusive of additional 2% 15-year longevity, 3% 20-year longevity, and 4% 25-year longevity incentives).

Because longevity incentives are being included in the maximum base salary within the salary range, all separate corresponding longevity incentive pays are deleted. No incentive pays provided for in this MOU, other than longevity incentive pays, shall be affected by this change.

2. Salary Range Increases:

After the adjustments to the salary schedule structure are completed as described in subsection b) 1), above, the following increases to the salary ranges for all classifications within this bargaining unit, shall be implemented during the term of this MOU as specified:

Effective upon ratification of this MOU, salary ranges, at both the low and top end of the range, shall be increased by 2%.

Effective July 1, 2018, salary ranges shall be increased, at both the low and top end of the range, shall be increased by 1%.

Effective July 1, 2019, salary ranges shall be increased, at both the low and top end of the range, shall be increased by 1%.

In the event that a salary range increase, as provided for in this section, results in an employee pay level falling below the minimum for the classification that they occupy, that employee must immediately receive an increase sufficient to place them at the minimum base pay for his or her classification. Individual employees who do not fall below the minimum base salary within the range are not affected (e.g. their salary does not change) solely as a result of increases to the salary ranges provided for in this section.

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c) Standard Step Increases- Employee Salary Increases During Term of MOU

e) —

Effective with the deletion of salary steps and the establishment of salary ranges as provided for in Section 8 b) 1) of this MOU, employee salary ranges shall be implemented based on performance as provided for in this section.

Increases to base pay, when provided for in a Fiscal year, shall be calculated based on employee performance as follows:

In each fiscal year of this MOU, the District shall set aside the cash equivalent of

2% In Year 1 (July 1, 2017 through June 30, 2018) - \$13,337.00 based on current staffing levels.

1% In Year 2 (July 1, 2018 through June 30, 2019) – \$6802.00 based on current staffing levels.

1% in Year 3 (July 1, 2019 through June 30, 2020) - \$6870.00 based on current staffing levels.

This cash amount shall be calculated based on the total base pay for all occupied classifications within the unit as of the beginning of the fiscal year; and the dollar amounts shown are subject to adjustment, based on the total base salary of all unit employees at the beginning of each fiscal year.

Each employee will be eligible for a pay increase within the salary range dependent upon the degree of overall successful performance within their classification.

It is anticipated that:

10% to 15% of employees will rate as "Exceptional"

20% to 30% of employees will rate as "Exceeding Expectations"

60% to 65% of employees will rate as "Meeting Expectations"

5% to 10% of employees will rate as "Below Acceptable Standards"*

*(Needs Improvement or Unacceptable, combined)

In order to be eligible for a pay increase within the range, an employee must rate, at minimum overall "Meeting Expectations".

Based on current staffing levels employees who, overall rate as:

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“Meeting Expectations” shall be eligible to receive a 1/6 share of the total dollar amount set aside for members of the bargaining unit, in the form of an increase to annual base pay.

“Exceeding Expectations” shall be eligible to receive a 1/4 share of the total dollar amount set aside for members of the bargaining unit, in the form of an increase to annual base pay.

“Exceptional” shall be eligible to receive a 1/3 share of the total annual dollar amount set aside for members of the bargaining unit, in the form of an increase to annual base pay.

The fractional shares listed above shall be adjusted pro-rata based on the number of employees in the unit at the beginning of the year (5 employees). The listed figures and fractional shares are based on current staffing levels as of the ratification date of the MOU.

~~Contingent upon a satisfactory performance for the applicable performance period, a step increase shall be granted annually. Step increases shall become effective at the beginning of the first pay period following the anniversary date of initial employment, or the anniversary of the most recent step increase or of the most recent promotion.~~

d) New Hires

Newly hired Police Officers will remain in a probationary status ~~at step one~~ for a minimum period of twelve (12) months, such officers are generally hired at the minimum of the salary range unless a recommendation from the Chief of Police is made and the Airport Administrator, in his or her sole and exclusive discretion, determines that the public interests are served by hiring the officer at a greater salary level than the minimum.

e) Special Assignment Pay

Employees assigned by the Police Chief, or his/her designee to a special assignment shall be eligible to receive special assignment pay at 2.5% above the base hourly rate for each special assignment, including Field Training Officer (FTO), firearms instructor, taser instructor, defensive tactics instructor, and Detective assignment, for all hours in which the special assignment is being performed. Employees may combine special assignment pay for multiple special assignments up to an aggregate maximum amount of 5%.

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f) Night Differential Pay

All full-time employees working between the hours of 10:00pm and 6:00am shall receive an additional two and one-half percent (2.5%) above their hourly rate of pay for hours actually worked during the defined time period.

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e) Accelerated Increase

An accelerated step increase may be granted at the discretion of MPAD management, in accordance with MPAD policies governing such increases.

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f) Promotion

Upon promotion to a higher position classification, employees shall receive a monthly increase of base salary of not less than Fifty Dollars (\$50.00).

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g) Promotional Exam Selection Committee

Ranking police officers from outside agencies may be used by MPAD in a promotional process. MPAD will notify the Association of those officers selected and will ensure they will be fair and impartial in the selection process. Of the members from outside agencies who are proposed for the Selection Committee, the Association will have the option of rejecting one.

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h) Promotional Probation

Any promotional employee who fails his or her one (1) year probationary period will be entitled to return to his or her prior pay step and classification unless flagrant violations are involved. The junior department employee(s) would be subject to lay off.

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i) Uniform Allowance

Employees represented by the Association shall receive an allowance of Eighty dollars (\$80.00) per month for uniform upkeep and maintenance.

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j) g) Educational Incentive Pay

Employees hired on or prior to June 30, 2014 and serving in other than the Police Chief classification, and serving in step two or higher of their pay classification shall receive, in addition to their regular monthly salary, education incentive pay, upon submission of proof of completion of study at an accredited degree granting institution, as follows:

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Members of the bargaining unit shall be eligible to receive additional educational incentive pay as provided for in this section:

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- 1) Members who have completed 30 semester units of college level job-related or general education courses towards a degree from an accredited college or university as approved by the Chief of Police shall receive an additional 2.5% above their base pay. No additional incentive is provided for completion of POST Basic certification, which is a minimum qualification for occupation as a Peace Officer in the State of California.
- 2) Members who have completed a POST Intermediate Certificate as defined in POST Regulation 1011, or, alternatively, who have completed an AA Degree of at least 60 units of job-related study from an accredited college or university as approved by the Chief of Police shall receive an additional 2.5% above their base pay.
- 3) Members who have completed a POST Advanced Certificate as defined in POST Regulation 1011, or alternatively, who have completed a Bachelor's Degree in a job-related field from an accredited college or university as approved by the Chief of Police shall receive an additional 2.5% above their base pay.

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The incentives provided for in this section are cumulative, however may not, in any event, exceed a total amount of 7.5% above base salary for any qualifying member.

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~~Thirty Units. Two and one-half percent (2.5 %) of base salary for completion of thirty (30) credit units, of which at least eighteen (18) units shall be for course work in Administration of Justice/Police Science or a related field.~~

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~~Associate Degree. Five percent (5%) of base salary for completion of an AA or AS Degree in Administration of Justice/Police Science or a related field. Any employee receiving educational incentive pay pursuant to this subsection shall not simultaneously be eligible to receive educational incentive pay under any preceding section.~~

~~Bachelor's Degree. Seven percent (7%) of base salary for completion of BA or BS Degree in Administration of Justice/Police Science, Public Administration, Management or a related field. Any employee receiving educational incentive pay pursuant to this subsection shall not simultaneously be eligible to receive educational incentive pay under any preceding section.~~

~~Previous Education. Employees who have completed MPAD educational requirements prior to being hired by MPAD shall be eligible to receive educational incentive pay after successful completion of their F.T.O. Program.~~

~~Non-Retroactivity. Educational incentive pay shall become effective at the beginning of the first pay period for which the payroll closing date is not less than five (5) days after receipt of proof of eligibility by MPAD Administration (payroll clerk). Retroactive educational incentive pay is not authorized.~~

~~No Future Educational Incentives. Police Officers hired after July 1, 2014 shall not be eligible for an Educational Incentive, but will remain eligible for Educational Reimbursement as provided in the MPAD Employee Handbook.~~

Promotions

Upon promotion to a higher position classification, employees shall receive a monthly increase of base salary of not less than Fifty Dollars (\$50.00).

a) Promotional Exam Selection Committee

Ranking police officers from outside agencies may be used by MPAD in a promotional process. MPAD will notify the Association of those officers selected and will ensure they will be fair and impartial in the selection process. Of the members from outside agencies who are proposed for the Selection Committee, the Association will have the option of rejecting one.

b) Promotional Probation

Any promotional employee who fails his or her one (1) year probationary period will be entitled to return to his or her prior pay level and classification unless flagrant violations are involved. The junior department employee(s) would be subject to lay-off.

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9. EQUIPMENT AND UNIFORMS

a. Safety Equipment.

~~a-~~ MPAD agrees to supply the following equipment: (1) leather gear, (2) service weapon, (3) handcuffs, (4) ammunition, (5) baton, (6) raingear, (7) flashlight and batteries, (8) ballistic vest, (9) 12-gauge shotgun (minimum 1 for Department), and (10) chemical agent.

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b. Other Equipment.

~~b-~~ MPAD agrees to supply two California Penal Codes for the Police Department. A current copy of the California Vehicle Code shall be kept in each patrol vehicle and in the Police Offices of MPAD. A copy of the "MPAD Police Directives Manual" shall be made available to each employee represented by the Association.

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c. Ownership of Equipment. Equipment provided by MPAD pursuant to section 9 of this agreement shall remain the property of MPAD and shall be returned to MPAD upon termination of employment with MPAD.

d. Uniforms and Grooming Standards.

1. Uniform Components:

MPAD and the POA agree that the established uniform shall allow for an outer vest carrier. Polo style shirt and tan pants shall be the base uniform and other uniform standards or changes to uniforms shall be established by the Chief of Police following advance notice of the change and an opportunity to meet and confer with the POA.

2. Uniform Allowance

Uniform Allowance

Employees represented by the Association shall receive an allowance of Eighty dollars (\$80.00) per month for uniform upkeep and maintenance.

3. Hygiene and Grooming Standards:

The POA and District agree that good hygiene and maintaining a professional appearance are important for the morale of the department and to maintain the appearance of a professional and approachable police force. Well-kept and groomed facial hair is permitted under this policy. Other matters relating to grooming and personal hygiene shall be matters for discussion with between the POA and Chief of Police from time-ti-time as necessary.

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10. PERFORMANCE EVALUATION

~~a. Standard Evaluation. Written performance evaluations shall be made annually for each employee.~~

~~b. Probationary Officers. Probationary (trainee) officers shall be evaluated according to the Field Training Officer Program and then monthly until probation is completed.~~

~~c.a. Evaluation Record. Each employee shall receive a copy of each evaluation, and a copy shall be placed in the employee's personnel record. The POA and District agree to use the District's new performance evaluation policy, attached hereto as Exhibit "_____".~~

11. HOLIDAYS

All employees shall be entitled to the following paid holidays:

1. First Day of January (New Year's Day)
2. Third Monday in January (Martin Luther King Day)
3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. Fourth Day in July (Independence Day)
6. First Monday in September (Labor Day)
7. Second Monday in November (Veterans' Day)
8. Fourth Thursday in November (Thanksgiving Day)
9. Day after Thanksgiving
10. Twenty-fourth Day of December (Christmas Eve)
11. Twenty-fifth Day of December (Christmas Day)

Holiday Pay. Holiday pay for days worked shall be two (2) times the hourly rates. Overtime on holiday shall be paid at two and one-half (2 1/2) times the hourly rate of pay. Compensation for holidays falling on an officer's scheduled day off shall be provided by giving the officer compensating time off at a straight time rate for the length of the officer's normal shift. ~~Employees serving in the Police Chief classification shall not be entitled to premium pay for holidays.~~

44.

12. HOURS OF WORK AND OVERTIME

- a) Hours of Work. Employees assigned to work day shifts are assigned to a ten hour workday for four days each workweek (a "4-10's" schedule) and have a seven (7) day work period. Employees assigned to work nights are assigned a modified "12 plan" work schedule based upon a twelve hour regular workday and a fourteen (14) day work period with a "three on, four off" format with the shift officers working 8-hour shifts on alternating Saturdays within each work period. The Chief may designate an alternate workweek other than a 4-10's or modified 12 plan based on operational need or departmental efficiency, subject to meet and confer requirements.
- b) Overtime.
 1. Defined: For employees assigned to a 4-10's schedule, all time worked in excess of the regularly scheduled 10-hour shift, or over 40 hours in the seven day work period is "overtime". For employees assigned to a modified 12 plan schedule, all time worked in excess of the regularly

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scheduled 12-hour shift, or in excess of 80 hours in the fourteen day work period is "overtime".

2. Overtime shall be paid at a rate of one and one-half times the regular hourly rate. Employees serving in the Police Chief classification shall not be entitled to overtime pay under any of the provisions of this Article.
3. When overtime is available, overtime opportunities that do not extend or start an employee's shift early shall be offered to employees in a continually rotating order of seniority at MPAD Police Department. Overtime assignments shall be mandated only where no volunteer is available to work an overtime assignment. In such an instance, overtime assignments shall be mandated in a revolving reverse order of seniority based on MPAD Police Department tenure.
4. Compensatory Time Off (CTO). Non-exempt employees may request "Comp" time at time and one-half in lieu of overtime pay. All "comp" time must receive your supervisor's prior authorization. To take "comp" time, you should request approval from your supervisor as far in advance as possible. All requests will be reviewed based on a number of factors, including business needs, staffing requirements, order of requests and possibly seniority. The maximum accrued "comp" hours that you may have at any one time will not exceed 480 hours. If the earned but unused "comp" hours reach this maximum, additional hours will be "capped" and any overtime worked will be paid at overtime rates. Upon separation of employment, you will be paid for unused "comp" time.
5. Callback Pay. Employees called back for duty after completing a work day, or called in on a scheduled day off, or who are required to report to court during other than scheduled hours, shall be paid a minimum of two (2) hours overtime.

Employees of the rank of Sergeant or higher, who are off-duty, and who respond to calls for assistance from the on-duty officers of the Department but who are not fully called back to duty, shall be eligible to be compensated for the actual duration of the call at their overtime rate."

a. Defined. Overtime is any time worked in excess of forty (40) hours per week, (or ten [10] hours per day if on a ten [10] hour day schedule). Overtime shall be paid at time and a half. Employees serving in the Police Chief classification shall not be entitled to overtime pay.

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~~b. — Compensatory Time Off (CTO) Non-exempt employees may request “Comp” time at time and one half in lieu of overtime pay. All “comp” time must receive your supervisor’s prior authorization. To take “comp” time, you should request approval from your supervisor as far in advance as possible. All requests will be reviewed based on a number of factors, including business needs, staffing requirements, order of requests and possibly seniority. The maximum accrued “comp” hours that you may have at any one time will not exceed 480 hours. If the earned but unused “comp” hours reach this maximum, additional hours will be “capped” and any overtime worked will be paid at overtime rates. Upon separation of employment, you will be paid for unused “comp” time.~~

~~c. — Holidays. Holiday pay for days worked shall be two (2) times the hourly rates. Overtime on holiday shall be paid at two and one half (2 1/2) times the hourly rate of pay. Compensation for holidays falling on an officer’s scheduled day off shall be provided by giving the officer compensating time off at a straight time rate for the length of the officer’s normal shift. Employees serving in the Police Chief classification shall not be entitled to premium pay for holidays.~~

~~d.a. Call Back. Employees called back for duty after completing a work day, or called in on a scheduled day off, or who are required to report to court during other than scheduled work hours, shall be paid a minimum of two (2) hours overtime.~~

13. SHIFT ASSIGNMENTS

~~a. Bid Provision Shift Selection Procedure. Shift assignments shall be bid, and assignments shall be made on the basis of seniority within classification. Shift selection shall occur based on seniority at MPAD Police Department. Shift bids may be conducted annually for two consecutive six-month periods; or, alternatively at POA’s option, semi-annually in six-month increments.~~

b. Off-Duty Education Coordination. To accommodate off-duty education, to the extent that it is compatible with MPAD requirements, shift changes shall be coordinated with the semester or quarter start dates of local educational institutions providing instruction in the fields of Administration of Justice/Police Science.

c. Shift Exchange. Employees shall have the privilege to exchange shifts when the change does not interfere with the operation or diminish the effectiveness of the Police Department and is authorized by affected supervisors.

14. VACATION TIME

Vacation entitlement shall be accrued for continuous service, as follows:

- a. **After First Six (6) Months.** Forty (40) hours.
- b. **After One (1) Year.** Eighty (80) hours per year (includes the 40 hours accrued after the first [6] months).
- c. **Five (5) or More Years.** One hundred Twenty (120) hours per year.
- d. **Ten (10) or More Years.** One hundred sixty (160) hours per year.
- e. **Vacation Time Accumulation Limit.** Employees may accumulate up to two hundred forty (240) hours of unused vacation, after which point no further vacation shall accrue. MPAD will endeavor to notify Association members of when their individual vacation time accumulation is about to be reached.

15. SICK LEAVE.

- a. **Accrual.** Sick leave with pay shall accrue at a rate equal to the accrual rate for vacation time. There is no restriction for sick leave accumulation.
- b. **Verification.** A physician's certificate or other evidence may be required if there is reasonable cause to believe an employee may be abusing sick leave.
- c. **Unused Sick Leave.**
 - (1) **Applied to Retirement.** MPAD will maintain enrollment of employees in the State of California Public Employees' Retirement System "Unused Sick Leave" Plan.
 - (2) **Sick Leave Pay-Off.** MPAD agrees to pay up to one (1) month's pay for unused sick leave upon retirement.
- d. **On the Job Injury.** Whenever any employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled to leave of absence without loss of salary for the period of the disability, but not exceeding one (1) year, or until such earlier date as he or she is retired on a permanent disability pension, and is actually receiving disability pension payments, or advanced disability pension payments pursuant to Labor Code section 4850.3. In order to obtain such leave of absence without loss of salary, the disabled employee must remit to MPAD all disability indemnity received by the disabled employee

from MPAD's insurance carriers during the period of such leave. This subsection d of section 15 shall cease to be operative at any time that benefits under Labor Code section 4850 or any successor or similar statute are made available to MPAD police employees.

16. JURY DUTY

Employees that perform jury duty during working hours shall be granted time off with pay. The employee shall remit to MPAD all compensation received for jury duty, except reimbursement for mileage.

17. STATE DISABILITY INSURANCE

Effective July 1, 2010, and at all times thereafter, each employee shall pay 100% of the costs for State Disability Insurance (SDI).

18. BEREAVEMENT LEAVE

a. **General.** In the event of a death in an employee's immediate family, the employee may be granted bereavement leave without deduction in pay for a period that is deemed by MPAD's General Manager to be reasonable, normally not to exceed three (3) days, but more time may be granted depending on the relationship of the employee and the decedent and the amount of time required to travel to the funeral service. Any leave so granted shall not be charged to the employee's sick leave or annual leave.

b. **Immediate Family.** Immediate family shall normally be understood to mean the employee's spouse, parents, children, siblings, grandparents, mother-in-law and father-in-law.

19. LEAVE OF ABSENCE

A leave of absence for personal reasons may be granted at the sole discretion of the MPAD's General Manager.

20. RETIREMENT

a. **3% at Age 50 Plan.** Employees who became members of CalPERS on or prior to December 31, 2012, "Classic Members", and did not take a prior "cash distribution" shall be maintained in the "3% at 50" Retirement Plan for the local Safety Officers, State of California Public Employees' Retirement System (PERS).

b. **2.7% at Age 57 Plan.** Employees who became members on or after January 1, 2013, "New Member" shall be in the "2.7% at 57" Retirement Plan for the local Safety Officers, State of California, Public Employees' Retirement System (PERS).

c. **Contribution.** Contribution rates for both the employee and the District are published annually by the CalPERS Actuarial Department, and are available at the Airport District Offices.

d. **Accumulated Vacation Pay Off.** Up to two hundred forty (240) hours for unused time.

e. **One-Year Compensation.** MPAD will maintain the PERS optional benefit PERL Section 20042 providing for retirement benefits to be based on the highest twelve (12) consecutive months for purposes of determining final compensation. [Unless otherwise prescribed by law.](#)

21. SAFETY ITEMS

MPAD agrees to "meet and confer" on Safety Items.

22. GRIEVANCE PROCEDURE

~~A grievance is defined as any disagreement by any employee over the application of personnel policy, or any personnel action that an employee alleges to be unfair. Procedures for resolving grievances are as follows:~~

~~a. **Supervisor Action.** Grievances may be submitted to the employee's immediate supervisor. If the grievance has not been settled within five (5) working days from receipt of the grievance by the supervisor, the grievant may submit the matter to the Director of Public Safety (Police Chief), unless the Police Chief is the grievant or the immediate supervisor. If the Police Chief is the grievant's immediate supervisor then the grievant may next submit the grievance to MPAD's General Manager. If the Police Chief is the grievant, then the Police Chief may submit the grievance directly to MPAD's General Manager.~~

~~b. **Police Chief Action.** If within five (5) working days from receipt of the grievance by the Police Chief the grievance has not been settled, the grievant may submit the matter to MPAD's General Manager.~~

~~c. **General Manager Action.** If the grievance has not been settled within ten (10) working days from receipt of the grievance by MPAD's General Manager, the grievant may submit the matter to MPAD's Board of Directors.~~

~~a. **Board of Directors' Action.** MPAD's Board of Directors shall normally consider grievances at their first meeting which is not less than thirty (30) days following receipt~~

~~of the grievance by MPAD's Board of Directors. The decision of MPAD's Board of Directors shall be final, unless they choose to allow binding arbitration. The arbitrator will be agreed upon by both parties and selected from the American Arbitration Association. The POA and MPAD agree to use the District's adopted grievance and disciplinary appeals policy, attached hereto as Exhibit "B" to this MOU. In addition to the grievance procedure, appeals from disciplinary actions imposed on members of the bargaining unit shall comply with the requirements of the Public Safety Officer's Bill of Rights Act.~~

~~4. Changes to the Grievance and Disciplinary appeals process shall be subject to requirements that the District provide reasonable advance notice of proposed changes and an opportunity to meet and confer in advance of any change becoming effective. The Peace Officer's Bill of Rights Act and any other provision of this MOU shall prevail~~

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23. HEALTH AND INSURANCE BENEFITS

MPAD agrees to provide the following health and insurance benefits to the extent that they continue to be available during the term of this agreement:

a. Medical In Lieu Payments. The District shall pay each employee the sum of five hundred dollars (\$500) provided that employee elects not to receive any Medical coverage, and further provided the employee provides, to the satisfaction of the District, proof that he or she qualifies for and has obtained alternate health coverage for that month. The District shall not pay both the Medical In Lieu and also provide Medical coverage for any employee.

b. Retirees For retirees of at least age 50 and having a minimum of 10 years of service with MPAD, PERS health care benefits are available for the retiree only (i.e., not dependents). MPAD shall contribute toward the premium for such coverage an amount equivalent to 3% of such premium for each year of service with PERS, including sick leave accruals, but not to exceed a total of 90% of such premium. The retiree will be responsible for all other costs, including income taxes.

c. Flexible Spending Account (FSA) Separate and apart from the cost of premiums, MPAD shall contribute to the Cafeteria Plan for each active employee the sum of \$100 per month.

d. Cafeteria Plan. MPAD has established an IRC Section 125 Cafeteria Plan in which active employees may participate. Through the Cafeteria Plan employees may choose from the health care plan options offered from time to time over the term of this agreement. At the inception of this agreement, the health care plan options shall include PERS Care, PERS Choice, and (for PORAC members) PORAC Health Care. MPAD's

contribution to the Cafeteria Plan for the cost of health care coverage shall at the inception of this agreement be as follows:

1. Current Employees:

- a. **Medical Coverage.** Effective July 1, 2010, MPAD agrees to contribute 93% of the cost of a Major Medical Insurance Program for employees and dependents. The employee shall bear the remainder of this cost of 7%. (Employee 7% contribution shall be calculated after deduction of PERS required employer contribution)
- b. **Dental Coverage.** MPAD agrees to contribute 100% of the cost of a Dental Program for employees and dependents.
- c. **Life Insurance.** MPAD agrees to contribute 100% of the cost of a basic Life Insurance program in an amount not less than \$20,000.
- d. **Group Vision Care.** MPAD agrees to contribute 100% of the cost of Group Vision Care Plan for employees only.
- e. **Changes to Coverage.** The District agrees to keep the Association informed of all changes and negotiations of new, or updating of the present, medical, dental, life insurance and vision care plans.
- f. **Employee Costs.** For medical, dental, and vision care, received by the employee or his/her covered dependents, the employee shall be responsible for payment of annual deductibles and the amount in excess of the amount allowed under the insurance programs carried by MPAD.

2. Employees Hired after July 1, 2010:

- a. **Medical Coverage.** Effective July 1, 2010, MPAD agrees to contribute 85% of the cost of a Major Medical Insurance Program for employees and dependents. The employee shall bear the remainder of this cost of 15%. (Employee 15% contribution shall be calculated after deduction of PERS required employer contribution)
- b. **Dental Coverage.** MPAD agrees to contribute 100% of the cost of a Dental Program for employees and dependents.
- c. **Life Insurance.** MPAD agrees to contribute 100% of the cost of a basic Life Insurance program in an amount not less than \$20,000.

d. Group Vision Care. MPAD agrees to contribute 100% of the cost of Group Vision Care Plan for employees only.

e. Changes to Coverage. The District agrees to keep the Association informed of all changes and negotiations of new, or updating of the present, medical, dental, life insurance and vision care plans.

f. Employee Costs. For medical, dental, and vision care, received by the employee or his/her covered dependents, the employee shall be responsible for payment of annual deductibles and the amount in excess of the amount allowed under the insurance programs carried by MPAD.

e. Fitness Incentive Benefit

The District encourages the betterment of the health and welfare of its' employees of the POA bargaining unit at their families and recognizes that regular exercise is a significant factor in improving the overall health of employees, contributes to a reduced frequency of workplace accidents and injuries and can result in fewer instances of employee absences due to illness. MPAD recognizes that this is particularly important for those employees who are peace officers and for whom sometimes intense physical activity is a required component of the employment.

MPAD, therefore, shall provide each member of the bargaining unit a benefit of up to \$450.00 per year for an individual gym membership; or, alternatively, up to \$750.00 per year for a family gym membership upon proof of membership for the qualifying period being provided by the employee to the District. Payment for gym membership shall be paid out in equal bi-weekly installments during the course of the year, beginning the first full pay period after the employee provides confirmation of gym membership.

During the term of the MOU MPAD will evaluate group gym membership options in consultation with the POA to determine whether there are more economical options available for gym membership that are acceptable to both MPAD and the POA.

f.

24. NON-DISCRIMINATION

The parties agree and understand that it is prohibited to engage in any unlawful discrimination against and/or harassment of employees and job applicants with respect to any terms or conditions of employment on the basis of actual or perceived race, color, national origin, ancestry, sex (including pregnancy, childbirth, related medical conditions, and breastfeeding), gender, gender identity, gender expression, sexual orientation, age, religion (including religious dress and grooming practices), physical or mental disability, medical condition, pregnancy, marital status, citizenship status, military or veteran status, genetic information, or any other basis protected by applicable federal, state, or

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local law. The parties further agree that discrimination or harassment based on an employee exercise of their right to be a member or participate in membership activities, or, alternatively to choose not to participate is prohibited. The parties agreed that they shall not discriminate against any employee or Association member because of race, color, creed, sex or national origin, or because of membership or non membership in an association or any activities on behalf of the Association.

25. SEVERABILITY

In the event that any provision or portion of a provision of this agreement ~~shall be~~ declared to be invalid or unlawful, by any court of competent jurisdiction, or by any State or Federal law or regulation, that provision or portion thereof shall be deemed invalid and severed from the agreement. ~~or should a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided in this agreement, or impose additional obligations on MPAD, the parties shall "meet and confer" on the provision affected.~~ In such event, all other provisions of this agreement not affected shall continue in full force and effect. The parties agree, after any determination that a provision or portion of a provision is held to be invalid and severed pursuant to this section, that they shall meet and confer over the impacts of that decision on wages, hours and working conditions to the extent required by law.

26. FULL UNDERSTANDING, MODIFICATION AND WAIVER

a. **General.** This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any and all prior or existing memoranda of understanding, understandings, or agreements, whether formal or informal, are hereby superseded and terminated in their entirety.

b. **Existing Practices.**

(1) **Cited in Agreement.** Existing practices and/or benefits provided by ordinance or resolution of MPAD's Board of Directors and which are referenced in this Agreement shall continue in accordance with the terms of this Agreement.

(2) **Not Cited in Agreement.** Existing practices and/or benefits which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties.

c. **Good Faith Intent.** It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this agreement be administered and observed in good faith.

d. **Meet and Confer.** ~~Although nothing~~ Nothing in this agreement shall preclude the parties from mutually agreeing to "meet and confer" on any subject within the scope of representation, whether addressed in this agreement or otherwise. Further, the Parties agree to provide reasonable notice and an opportunity to bargain over any proposed changes in employment conditions that directly relate to matters within the scope of representation. It is agreed that, absent a proposed change in employment conditions, neither party may require the other party to "meet and confer" on any matter ~~not~~ covered herein, nor over any other matter not within the scope of the representation.

27. AUTHORIZED REPRESENTATIVES

To administer the terms and provisions of the applicable ordinances, resolutions, rules and regulations for this agreement, the following shall apply:

- a. **MPAD Representatives.** MPAD's principal agent shall be MPAD's General Manager, or his designated representative.
- b. **Association.** The association's principal agent shall be the President of the Association, or his duly authorized representative.

28. MANAGEMENT RIGHTS

MPAD retains the following rights during the period of this agreement:

- a. **Staffing Level.** It is within the sole discretion of MPAD to determine the staffing level of the Police Department.
- b. **Reduction in Force (RIF).** MPAD reserves the right to institute reduction in force action (RIF) when necessitated by airline strikes, major reduction in service, critical economic conditions, or government legislation. MPAD agrees that before any reduction in force of police personnel is made, all other MPAD departments will be reviewed before a reasonably fair reduction in MPAD staff is made. MPAD agrees to make reasonable efforts to notify laid-off officers and employees of any openings in the police department. MPAD agrees that laid-off officers and employees that are returned to service for MPAD shall keep their same rank, pay step compensation, and status they had prior to being laid-off.
- c. **Insurance.** Whereas MPAD shall maintain adequate medical/dental/optical insurance coverage for employees, MPAD reserves the right to consider medical/dental/optical insurance options and alternatives and to select the insurance programs deemed by MPAD to be the most appropriate.

d. **Meet and Confer.** All of the above MPAD rights will follow the "meet and confer" process.

~~29. SALARY SCHEDULE~~

~~The salary schedule set forth by the district for Police Officers shall be in full force and effect through and including June 30, 2016. Commencing July 1, 2016 the salary schedule shall be adjusted to reflect a three percent (3%) increase in compensation.~~

~~**Police Officer Part Time.** Police Officer step 1 hourly rate is less 10%. Part time officers are temporary employees and entitled to only the basic benefits required by state or federal law.~~

~~**Special Assignment Pay.**~~

~~Employees providing Field Training and designated as a Field Training Officer (FTO) by the Police Chief, or his/her designee, shall be entitled to a two and one-half percent (2.5%) increase in their base hourly rate for all hours actually worked as an FTO.~~

~~**Night Differential Pay.** All full-time employees working between the hours of 10:00pm and 6:00am shall receive an additional two and one-half percent (2.5%) above their hourly rate of pay for hours actually worked during the defined time period.~~

30. ~~PRIOR AGREEMENT SUPERSEDED.~~ ~~The agreement between MPAD and the Association for the period July 1, 2010 — December 31, 2011 is hereby superseded.~~

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IN WITNESS WHEREOF, the parties have caused this contract to be signed this ____ day of ~~February, 2015~~October, 2017.

Monterey Peninsula Airport District

Monterey Peninsula Airport District
Police Officers Association

~~Tonja Posey~~ _____
~~Human Resources/Risk Manager~~

~~Damon Hickerson~~
President, POA

~~David A. Prentice, Partner~~
~~PRENTICE, LONG & EPPERSON, LLP~~

~~Thomas E. Greer, AAEMike Lapier,~~
General Manager

EXHIBIT "A" – Employee Evaluation Policy

MPAD PERSONNEL POLICY No. _____

POLICY:

Performance Evaluation is a constructive, collaborative process used to assess the performance of an employee, and to acknowledge strengths and weaknesses in performance over a prior fixed period of time. Performance evaluations are not disciplinary actions and thus, incidents referred to within a performance evaluation, to the extent they describe performance deficiencies should not be an employee's initial notice that a performance problem had occurred.

PURPOSE OF PERFORMANCE EVALUATIONS:

The purposes of the performance evaluation include, but are not limited to, the following:

- a. to accurately assess the individual employee's performance during the period under review;
- b. to identify and acknowledge positive elements of job performance;
- c. to identify deficiencies in performance;
- d. to provide or identify measures to correct such deficiencies; and
- e. to identify potential career development objectives and to provide strategies for achieving those objectives.

PERFORMANCE RATINGS:

Performance evaluations shall contain ratings for each area of assessment that are critical to measurement of performance, as well as an overall rating.

Each area of assessment shall provide a space for the supervisor to include comments and within which specific details regarding the employee performance shall be listed. Each assessment area shall be summarized with a rating determination based on performance of:

1. Exceptional
2. Exceeded Expectations
3. Met Expectations
4. Needs Improvement
5. Unsatisfactory

Each Performance evaluation shall contain an overall rating of one of the five available ratings listed above.

It is anticipated that 10-15% of staff will rate as "Exceptional"

20-30% of staff are anticipated to rate as "Exceeds Expectations"

60-65% of staff are anticipated to rate as "Meets Expectations"

5-10% of staff are anticipated to rate as "Needing Improvement or Unacceptable"

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PERFORMANCE GUIDANCE:

An employee's evaluation shall be sufficiently specific, and include sufficient detail to inform and guide the employee in the performance of her/his duties. Performance standards are guidelines for performing the duties of a specific job. Performance standards and guidelines for performing the duties of a specific job shall be reasonable. Supervisors shall include a section in each evaluation containing specific goals for future performance and career development. These aspects of future performance shall be collaboratively developed with the employee.

ANNUAL PERFORMANCE ASSESSMENT:

The performance of each non-probationary employee shall be evaluated at least annually. Forty-five (45) days before an employee anniversary date, the employee shall be provided with a self-evaluation form in the format of an evaluation. The form shall include spaces for all sections of the performance evaluation. Within two weeks, the employee shall complete the self-evaluation form, providing a self-rating and description of aspects of successful or unsuccessful performance. The Employee shall return the completed form to their supervisor no later than thirty (30) days before the anniversary date.

The supervisor shall thereafter complete the performance evaluation, taking into consideration the self-evaluation information provided by the employee and any and all other information available covering the prior year's performance. The supervisor shall complete the evaluation no later than fourteen (14) days before the anniversary date.

Within seven (7) days following completion of the evaluation, the supervisor and employee shall meet to discuss the completed evaluation. During this meeting, the supervisor shall discuss all evaluation metrics with the employee and any future goals or performance targets shall be specifically addressed. Following this meeting, the supervisor and employee may agree on modifications to future performance goals, if applicable and the employee shall sign the evaluation to acknowledge receipt. If an employee determines they are unwilling to sign the evaluation, the supervisor shall note the employees' refusal to sign on the evaluation document.

FAILURE TO ISSUE AN EVALUATION:

In the event a written evaluation was due but not completed as provided for in this policy, the employee shall be entitled to any increase due, retroactive to their anniversary date. In the event an employee's evaluation remains incomplete at forty-five (45) days after their anniversary date, the employee performance shall be deemed to be the same as for the prior evaluation period and the employee shall receive the corresponding increase due, retroactive to the anniversary date. Performance shall be deemed to remain the same unless and until a new evaluation is completed in accordance with this policy.

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EMPLOYEE RESPONSE TO AN EVALUATION:

Performance evaluations shall not be grievable or subject to disciplinary appeal processes.

Within thirty (30) calendar days after receiving a performance evaluation, an employee may write comments and/or a rebuttal statement pertaining to her/his evaluation or add relevant materials, which may supplement, or enhance the evaluation. When such written comments or supplemental materials are received by MPAD they shall be reviewed by the Executive Director who may determine that a revised evaluation be issued containing modifications addressing the employee concerns. This shall be the final evaluation.

PLACEMENT IN PERSONNEL FILE

Evaluations shall be placed in the employee personnel file, and thereafter the employee may, within thirty (30) days, attach any final comments or rebuttal.

MOU EXHIBIT “B” GRIEVANCE AND DISCIPLINARY APPEALS PROCEDURE

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MPAD PERSONNEL POLICY No: _____

A grievance is defined as any violations or misapplication of any provision of the MOU, or of the MPAD Personnel Rules and shall be subject to resolution through the application of these Grievance Procedures.

Employee appeals of disciplinary action involving loss of pay, such as suspensions, demotions, and termination of employment shall use these grievance procedures, beginning with Formal Step II following exhaustion of any pre-disciplinary conference (“Skelly”) completed prior to the disciplinary action becoming final

Informal Step: Employees may informally grieve a violation or misapplication of the MOU or MPAD Personnel Rules to their immediate supervisor. Employees may do so, orally or in writing, within thirty (30) days of the occurrence giving rise to the complaint that the MOU or personnel rules were violated. The Supervisor may take any appropriate steps to investigate the grievance and shall respond, in writing within ten (10) calendar days. If the grievant is unsatisfied with the response or no response is provided within the prescribed time period, they may, within ten calendar days, advance the grievance to Formal Step 1 (Department Head).

Formal Step 1 – Department Head: An employee filing an appeal to the Department Head must provide a written summary of the grievance, including such facts as are required to identify the involved parties, the date of the violation(s), the nature of the complaint and the reasons that the grievant disagrees with the determination of the Supervisor at the informal step. A Department Head may, in their discretion, conduct such inquiry as they deem appropriate to investigate the grievance including meeting with the grievant for an interview. A Department Head who receives a Formal Step 1 grievance shall provide a written response to the grievant within ten (10) calendar days. If a grievant is not satisfied with the response of the Department Head or no response is provided within the prescribed time period, they may, within five (5) calendar days request to advance the grievance to Formal Step II – Fair Hearing Officer.

Formal Step II – Fair Hearing Officer: The Airport Executive Director shall identify two potential fair hearing officers (candidates) who shall be MPAD Department Heads who are not involved in the grievance or discipline being heard and who do not supervise any of the involved employees. The employee may select one, from the identified candidates, to serve as Fair Hearing Officer. In the unlikely event that there is no non-involved Department Head, the grievant may skip Formal Step II and proceed directly to Step III – Executive Director. The Fair Hearing Officer shall review the positions of the parties at all prior steps and shall further inquire as to the facts and circumstances as

they deem appropriate to determine the grievance. The Fair Hearing Officer shall render a decision on the grievance within ten (10) calendar days. An employee who is not satisfied with the outcome following Formal Step II, or where no response is provided within the prescribed time period, may, within five (5) calendar days appeal the decision to the Final Step - Airport Executive Director.

Final Step - Airport Executive Director: If a grievance is appealed to the Airport Executive Director, he shall review the positions of the parties at all earlier stages of the proceedings. The Airport Executive Director may meet with the grievant to discuss the grievance and / or any possible resolution of it. Following that meeting, if held, the Airport Director shall issue a determination within ten calendar days which shall be final.

Failure to timely advance a grievance or to otherwise appeal a determination at any step in these grievance procedures shall be deemed to be a waiver of any further appeal steps and an abandonment of the grievance/appeal.

The Union and MPAD may agree, on a case-by-case basis, to an extension of any timeframe in these grievance procedures. Such agreement shall not represent a precedent, or past practice and shall not be citable in any future step or other case as justification for extension of timeframes in those other later steps or other cases. The District proposes that for purposes of the MOU language, that the Grievance Procedure be outlined in the personnel rules and then incorporated into the MOU by reference. This is to ensure a consistent application of the same procedural process across the entire MPAD agency.

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TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Amending and Approving the Fiscal Year 2018 Salary Schedule Listing Positions and Salary Ranges for the Monterey Peninsula Airport District

BACKGROUND. Pursuant to public law, the Board is required to annually approve the schedule listing salary ranges for District positions. Resolution No. 1698 will amend Resolution No. 1694, the previously adopted FY 2018 salary schedule.

In accordance with provisions contained in a memorandum of understanding between the Monterey Peninsula Airport District and the Monterey Peninsula Airport District Administrative Assistant's Association, and between the District and the Monterey Peninsula Airport District Peace Officers' Association, the FY 2018 salary schedule must be modified to reflect the deletion of salary steps and the establishment of salary ranges. The minimum base salary within a range of each classification is established at the amount previously represented by salary step "1". The maximum base salary is established by that amount previously represented the salary step "7", and shall be adjusted to include longevity increases. Increase to base pay within the range will be calculated based on performance.

IMPACT ON OPERATING REVENUE. None

IMPACT ON OPERATING EXPENSE. It is anticipated that majority of the performance evaluations will "meet expectations" and the increase will be the FY 2018 budgeted 2% of current base salary. The impact on expenses totals \$42,650.00 for FY 2018. This impact is anticipated in the adopted FY 2018 budget.

IMPACT ON OPERATIONS. None

STRATEGIC PLAN. Not Applicable

RECOMMENDATION. Adopt Resolution No. 1698, A Resolution Amending and Approving the Fiscal Year 2018 Salary Schedule Listing Position and Salary Ranges

ATTACHMENTS.

Resolution No. 1698, A Resolution Amending and Approving the Fiscal Year 2018 Salary Schedule Listing Position and Salary Ranges
FY 2018 Salary Schedule as Amended by Resolution No. 1698

RESOLUTION NO. 1698

A RESOLUTION AMENDING AND APPROVING THE FISCAL YEAR 2018 SALARY SCHEDULE LISTING POSITION AND SALARY RANGES

WHEREAS, the Monterey Peninsula Airport District and the Monterey Peninsula Airport District Administrative Assistants' Association and Peace Officers' Association have executed agreements, entitled "*Agreement Between Monterey Peninsula Airport District and Monterey Peninsula Airport District Administrative Assistants' Association*" and *Agreement Between Monterey Peninsula Airport District and Monterey Peninsula Airport District Peace Officers' Association*" that commence July 1, 2017 and conclude June 30, 2020, and

WHEREAS, the Agreements provides for an adjustment of salaries paid to the employees in the Administrative Assistants and Police Officers' Associations, effective October 11, 2017 for Fiscal Year 2018, and

WHEREAS, the Agreements are executed by removing salary steps and increasing the salary ranges of the affected employees,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: The compensation of all employees of the Monterey Peninsula Airport District as set forth and prescribed in the Fiscal Year 2018 Salary Schedule, Listing Position and Salary Ranges is hereby approved and adopted. A copy of said schedule is attached hereto and made a part thereof by reference as though the same were set forth in full herein.

AND BE IT FURTHER RESOLVED: That there be filed in the office of said District, said Salary Range and Schedule in accordance with public law and designated "Monterey Peninsula Airport District Fiscal Year 2018 Salary Schedule", listing positions and salary ranges.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 11th day of October, 2017, by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 11th day of October, 2017

Matthew Nelson, Chairman

ATTEST

Michael La Pier, AAE
District Secretary

**MONTEREY PENINSULA AIRPORT DISTRICT
FISCAL YEAR 2018 SALARY SCHEDULE
Adopted June 14, 2017 by Resolution No. 1686
Amended by Resolution Nos. 1694 and 1698
October 11, 2017**

EFFECTIVE: October 11, 2017

PER CONTRACT			
EXECUTIVE DIRECTOR	ANNUAL		185,000
POLICE CHIEF	ANNUAL		155,000
PER CONTRACT			
	STEP	Min	Max
DEPUTY EXECUTIVE DIRECTOR - ADMINISTRATION AND FINANCE	ANNUAL	126,072	154,975
	PER MONTH	10,506	12,915
	PER HOUR	60.61	74.51
SENIOR MANAGER FOR DEVELOPMENT AND ENVIRONMENT	ANNUAL	66,300	105,875
	PER MONTH	5,525	8,823
	PER HOUR	31.88	50.90
COORDINATOR - COMMUNICATIONS AND COMMUNITY AFFAIRS	ANNUAL	76,879	107,284
	PER MONTH	6,407	8,940
	PER HOUR	36.96	51.58
OPERATIONS MANAGER	ANNUAL	63,672	92,092
	PER MONTH	5,306	7,674
	PER HOUR	30.61	44.27
PLANNING MANAGER / ENVIRONMENTAL	ANNUAL	57,871	92,092
	PER MONTH	4,823	7,674
	PER HOUR	27.83	44.27
STAFF ACCOUNTANT	ANNUAL	59,156	92,092
	PER MONTH	4,930	7,674
	PER HOUR	28.44	44.27
ACCOUNTING SPECIALIST	ANNUAL	50,343	75,842
	PER MONTH	4,195	6,320
	PER HOUR	24.20	36.46
EXECUTIVE ASSISTANT	ANNUAL	49,682	74,839
	PER MONTH	4,140	6,237
	PER HOUR	23.89	35.98
OFFICE TECHNICIAN	ANNUAL	43,048	64,850
	PER MONTH	3,587	5,404
	PER HOUR	20.70	31.18
ADMINISTRATIVE ASSISTANT	ANNUAL	37,626	56,664
	PER MONTH	3,135	4,722
	PER HOUR	18.08	27.24
CONFIDENTIAL ASSISTANT	ANNUAL	32,154	60,209
	PER MONTH	2,680	5,017
	PER HOUR	15.46	28.95
MAINTENANCE MANAGER	ANNUAL	73,146	103,566
	PER MONTH	6,096	8,630
	PER HOUR	35.17	49.79
MAINTENANCE LEAD WORKER	ANNUAL	48,470	68,474
	PER MONTH	4,039	5,706
	PER HOUR	23.31	32.92
MAINTENANCE WORKER	ANNUAL	38,287	56,049
	PER MONTH	3,191	4,671
	PER HOUR	18.41	26.95

**MONTEREY PENINSULA AIRPORT DISTRICT
 FISCAL YEAR 2018 SALARY SCHEDULE
 Adopted June 14, 2017 by Resolution No. 1686
 Amended by Resolution Nos. 1694 and 1698
 October 11, 2017**

	STEP	Min	Max
CUSTODIAN	ANNUAL	36,475	49,924
	PER MONTH	3,040	4,160
	PER HOUR	17.53	24.00
POLICE COMMANDER	ANNUAL	98,430	133,733
	PER MONTH	8,203	11,144
	PER HOUR	47.32	64.29
POLICE LIEUTENANT	ANNUAL	98,410	116,846
	PER MONTH	8,201	9,737
	PER HOUR	47.31	56.18
POLICE SERGEANT	ANNUAL	91,506	105,318
	PER MONTH	7,626	8,777
	PER HOUR	43.99	50.63
POLICE OFFICER	ANNUAL	73,110	96,626
	PER MONTH	6,092	8,052
	PER HOUR	35.15	46.45

HOURLY WAGE FOR PART-TIME OR TEMPORARY LAW ENFORCEMENT OFFICERS (NO BENEFITS)

POLICE OFFICER	Hourly	45.00
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General Aviation Support

Facilities and Fueling Options

Navy Flying Club Status

- MNFC has approximately active 75 members with only one operating aircraft.
- 100LL fuel sales to members is a significant revenue source for the club
- MNFC Fuel Tank Update:
 - Apr 16, 2015 club fuel tank decommissioned due to liner failure
 - Apr 20, 2015 rental fuel tank installed
 - Jun 2015 MNFC contacts Planning & Development engineering/permits to replace fuel tank
 - Jul 2015 Navy MWR manager stops fuel tank demolition
 - Sep 11, 2017 Airport Counsel issues demand to remove inoperative fuel tank
 - Sep 12, 2017 MNFC manager notifies Airport that they can not comply.
 - Sep 12, 2017 Airport authorizes Murphy's Equipment to remove the fuel tank
 - Sep 25, 2017 Demolition begins – estimated completion October 11, 2017

New fuel installation TBD



Current Hangar Inventory

Northwest Rectangular and T-Hangars

26

*Northeast T-Hangars
(Navy Flying Club)*

6

Southeast T-Hangars

26

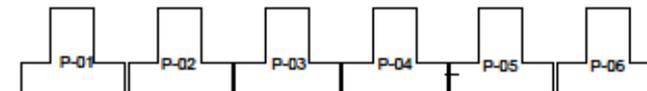
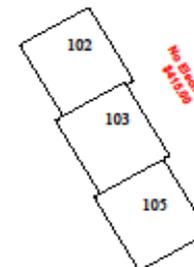
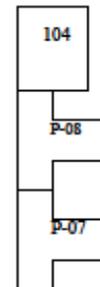
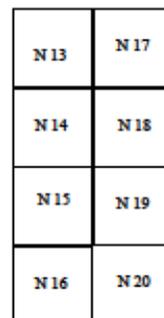
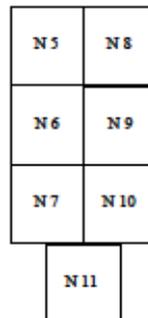
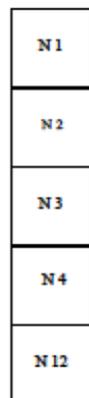
Current occupancy approximately 97%

Revised 8/9/17

Northwest Rectangular & T Hangars

(Nunno)

w/ Electricity
\$430.00



Northeast T Hangars

(Navy Flying Club side)

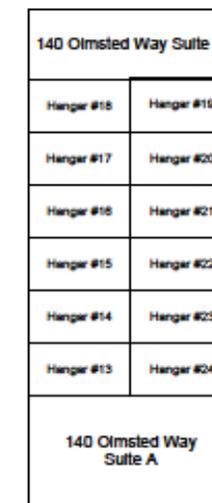
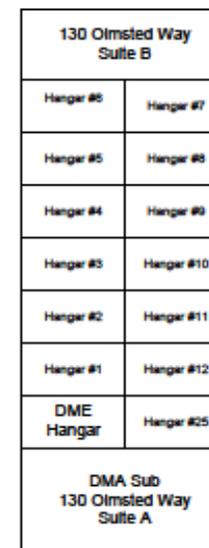
w/ Electricity
\$300.00

Tiedown-

Tiedown -

Tiedown -

Tiedown-



Southeast T Hangars

(Terminal Side)

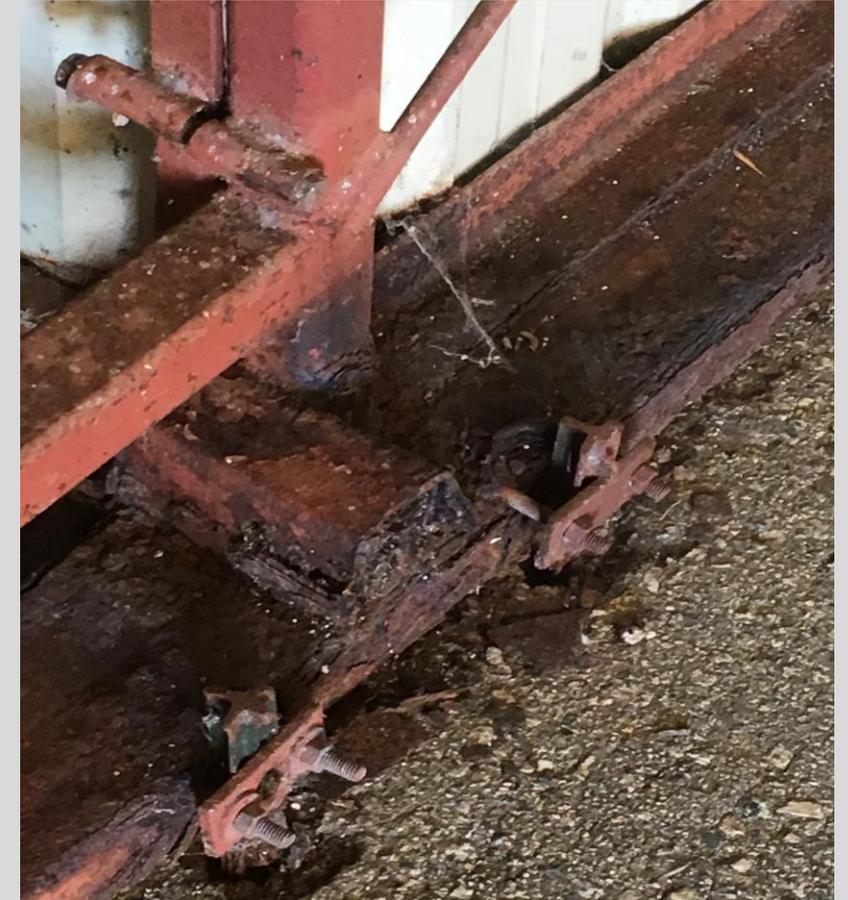
w/ Electricity
\$385.00



Examples of Current Hangar Conditions – Northwest Rectangular and T-Hangars



Examples of Hangar Conditions – Northeast T-Hangars at Navy Flying Club



Master Plan General Aviation Facilities



General Aviation Fuel Price Comparison

Fuel Price Comparison				
	100LL		Jet-A	
October 4, 2017	Truck	Self-Serve	Truck	Self-Serve
MRY	\$5.90	\$5.40	\$6.00	-
Salinas	\$5.45	\$4.95	\$4.58	-
Marina	-	\$4.45	-	\$3.60
Watsonville	\$5.25	\$5.00	\$4.50	\$4.25
Hollister	\$4.99	\$4.79	\$4.37	\$3.99
South County	\$5.29	\$4.99	\$4.34	-



Industry Typical Fuel Farm Options

- Privately Owned and Operated
 - Current model at Monterey
 - Used at many other airports, FBO's and Corporate Operations
- Airport Owned and Contracted
 - Most Common structure in industry
 - Often Operated by consortium of airlines
 - SJC
 - OAK
 - LAX
 - ORD
- Own and Operate
 - Myrtle Beach
 - Moline, Illinois
 - San Bernardino



AGENDA ITEM: H
DATE: October 11, 2017

DEPARTMENT REPORTS

[Terminal Comment Card Log](#)

Tim Bergholz, Deputy Executive Director - Finance & Administration
[Financial Summary](#)

Monterey Fire Department
[Monthly Fire Report](#)

Dave Flint and Ken Griggs, Operations Managers
[Operations Report](#)

Chris Morello, Senior Planning Manager
[Planning & Development Monthly Project Report](#)

Jeff Hoyne, Police Chief
[Police Activity Report](#)

Tone	Date	Time	A/D/G	Airline	Flt #	Comments	Name	City & State
P	09/10/17	20:00	A	AK	-	I needed a wheelchair. The gentleman that helped me was very helpful and nice.	-	-
C	09/10/17	4:30	D	UA	5054	Bought water in vending machine. Put in \$5 got \$1.25 change!	WG	Pacific Grove, CA
P	09/11/17	9:00	D	UA	5053	I am traveling on 9/11. I want to thank everyone working at the airport and airlines for all you do to keep us safe. God bless you!	KC	-
N	09/19/17	5:15	D	UA	5316	I have flown almost weekly from MRY for 22 years. I live in Carmel Valley. Request - please turn off music in bathrooms. I love Steely Dan but not at 5am!! Why do we need music at all in a noisy airport?!	EQ	-
N	09/19/17	7:30	D	UA	5053	No coffee available. If you took coffee shop away then you should open restaurant for business.	SC	Salinas, CA
N	09/21/17	-	D	UA	5316	Would like to have a kiosk in main terminal, coffee, fresh pastries, better selection of newspapers, etc...	-	-
N	09/21/17	18:45	D	UA	5054	Why isn't there an open gift shop or fly away café when the airport still has outgoing flights? Very dissapointed!	JG	Salinas, CA
N	09/22/17	14:00	D	AA	-	Please have carpets cleaned/replaced. They're outdated and dirty. The airport would look amazing with new floors.	-	-
P	09/23/17	11:15	D	AA	5979	Great experience. Awesome customer service.	-	-
P	09/30/17	11:00	D	AA	-	Excellent all around, easiest security!	-	-
P	09/30/17	11:00	D	AA	5979	The staff at this airport are the most pleasant that we have encountered anywhere we have traveled.	RD	Aurora, CO

TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Tim Bergholz, Deputy Executive Director Finance and Administration
SUBJECT: Financial Summary for August in Fiscal Year 2012

BACKGROUND. The Financial Summary for August 2017 is summarized in the following documents:

- **Graphic Comparison – Actual Operating Revenue & Actual Operating Expense**
- **Airport Operating Statistics & Financial Performance**
- **Variance Analysis - MTD and FYTD**
- **Capital Expenditures**
- **Sources / Uses of Cash**

SUMMARY: August 2017 combined airport operating revenues are \$818.5K which is \$7.7K (1.0%) higher than budget (\$810.7K) and FYTD revenues are \$1.62M which is \$58K (4.6%) higher than budget (\$1.56M). The above budget August revenues are attributed to higher TNC fees, fuel sales, outside-storage rents and self-storage service revenues. These higher revenues offset a decrease in enplanements and associated revenues.

OPERATING REVENUE							
July 2017 ACTUAL	July 2017 BUDGET	VARIANCE		FYTD 2018 ACTUAL	FYTD 2018 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 818,454	\$ 810,714	\$ 7,740	1.0%	\$ 1,616,114	\$ 1,557,640	\$ 58,474	3.8%

August Commercial Aviation fees are below budget (\$62.6K actual vs \$65.9K budget) with a 5.1% unfavorable fee variance, and a -2% unfavorable landing volume variance (335 actual vs 342 budget). In August United continued its fifth flight per day to Los Angeles but American decreased its daily flights to Phoenix from 4 to 3. As expected Alaska cancelled its daily flight to Los Angeles but declined to add an additional flight to San Diego. In August, there were twenty-nine (29) cancelled commercial flights which came from: Alaska (3), Allegiant (0), American (5), and United (21).

August 2017 general aviation operating revenues (\$195.1) are 0.75% higher than budget (\$193.6K), and 21.9% higher than July actual revenues (\$160.0K). FYTD general aviation revenues are \$355.1K which is 1.6% or \$5.7K higher than budget (\$349.4K). FYTD General Aviation landing and fuel fees continue to exceed budget.

August combined TCP permits, taxi permits & TNC trip, terminal concessions, rental car and parking concessions fees (Concessions) are \$243.5K, which is 1.3% lower than budget (\$246.7K). The June Concessions unfavorable variance comes from lower Taxi trip fees (-\$3.5K), rental car fees (-\$3.7K) and parking fees (-\$6.0K) which partially offset by TNC fees (\$9.4K) and Terminal Concessions (\$0.35K). FYTD Concessions are above budget by \$14.3K.

OPERATING EXPENSE							
July 2017 ACTUAL	July 2017 BUDGET	VARIANCE		FYTD 2018 ACTUAL	FYTD 2018 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 750,892	\$ 745,020	\$ (5,872)	0.8%	\$ 1,383,150	\$ 1,499,666	\$ 116,516	-7.8%

August operating expenses are higher than budget by \$5.8K (0.8%). The August unfavorable expense variance was the result of a variety of factors. Several actual vs budget timing differences occurred. MGO audit (-\$14.1K), Digital Deployment (-\$15.5K) Mead & Hunt consulting (-\$19.1) fees variances were budgeted in different months but invoiced in August. Electrical expenses (-\$6.1K) are above budget due to delay in solar array operations. Water expenses (-\$11.1) are over budget due to a leak(s) that are under investigation. Unbudgeted expenses for Kimerly-Horn and Associates (-\$21.1K) work on the northside concept project as part of the master plan environmental impact report. These unfavorable variances/timing variances were offset by lower Airfield Repair Expenses (\$52.3K) a variety of lower Salaries and Benefits expenses (\$16.5K). See attached Variance Analysis for details about these variances.

August FYTD operating expenses are \$1.37M (7.56%) lower than budget (\$112.1K). This favorable variance is attributed to lower employee and related expenses (\$64.2K), business related expenses (\$5.7K), supplies and materials (\$11.8K), repairs and maintenance (\$61.1K) and Marketing (\$11.8K). Favorable FYTD expense variances are offset by unfavorable variances in, professional services (-\$27.8K) and Utilities (-\$18.9K).

Because of slightly higher than budget operating revenues and operating expenses, August's operating income is materially on budget at \$67K. FYTD operating income is \$233K which is \$175K or 301.8% higher than budget (\$58K).

OPERATING INCOME / (LOSS)							
July 2017 ACTUAL	July 2017 BUDGET	VARIANCE		FYTD 2018 ACTUAL	FYTD 2018 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 67,562	\$ 65,694	\$ 1,868	2.8%	\$ 232,964	\$ 57,974	\$ 174,990	301.8%

ACCOUNTS RECEIVABLE. The accounts receivable balance on August 31, 2017, is \$447.1K. This balance is 10.8% lower than the July 31, 2017 balance and 12.6% lower than the balance on August 31, 2016. The modest decrease in accounts receivables is attributed to timing of collections.

The net accounts receivable balance over 60 days old at August 31, 2017 is \$24.6K. Most of this over sixty days old balance relates to two unpaid United Airlines invoices that were paid in September. On September 30, 2017, the net accounts receivable balance is \$5K. Several invoices and payments are offsetting with no material exposure in anyone account.

Chart 1 below depicts the accounts receivable balances by month for the 13 months from August 2016 to August 2017.

Chart 1

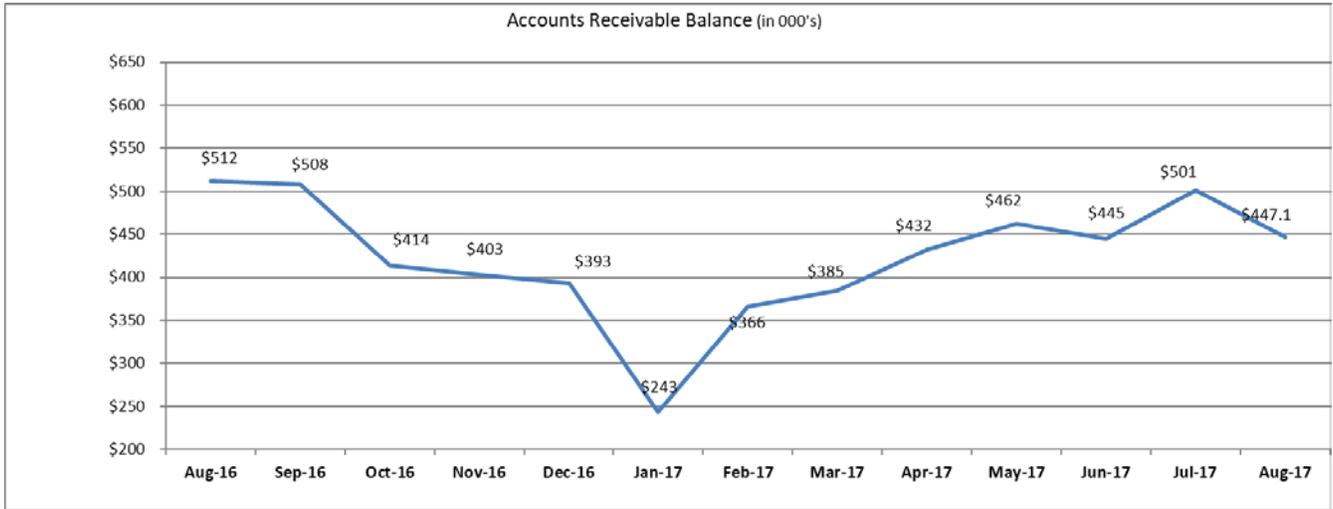
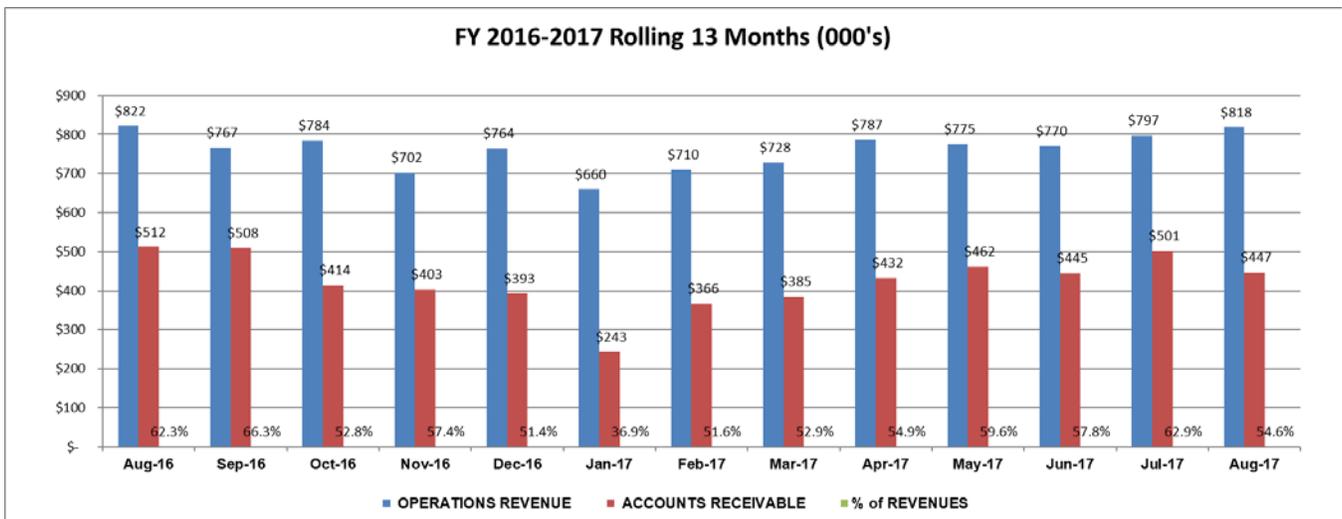


Chart 2 below graphically presents the monthly comparison of operating revenues to accounts receivable.

Typically, the balance of accounts receivable at month-end will align with operating revenues in that month, and be approximately 50% to 60% of revenues. In August 2017, accounts receivables are 54.6% of revenues and the FYTD average is 55.5%.

Chart 2



UNRESTRICTED CASH AND INVESTMENTS: The unrestricted cash and investments balance on August 31, 2017 is \$3.88M and the unrestricted cash and investments balance on July 31, 2017 was \$3.87M, an improvement of \$4.0K. This increase in unrestricted cash and investments resulted from interest on certificate of deposits.

Chart 3 graphically presents the monthly balances of unrestricted cash and investments.

Chart 3

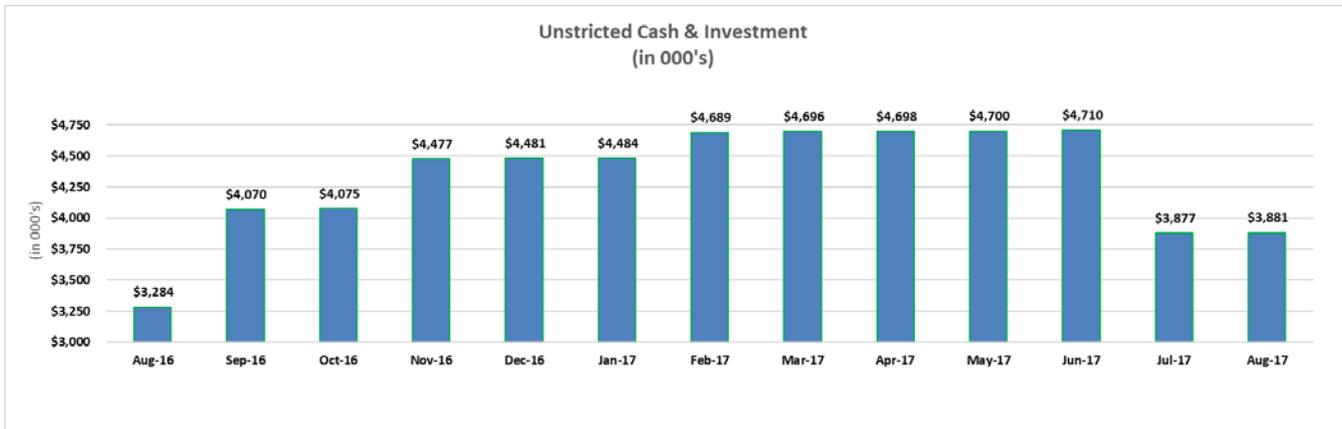
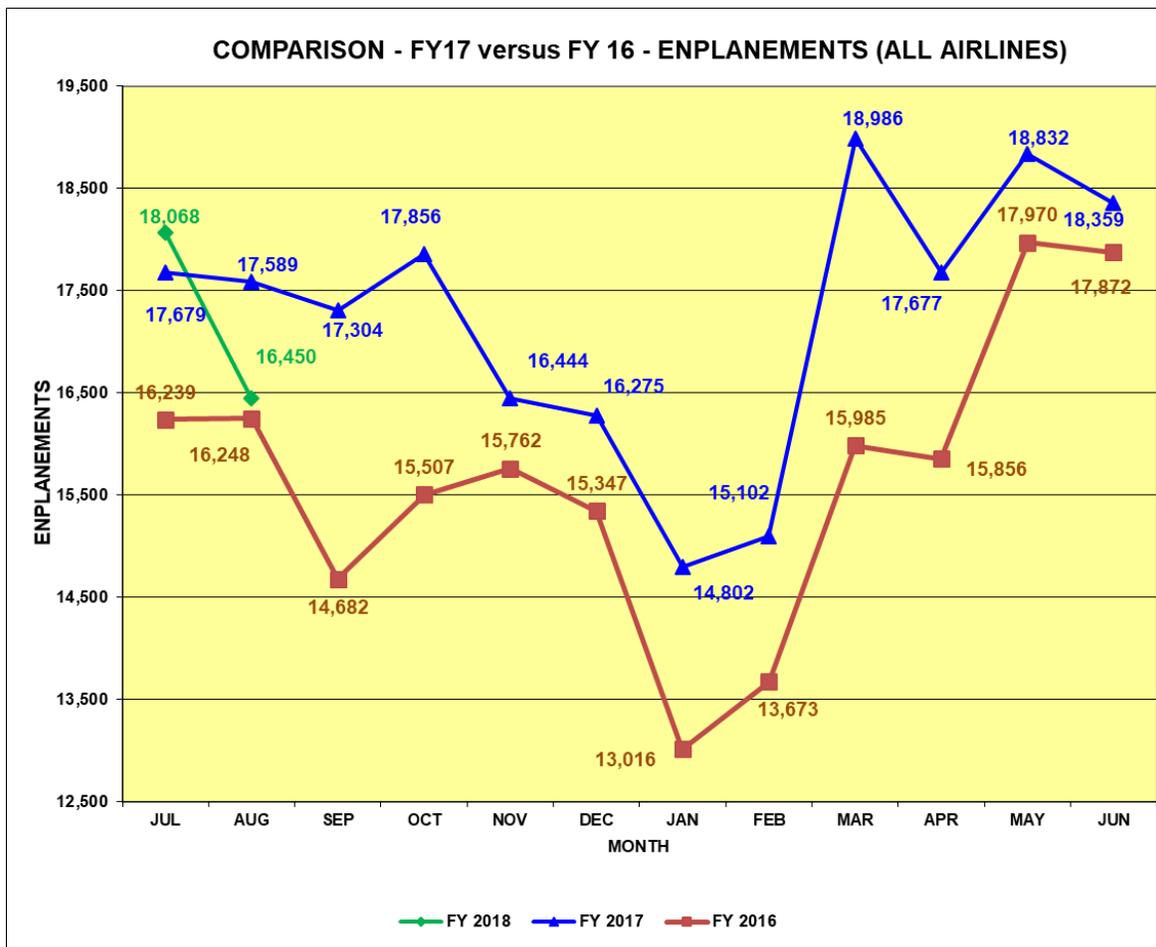


Chart 4 presents a comparison of monthly FY 2016, 2017 and 2018 enplanements, which represents the Airport's business cycle. When compared to July 2017, August 2017 enplanements decreased 9%. When comparing August 2017 to August 2016 enplanements decreased 6.5%. Comparing total enplanements FYTD for 2017 and 2018 the total enplanements are 35,268 and 34,518 respectively.

Chart 4



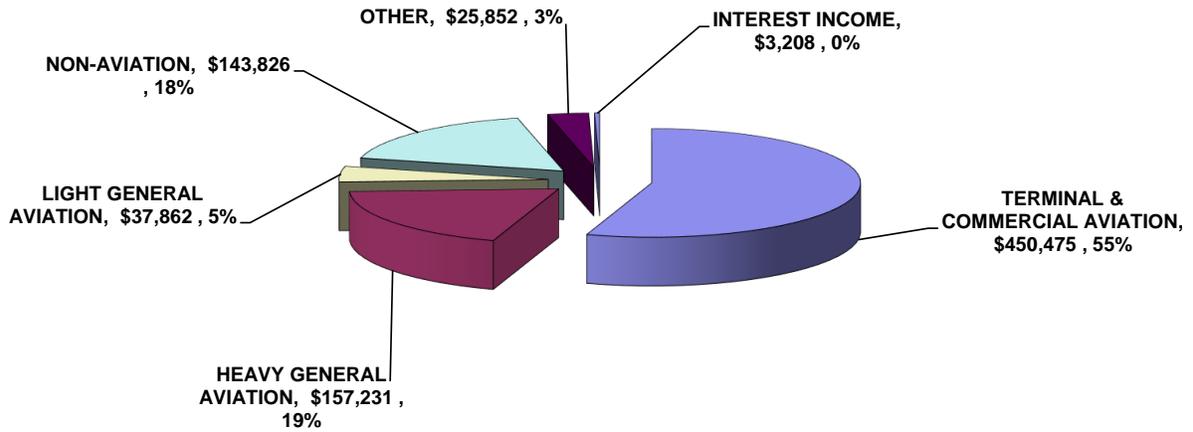
Notes:

Updated Fiscal Year 2017 Financial Audit Schedule

The FY 2017 financial audit will begin on June 26. The current draft audit schedule is as follows:

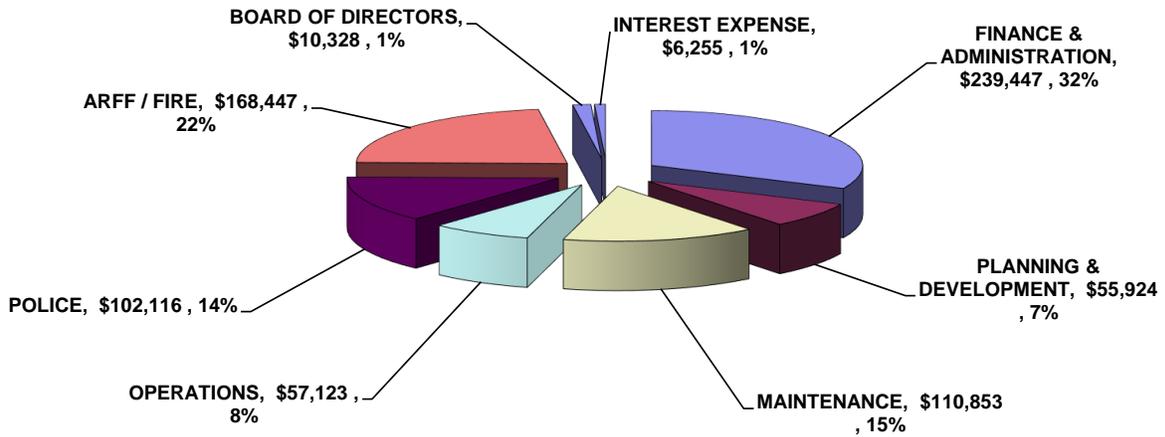
- Interim test work of internal and process controls June 26 to August 11. **-COMPLETE**
- Audit plan presentations to Finance Committee at the August 4, 2017 meeting **-COMPLETE**
- Audit test work begins August 14 **-COMPLETE**
- Draft audited report presented to Finance Committee at the October 9 meeting **-COMPLETE**
- Audited report presented to Board of Director at the November meeting
- File the audited report with Monterey County Controller, California State Controller and FAA beginning October 1, 2017 through January 31, 2018.

AUGUST 2017 OPERATING REVENUE



TOTAL OPERATING REVENUE: \$818,454

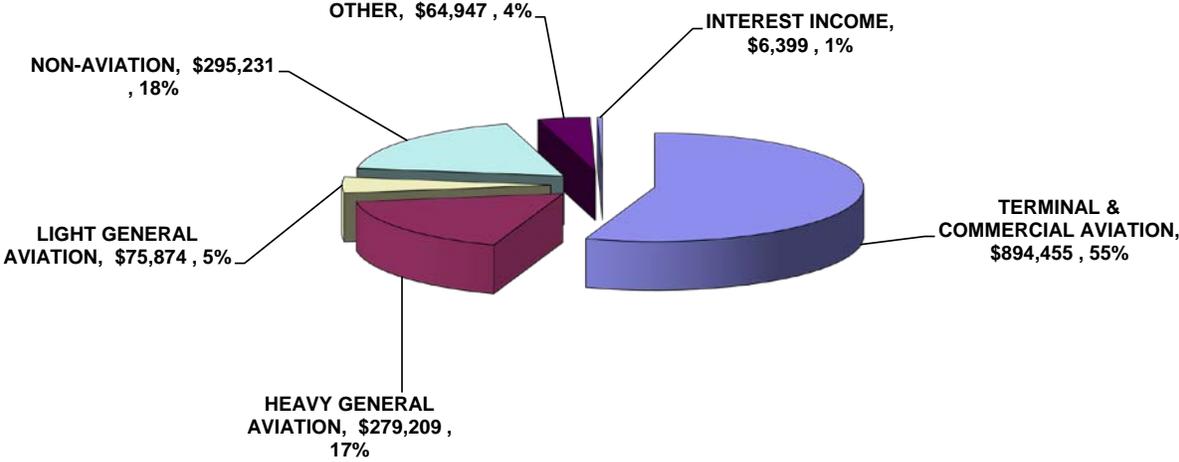
AUGUST 2017 OPERATING EXPENSE



TOTAL OPERATING EXPENSE: \$750,892

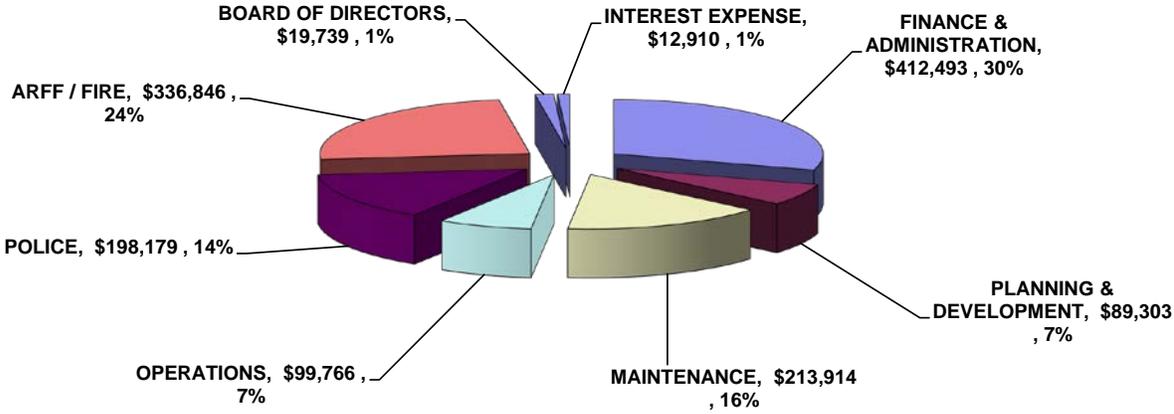
Monterey Peninsula Airport District

FY 2018 (July 17 - August 17) YTD OPERATING REVENUE



TOTAL OPERATING REVENUE: \$1,616,114

FY 2018 (July 17 - August 17) YTD OPERATING EXPENSE



TOTAL OPERATING EXPENSE: \$1,383,150

AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

August 31, 2017

OPERATING STATISTICS	August 17			August-16	YTD FY 18			YTD FY 17
AIRPORT ACTIVITY								
Air Carrier Landings ¹	335	342	-2%	367	727	682	7%	725
Passengers (emp/dep)	33,051			35,461	69,401			70,955
Total Cargo (in pounds)	95,397			93,102	183,127			167,062
AIRCRAFT OPERATIONS								
Commercial	3,771			1,571	7,000			2,805
General Aviation	5,583			11,458	12,003			20,155
Military	546			758	1,345			1,483
TOTAL AIRCRAFT OPERATIONS	9,900			13,787	20,348			24,443
VEHICLE EXIT COUNT								
Upper Short Term (1) Lot	2,124			2,338	4,238			4,610
Long Term (2) Lot	2,047			2,023	4,025			3,987
Lower Short Term (3) Lot	6,750			7,162	13,444			14,399
TOTAL VEHICLE EXIT COUNT	10,921			11,523	21,707			22,996

1 Cancelled Flights: August = (3 - Alaska / 0 - Allegiant / 5 - American / 21 - United); FYTD = 9 (5 - Alaska / 0 - Allegiant / 7 - American / 26 - United)

FINANCIAL INFORMATION	August 17	August 17		August-16	YTD FY 18	YTD FY 18		YTD FY 17
	ACTUAL	BUDGET	%	ACTUAL	ACTUAL	BUDGET	%	ACTUAL
OPERATING REVENUE								
TERMINAL								
CA Landing, Apron & RON Fees	62,599	65,948	-5%	69,510	135,593	131,172	3%	137,506
Rents	144,355	144,185	0%	141,731	288,710	288,370	0%	285,097
TCP Operator Permits	636	650	-2%	933	1,236	1,300	-5%	1,467
Taxi Operator Permits & Trip Fees	7,394	10,451	-29%	10,548	14,825	20,940	-29%	19,629
TNC Permits & Trip Fees	13,359	3,993	235%	7,986	21,948	7,242	203%	14,484
Concessions	15,203	14,859	2%	13,387	30,540	29,298	4%	25,664
Rental Car	141,717	145,487	-3%	153,575	265,795	256,041	4%	272,139
Parking	65,213	71,221	-8%	69,012	135,807	141,015	-4%	136,642
HEAVY GENERAL AVIATION								
GA Landing Fees	50,554	50,562	0%	51,073	82,361	80,026	3%	80,988
FBO Rent	57,780	58,018	0%	57,780	115,560	116,036	0%	115,560
Fuel Fees	48,896	47,060	4%	47,355	81,288	77,307	5%	78,018
LIGHT GENERAL AVIATION								
	37,862	37,993	0%	36,982	75,874	75,986	0%	74,364
NON AVIATION								
	143,826	135,092	6%	137,983	295,231	274,257	8%	279,329
OTHER OPERATING REVENUE								
	25,852	22,280	16%	20,187	64,947	52,710	23%	36,025
INTEREST INCOME								
	3,208	2,915	10%	3,894	6,399	5,940	8%	6,297
TOTAL OPERATING REVENUE	\$ 818,454	\$ 810,714	1.0%	\$ 821,936	\$ 1,616,114	\$ 1,557,640	4%	\$ 1,563,207
OPERATING EXPENSE								
Finance & Administration	239,447	190,609	26%	175,671	412,493	423,100	-3%	337,076
Planning & Development	55,924	38,627	45%	32,081	89,303	78,495	14%	76,931
Maintenance & Custodial Services	110,853	168,990	-34%	106,637	213,914	290,020	-26%	212,408
Airport Operations	57,123	50,692	13%	44,023	99,766	108,081	-8%	88,263
Police Department	102,116	108,989	-6%	109,649	198,179	220,890	-10%	224,731
ARFF /Fire Services	168,447	169,498	-1%	160,401	336,846	338,641	-1%	320,556
Board of Directors	10,328	8,966	15%	7,386	19,739	23,142	-15%	15,438
Interest Expense	6,655	8,649	-23%	7,352	12,910	17,297	-25%	14,703
TOTAL OPERATING EXPENSE	\$ 750,892	\$ 745,020	1%	\$ 643,200	\$ 1,383,150	\$ 1,499,666	-8%	\$ 1,290,106
OPERATING INCOME / (LOSS)	\$ 67,562	\$ 65,694	3%	\$ 178,737	\$ 232,964	\$ 57,973	302%	\$ 273,101
DISTRICT CAPITAL EXPENDITURES								
	\$ 41,537	\$ 791,568	-94.8%	\$ -	\$ 1,903,646	\$ 1,577,836	20.6%	\$ 17,713
DEBT SERVICE - PRINCIPAL ONLY								
	\$ 43,401			\$ 22,667	\$ 69,401			\$ 45,333

MONTEREY PENINSULA AIRPORT DISTRICT

August 31, 2017

VARIANCE ANALYSIS

KEY: MONTHLY VARIANCE > \$2,000

PERIOD:

OPERATING REVENUE

	8/31/2017 VARIANCE Over +/(Under -)	NOTES	FYTD VARIANCE (Over -)/Under +
Commercial Aviation:			
Landing Fees	-1,883	In August United Airlines continued a fifth flight to Los Angeles and exceed budget by approximately \$5.1K. The increase was offset by the loss of Alaska flight to Los Angeles and American's reduction of flights from four to three per day. The Airport's budget includes four United, four American and two Alaska flights per day.	5,243
General Aviation:			
None			
Terminal Leases & Concessions:			
Taxi Operators Permits and Trip Fees	(3,057)	FY 18 Taxi operator fees were budgeted higher with the expected cancellation of Uber service. Uber and Lyft continue to operate and the Airport and Taxi operator fees continue to be effected by Uber.	(6,114)
TNC Permit and Trip Fees	9,366	FY 18 TNC fees were expected to significantly decrease with Uber's planned cancellation of service to the Airport, and Lyft's increase in operations. In August Uber continues to operate at the Airport and Lyft's services are increasing.	14,706
Rental Car Concessions	(3,770)	Rental concessions followed the decrease in enplanements. Enterprise (\$4.9K), National (\$6.1K) both exceeded budget and Avis/Budget(-\$4.7K) and Hertz (-\$12.8K) were below budget.	9,754
Parking Concession	(6,008)	In August parking exit counts decreased by 971 vehicles below budget (10,921 Act vs 11,892 Bud) and parking durations appeared to be on budget. Budgeted revenues per vehicle was \$5.99 and the actual revenue per vehicle was \$5.97.	(5,208)
Heavy General Aviation Tenants:			
Fuel Flowage Fees	1,836	In August Monterey Jet Center exceeded budget by selling an additional 13,114 gallons of Jet A and LL 100 fuel.	3,981
Non-Aviation Tenants:			
Outside Storage	4,125	VAL STROUGH Honda leased space to temporarily store cars while their dealership building is under construction.	9,757

MONTEREY PENINSULA AIRPORT DISTRICT

August 31, 2017

VARIANCE ANALYSIS

KEY: MONTHLY VARIANCE > \$2,000

PERIOD:

Self-Storage Concession	5,496	August MHSS concession payments are over budget due to continued higher occupancy.	12,638
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Other Operating Revenues:

Miscellaneous Other Operating Revenue	1,956	Timing difference in 4850 payments received and recognized from SDRMA workers comp insurer for an officer who is on disability. Payments will continue through October 19, 2017	411
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MONTEREY PENINSULA AIRPORT DISTRICT

August 31, 2017

VARIANCE ANALYSIS

KEY: MONTHLY VARIANCE > \$2,000

PERIOD:

OPERATING EXPENSES

	8/31/2017 VARIANCE (Over -)/Under +	NOTES	FYTD VARIANCE (Over -)/Under +
Finance & Administration:			
Salaries & Wages	3,900	The favorable Salaries and Wages variance resulted from a delay in hiring the Confidential Assistant, etc.	11,601
CalPERS Retirement	2,843	The favorable CalPERS Retirement variance resulted from a delay in hiring the Confidential Assistant, etc.	5,282
LAFCO Expense	15,835	LAFCO fees were budgeted for July but the invoice wasn't issued until August 2017. The actual LAFCO fees is \$15,835.	(195)
Annual Audit / Accounting	(14,011)	There is a timing difference between actual audit fees billed and the budget. Additional audit fees were budgeted for September. The proposed FY17 audit budget is \$43.9K and the FY17 audit expenses year to date are \$38K	(14,011)
Marketing	(6,925)	\$15K Digital Deployment budgeted in July but received in August was offset by Public Relations Unlimited expense timing difference.	12,370
Air Service Development	(19,145)	Mead and Hunt services for August 2017. This expenses was budgeted for October 2017.	(20,704)
Utilities - Electricity	(6,141)	In March 2017 the Airport requested removal of the PG&E's discounted electrical rates (E19) and instead requested a change to the standard undiscounted electrical rate (A6). Once the Solar Array is operational PG&E will use the higher undiscounted rate to calculate the rebate for power provided by the Solar Array. The Airport adjusted its electrical budget to compensate for the new higher rates. The variance in August resulted from even higher than budget electrical rates and usage.	(12,468)
Utilities - Water	(11,198)	The Airport has experienced a 200K to 300K gallon increase in water usage or leaks in its water system. Maintenance has been searching and fixing a variety of small leaks around the airport. The inspections and repairs will continue until the water usage returns to normal.	(4,287)
Planning & Development:			
Salaries & Wages	3,495	An employee took vacation in August which reduced Salaries and Wages expense.	3,007

MONTEREY PENINSULA AIRPORT DISTRICT

August 31, 2017

VARIANCE ANALYSIS

KEY: MONTHLY VARIANCE > \$2,000

PERIOD:

Architect & Engineer	(21,108)	Overage represents unbudgeted expenses for Kimerly-Horn and Associates work on the northside concept project as part of the master plan environmental impact report. Additional expenses are expected.	(14,508)
Computer / LAN & IT	2,303	Approximately \$2000 in software purchases for August did not occur.	2,534.53
Maintenance & Custodial Services:			
Airfield Repair & Maintenance	52,283	Purchase of LED lights for various runway and taxi way projects were delayed due to changes in the Air Field Vault project. Maintenance is reassessing light replacement priorities.	50,741
Terminal Repairs & Maintenance	(2,782)	Repairs to the Airport's break area flooring exceed the available budget for August.	11,715
Rental Space Repair & Maintenance	2,762	Timing difference in projects.	3,226
District Vehicle Repair & Maintenance	3,238	Continued delay in replacing police vehicle tires planned for July.	6,004
Airport Operations:			
Business Travel & Entertainment	(1,988)	Operations Manager attended SWAAAE conference in Orange County. The expense was budgeted in September.	(842)
General Repairs & Maintenance	(7,794)	Expenses incurred to repair gate security cameras, keypad, stand and bollard's damaged by Waste Management (WM) vehicle. A claim has been submitted to the WM insurance company. Reimbursement is expected in September or October.	1,400
Police Department:			
Salaries & Wages	2,254	Continued savings from 1 vacant part-time officer position.	5,317
Overtime (OT) Pay	3,701	Overtime favorable variance resulted from fewer officers taking vacation during July.	6,816
CalPERS Health Insurance	(3,502)	Officer Rice health insurance catch up recognized in August.	(3,242)
ARFF / Fire Services:			
None			
Board of Directors:			
None			

MONTEREY PENINSULA AIRPORT DISTRICT

August 31, 2017

VARIANCE ANALYSIS

KEY: MONTHLY VARIANCE > \$2,000

PERIOD:

Other Income and Expense:

Grants - FAA	164,707	Activities on various AIP projects has increased the requests and receipt of AIP funds.	109,019
Passenger Facility Charges	(79,108)	Slow receipts of PFC payments	(88,952)
Depreciation and Amortization Expense	11,255	Depreciation and Amortization variances resulted from time differences in projects.	5,942

FISCAL YEAR 2018
Airport Capital Improvements / Capital Expenditures
August 31, 2017

Airport Improvement Programs	Actual FY 2018		Prior Fiscal Year		Actual FY 2018		Prior Fiscal Year	
	Current Period		Current Period		Year-To-Date		Year-To-Date	
MPAD Expenditures	41,537.32	44.6%	(4,541.39)	-7.7%	1,903,646.17	90.3%	(4,541.39)	-7.7%
AIP -- FAA Funded Expenditures	47,386.24	50.8%	5,408.00	9.2%	196,318.94	9.3%	5,408.00	9.2%
AIP -- PFC Funded Expenditures	4,312.00	4.6%	57,952.08	98.5%	7,917.75	0.4%	57,952.08	98.5%
Total Capital Improvement Expenditures	93,235.56	100%	58,818.69	100%	2,107,882.86	100%	58,818.69	100%

**

District Capitalized Acquisitions / Expenditures By Department

Finance & Administration	-		-		-		-	
Planning & Development	-		-		-		-	
Maintenance & Custodial Services	-		-		-		-	
Airport Operations	-		-		-		-	
Police	-		-		-		-	
ARFF / Fire	-		-		-		-	
Total Capital Acquisition Expenditures	-	0%	-	0%	0.00	0%	0.00	0%

Consolidated

District Expenditures	41,537.32	44.6%	(4,541.39)	-7.7%	1,903,646.17	90.3%	(4,541.39)	-7.7%
AIP -- FAA Funded Expenditures	47,386.24	50.8%	5,408.00	9.2%	196,318.94	9.3%	5,408.00	9.2%
AIP -- PFC Funded Expenditures	4,312.00	4.6%	57,952.08	98.5%	7,917.75	0.4%	57,952.08	98.5%
Total Capital Expenditures	93,235.56	100%	58,818.69	100%	2,107,882.86	100%	58,818.69	100%

FY 2017/18 District Capital Expenses/Budget:

	Actual PTD	Budget PTD	Actual YTD	Budget YTD
2013-02 Master Plan	-	-	-	-
2015-03 Infield Safety Project	-	-	-	4,000.00
2016-01 NEPA & CEQA	7,860.00	47,232.00	10,929.00	94,464.00
2016-02 Solar Panel Array	7.70	682,686.00	1,933,036.85	1,365,372.00
2017-06 Airfield Electrical Vault Upgrade	604.63	-	(116,084.67)	-
2017-07 FAA Disparity Study	-	-	-	-
2017-09 Security Cameras	32,983.00	-	32,983.00	-
2017-10 Building 514 Roof Repairs	-	-	-	-
2017-12 DB500 Paint Remover	-	-	42,700.00	-
2018-01 RSA Mitigation Year 3	-	-	-	-
2018-02 Infield Safety Area Rehab Phase 1	-	-	-	-
2018-03 Automated Beacon Technology	-	15,000.00	-	20,000.00
2018-04 East End Procedure Development	81.99	15,000.00	81.99	30,000.00
2018-05 Inside Terminal Refresh	-	21,500.00	-	30,500.00
2018-06 Airport Sign Improvements	-	10,150.00	-	13,500.00
2018-07 Boardroom Video Upgrades	-	-	-	20,000.00
2018-08 Vehicle Replacement - Hybrid	-	-	-	-
	<u>41,537.32</u> *	<u>791,568.00</u>	<u>1,903,646.17</u> *	<u>1,577,836.00</u>

MONTEREY PENINSULA AIRPORT DISTRICT
August 31, 2017

	<u>FY 2018 CURRENT-PERIOD ACTUAL</u>	<u>FY 2018 YEAR-TO-DATE ACTUAL</u>
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH		
CASH RECEIVED - OPERATING REVENUE	\$ 815,245	\$ 1,609,715
CASH RECEIVED - INTEREST INCOME	3,208	6,399
CASH RECEIVED	<u>\$ 818,454</u>	<u>\$ 1,616,114</u>
USES OF CASH -- OPERATIONS		
CASH DISBURSED - OPERATING EXPENSE ¹	\$ 744,237	\$ 1,370,240
CASH DISBURSED - DEBT SERVICE (INTEREST EXPENSE) ^{2&3}	5,856	12,111
CASH DISBURSED - DEBT SERVICE (PRINCIPAL REDUCTION) ^{2&3}	43,401	69,401
CASH DISBURSED	<u>\$ 793,494</u>	<u>\$ 1,451,752</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>\$ 24,960</u>	<u>\$ 164,362</u>
USES OF CASH -- CAPITAL PROGRAM		
CASH DISBURSED - DISTRICT CAPITAL PROJECTS ⁴	\$ 41,537	\$ 1,903,646
CASH DISBURSED	<u>\$ 41,537</u>	<u>\$ 1,903,646</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>\$ (41,537)</u>	<u>\$ (1,903,646)</u>
CALIFORNIA ENERGY COMMISSION SOLAR PROJECT LOAN	\$ 633,885	\$ 633,885
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ 617,307</u>	<u>\$ (1,105,399)</u>

¹Net of non-cash operating expense (OPEB)

²Moved to Restricted POB Account/Disbursement occurred in December 2017 & June 2018

³Moved to Restricted CEC Account/Disbursement occurred in November 2017 & May 2018

⁴District-funded capital plan for FY18



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

September 2017

1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 19 incidents during the month as follows (see attached for breakdown of types of incidents):

- MPAD property – 3
- City of Monterey – 15
- Other Cities in Monterey Fire Jurisdiction – 1
- Auto / Mutual Aid – 0

2. Training

Personnel completed a total of 63.0 hours of Airport related training during the month.

Currently the following numbers of personnel are qualified in the ARFF training program:

- Awareness (familiar with operations at the Airport): 80
- Operational (qualified to work at Airport, but no live fire training): 31
- Technician (fully qualified to be the designated ARFF fire engineer): 13

3. Other

- By the end of September, all resources and personnel that we had on mutual aid assignments returned home safely. California's fire season is certainly not over and we anticipate further requests to assist before the end of this month.
- In October we will be conducting a promotional testing process for Engineers (driver/operator) and have a great group of candidates competing for three current vacancies and potential future vacancies.

Monterey Fire Department

Incident Type Report (Summary)

**Alarm Date Between {09/01/2017} And
{09/30/2017} and Station In "16 ", "6 "**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	<u>1</u>	<u>5.00%</u>	<u>\$0</u>	<u>0.00%</u>
	1	5.00%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with injury	1	55.00%	\$0	0.00%
322 Motor vehicle accident with injuries	1	5.00%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	<u>1</u>	<u>5.00%</u>	<u>\$0</u>	<u>0.00%</u>
	13	65.00%	\$0	0.00%
4 Hazardous Condition (No Fire)				
460 Accident, potential accident, Other	1	5.00%	\$0	0.00%
462 Aircraft standby	<u>1</u>	<u>5.00%</u>	<u>\$0</u>	<u>0.00%</u>
	2	10.00%	\$0	0.00%
5 Service Call				
551 Assist police or other governmental agency	1	5.00%	\$0	0.00%
553 Public service	<u>1</u>	<u>5.00%</u>	<u>\$0</u>	<u>0.00%</u>
	2	10.00%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	1	5.00%	\$0	0.00%
622 No Incident found on arrival at dispatch address	<u>1</u>	<u>5.00%</u>	<u>\$0</u>	<u>0.00%</u>
	2	10.00%	\$0	0.00%
Total Incident Count:	20		Total Est Loss:	\$0

TO: Michael La Pier, Executive Director
FROM: Operations Managers Flint / Griggs
DATE: October 1, 2017
SUBJ: Operations Report

The following is a summary of activity of general Airport Operations for September 2017 and planned airline activities for October 2017.

1. Continuation of the Taxi Beacon Implementation Project. Most taxicabs have acquired the necessary equipment and have been counseled on operational parameters for pick-ups and drop-offs.
2. Hosted a quarterly Station Managers Meeting with terminal tenants.
3. Coordination with staff and ATCT on providing bus transportation and other logistics for the Solar Array Big Switch Event.
4. Assisted Monterey Jet Center with event logistics for the Nate Young memorial service.
5. The September 2017 noise comment report is attached.
6. The Operating and Expense Reports for the Taxi and TNC ground transportation systems are attached.
7. The Commercial Flight Cancellations & Delays Report for September 2017 is attached.
8. Attached is the Commercial Flight Schedule for October 2017.
9. Below is the summary of scheduled airline activity for October 2017:

Alaska Air flown by Horizon

- Continuing to operate one daily departure to San Diego
- Scheduled to operate a total of 62 flights (Arrivals and Departures)

Allegiant Air

- Continues service twice a week on Thursdays and Sundays.
- Scheduled to operate a total of 18 flights (Arrivals and Departures)

United flown by SkyWest

- Will continue operating five daily flights to LAX. (Four on Saturdays)
- Two daily SFO departures (one on Saturdays)
- Scheduled to operate a total of 410 flights (Arrivals and Departures)

American Eagle flown by SkyWest/Mesa

- Reduction from four to three daily flights continue through November. Only two operations on Tuesdays and Saturdays
- Scheduled to operate a total of 182 flights (Arrivals and Departures)

Cumulatively speaking, the airlines have scheduled 69 fewer flights (672 vs.741) as compared to last October. This has been attributed to the reduction in PHX service and the elimination of the AS LAX service.

MRY AIRPORT NOISE COMMENT LOG SEPTEMBER 2017

Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Notes	
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT										
1	Lauren Virshup	Pasadera	9/3/2017	11:27 AM, 1:25 PM, 1:33 PM	ASH5979	W	Visual approaches in use. Aircraft appeared to be on thr RNAV Y final	DF	Responded via e-mail	This resident is becoming a frequent reporter and will have multiple complaints entered as a single line on the monthly report.
2	Bob Natonic	Jacks Peak	9/4/2017	2:52 PM	N726DW	Orbiting	Test flight for Reno Air Races	DF	Responded by phone. Left voice message.	
3	Jeff Millington	Jacks Peak	Everyday	Various	Helos	Varies	Helicopter noise making it hard to sleep during day.	DF	Responded via e-mail. Explained Big Sur helo ops.	
4	Rolf Langland	Del Rey Oaks	9/5/2017	5:45 - 7:00 PM	N18C	Pattern	Aerodynamic Aviation Cessnas are pattern flying 5-min loops over Del Rey Oaks, exceeding the guidelines of no more than four TnGs in a two-hour period. They continue to this on an everyday basis.	DF	Responded by e-mail. Aircraft observed to fly four circuits did not belong to Aerodynamic Aviation.	
5	Beetle Cam	Fisherman / Deer Flats	9/7/2017	1:40 PM & Various	Helos	Varies	Too much helicopter noise. This area should not see this amount of activity	KG	Responded via e-mail. Explained Big Sur helo ops.	
6	Steve Kayser	Pasadera	9/7/2017	8:14 PM	SE or ME Prop	Arriving 28L	Aircraft way too low	KG	ATCT reports no unusual activity from last night	
7	Eric Fisher	Del Rey Oaks	9/13/2017	12:42 AM	SKW5021	ILS RWY 10R	Late arrival	DF	Explained curfew is voluntary. Nature of delayed flights	
8	Paul Minik	NPS	Over the last few years	Various	In General	Unknown	Over the last few years, aircraft are passing lower above NPS in much greater frequency.	KG	No changes observed. Potential observation of aircraft departing under the previous MRY one and two departure routings associated with NextGen which was rescinded this past Spring	E-mail came back undeliverable. Let voicemail.
9	Greg Smith	Pacific Grove	9/10 - 9/14	All Day	In General	Runway heading departures off 28L	The map shows aircraft are not suppose to fly over the peninsula	KG	Explained ATCT discretion. Map was an effort to curb VFR straight out departures.	
10	Cathleen Wright	Pacific Grove	42996	12:08 AM	SKW5021 SKW5850	ILS RWY 10R	Late arrivals, SFO & LAX	DF	Explained curfew is voluntary. Nature of delayed flights	
11	Kevin Grose	Jacks Peak	9/20/2017	11:13 AM	Helos		Low Flying Helicopters	DF	Provided post Ranch helo ops info	
12	Jesse Scott	Fisherman Flats	9/20/2017	12:35 PM	Helos		Low Flying Helicopters	DF	Provided helo ops data	
13	Jolinda Thallman	Monterey	9/23/2017	Unknown	F-18's	W	Low and loud, scared her child	DF	Explained visiting F-18's and Salinas Airshow	
14	Jim Cullem	Skyline park	9/24/2017	6:48 PM	Multiple	W	Straight Out Departures	DF	Left Voice Message	

15	Rolf Langland	Del Rey Oaks	9/24/2017	11-12:15 PM	Unknown	Pattern	Repeated pattern abuse	DF	Unable to identify aircraft in question	
16	Donna Mandelstam	Monterey	9/26/2017	1:48 PM	F-22's	Pattern	Inquired about the fighter jet activity	DF	Explained hosting of F-22's for Salinas Airshow	
17	Barbara Lovero	Pasadera	Multiple	Numerous	Numerous	W	Loud, low, late	DF	Frequent Submitter	
18	Don Heikottert	CONA	9/29 & 9/30/2017	4 PM	F-22	Pattern	Outrageous military noise	KG	9/29 Response: Returning from SNS, the F-22 performed two right hand turn air brakes	See below for 9/30 response.
19	C Huguin	Del Rey Oaks	9/30/2017	3:30 - 3:45 PM	F-22	Overhead	Loud aircraft, must be military	KG	The F-22 declared an emergency and circled MRY at about an altitude of 2000 feet is burn off fuel.	The F-22 made approximately eight overhead turns before landing safely.

AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT

0	**NONE**									
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AIR OPERATIONS OF UNKNOWN ORIGIN

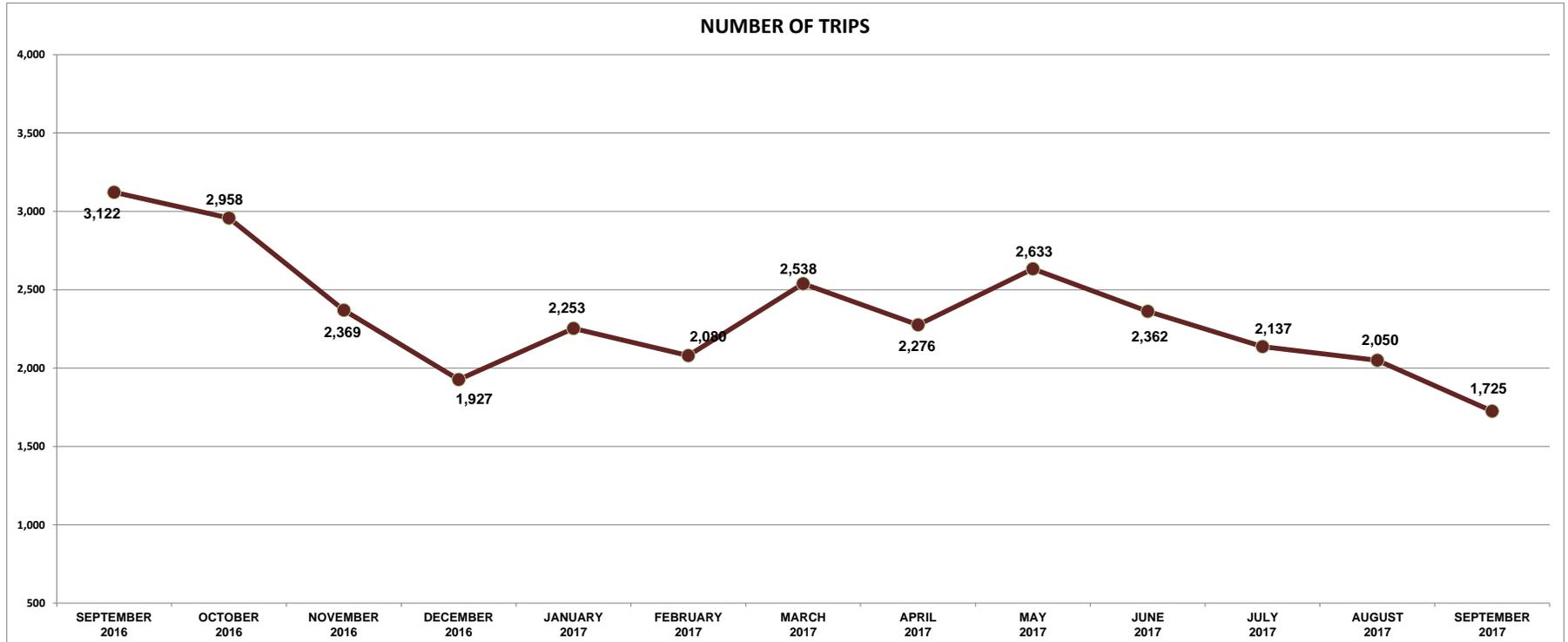
0	**NONE**									
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MONTHLY TOTALS and COMPARISONS

	Sep-17	Sep-16	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	19	8	138%		0
Number of Operations:	10,716	8,062	33%		
			% Change		
Annual Total	162	120	35%	0	0

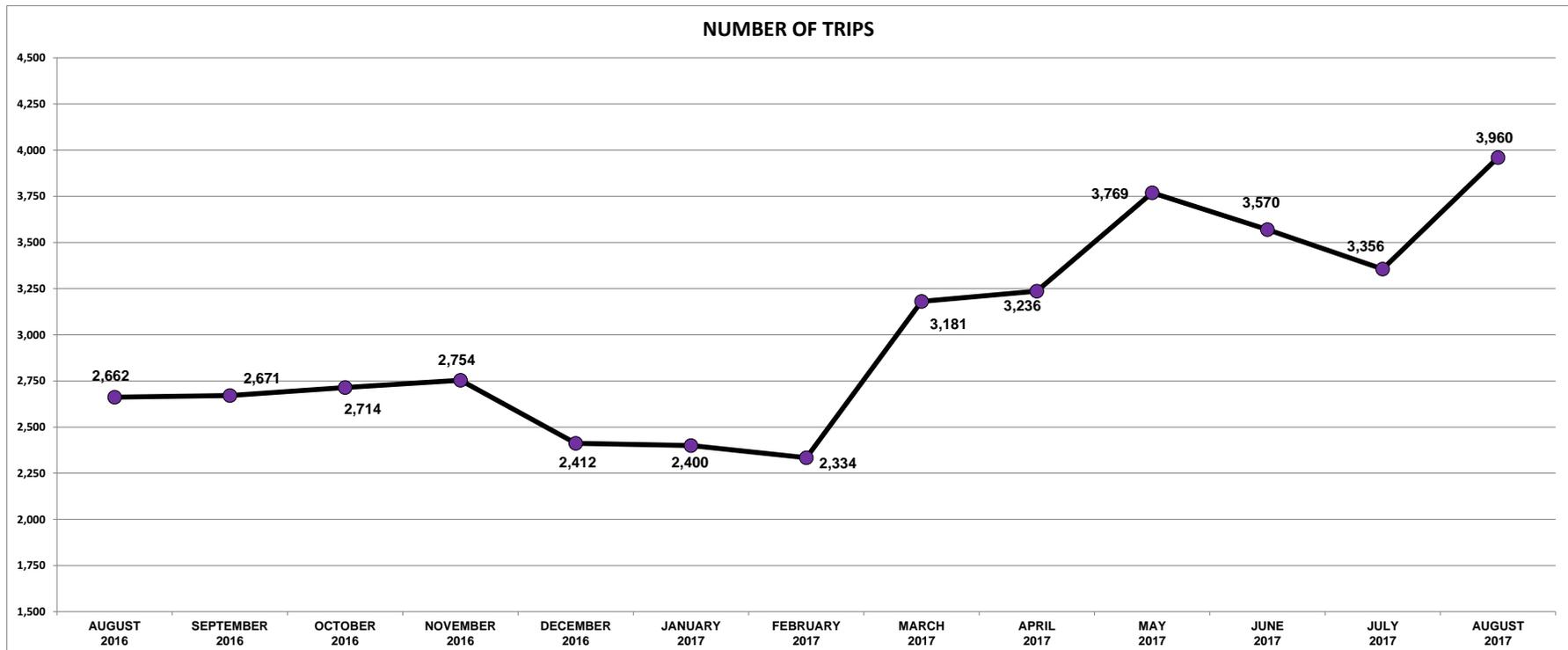
13-MONTH ROLLING COMPARISON

Taxis



	2016 SEPTEMBER	2016 OCTOBER	2016 NOVEMBER	2016 DECEMBER	2017 JANUARY	2017 FEBRUARY	2017 MARCH	2017 APRIL	2017 MAY	2017 JUNE	2017 JULY	2017 AUGUST	2017 SEPTEMBER
NUMBER OF TRIPS	3,122	2,958	2,369	1,927	2,253	2,080	2,538	2,276	2,633	2,362	2,137	2,050	1,725
NUMBER OF MEDALLIONS	79	82	84	85	88	88	88	88	89	47	63	64	64
TAXI TRIP FEES	\$ 8,472	\$ 7,635	\$ 7,752	\$ 7,581	\$ 7,548	\$ 9,366	\$ 8,874	\$ 7,107	\$ 5,781	\$ 6,240	\$ 6,828	\$ 6,411	\$ 5,175
TAXI MEDALLION FEES	\$ 2,104	\$ 2,104	\$ 2,104	\$ 19,500	\$ 750	\$ 250	\$ 750	\$ 500	\$ 250	\$ -	\$ 11,750	\$ 4,000	\$ -
TAXI - TOTAL REVENUE	<u>\$ 10,576</u>	<u>\$ 9,739</u>	<u>\$ 9,856</u>	<u>\$ 27,081</u>	<u>\$ 8,298</u>	<u>\$ 9,616</u>	<u>\$ 9,624</u>	<u>\$ 7,607</u>	<u>\$ 6,031</u>	<u>\$ 6,240</u>	<u>\$ 18,578</u>	<u>\$ 10,411</u>	<u>\$ 5,175</u>
CURB MGMT CONTRACT	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 11,055	\$ 11,055	\$ 11,055	\$ 11,055	\$ 11,055	\$ 11,055	\$ 11,055
EQUIPMENT DEPRECIATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SOFTWARE LICENSE / HOSTING	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,245	\$ 2,250	\$ 2,250	\$ 2,250
BEACON LICENSING													
TAXI - TOTAL EXPENSE	<u>\$ 13,142</u>	<u>\$ 13,142</u>	<u>\$ 13,142</u>	<u>\$ 13,142</u>	<u>\$ 13,142</u>	<u>\$ 13,142</u>	<u>\$ 13,300</u>	<u>\$ 13,300</u>	<u>\$ 13,300</u>	<u>\$ 13,300</u>	<u>\$ 13,305</u>	<u>\$ 13,305</u>	<u>\$ 13,305</u>
OPERATING INCOME / (LOSS)	\$ (2,566)	\$ (3,403)	\$ (3,286)	\$ 13,939	\$ (4,844)	\$ (3,526)	\$ (3,676)	\$ (5,693)	\$ (7,269)	\$ (7,060)	\$ 5,273	\$ (2,894)	\$ (8,130)
FYTD 2018 (July 2017 - June 2018) OPERATING INCOME / (LOSS)													\$ (5,750)
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)													\$ (30,567)

Transportation Network Companies (TNCs)



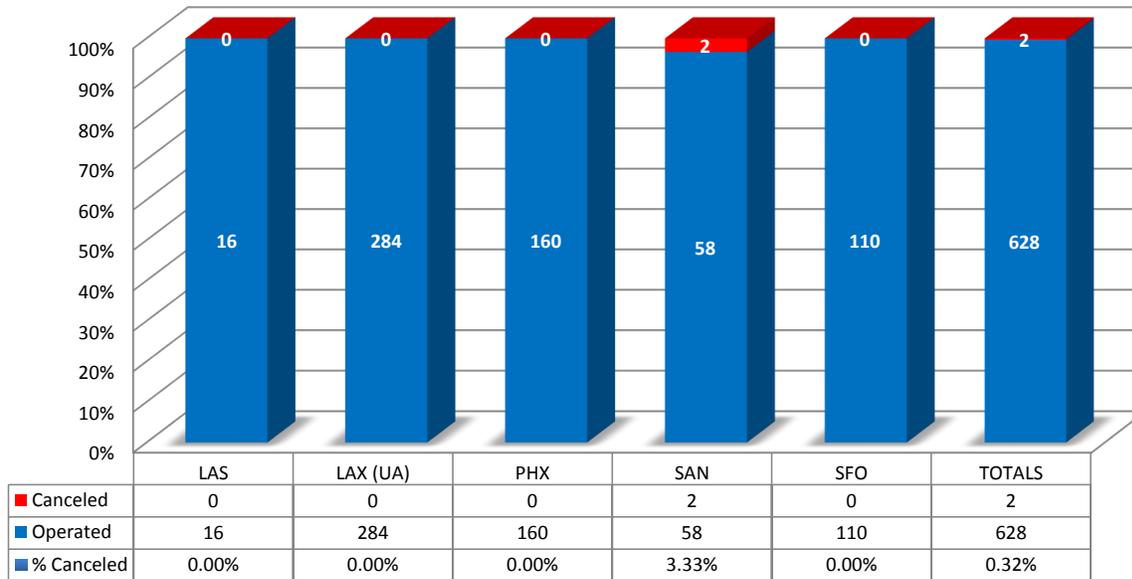
	2016 AUGUST	2016 SEPTEMBER	2016 OCTOBER	2016 NOVEMBER	2016 DECEMBER	2017 JANUARY	2017 FEBRUARY	2017 MARCH	2017 APRIL	2017 MAY	2017 JUNE	2017 JULY	2017 AUGUST
NUMBER OF TRIPS	2,662	2,671	2,714	2,754	2,412	2,400	2,334	3,181	3,236	3,769	3,570	3,356	3,960
NUMBER OF TNCs	1	1	1	1	1	1	1	2	2	2	2	2	2
TNC TRIP FEES	\$ 5,925	\$ 5,538	\$ 6,498	\$ 7,986	\$ 8,013	\$ 8,142	\$ 8,262	\$ 7,236	\$ 9,543	\$ 11,307	\$ 10,710	\$ 10,068	\$ 11,880
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	\$ 5,925	\$ 5,538	\$ 6,498	\$ 7,986	\$ 8,013	\$ 8,142	\$ 8,262	\$ 7,236	\$ 9,543	\$ 11,307	\$ 10,710	\$ 10,068	\$ 11,880

Cumulative 12-Month Operating Income: \$ 105,183

Fiscal Year To Date (July 2017 - June 2018) Operating Income: \$ 21,948

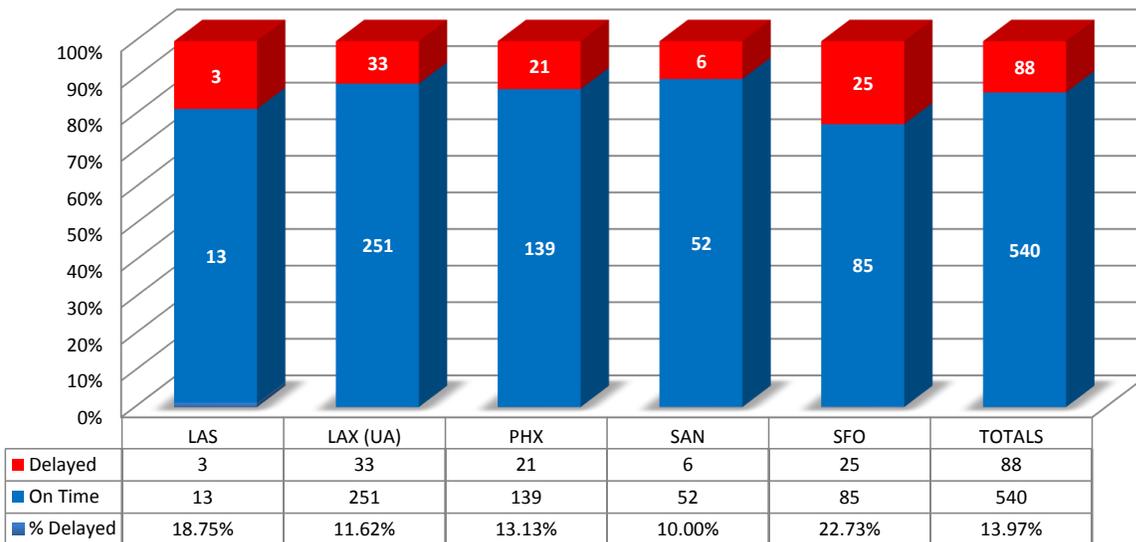
SEPTEMBER 2017

September Commercial Flights Operated vs. Canceled



TOTAL CANCELATIONS: 2

September Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 88

Monterey Regional Airport

October 2017 Flight Schedule

ARRIVALS					DEPARTURES						
FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD		
CRJ200 (50)	LAX	 UNITED	5018	9:00 AM	DAILY	LAX	 UNITED	5052	5:55 AM	DAILY	CRJ200 (50)
CRJ900 (76)	PHX	 American Airlines	5979	12:00 PM	DAILY	PHX	 American Airlines	5760	6:05 AM	DAILY	CRJ900 (76)
CRJ200 (50)	LAX	 UNITED	5166	1:00 PM	DAILY	SFO	 UNITED	5316	6:40 AM	DAILY	CRJ200 (50)
CRJ200 (50)	SFO	 UNITED	5201	1:45 PM	DAILY EXC SAT & 31st	SAN	 Alaska	2437	7:54 AM	DAILY	Q400 (76)
MD80 (166)	LAS	 allegiant air	540	1:55 PM	THURSDAYS SUNDAYS	LAX	 UNITED	5053	9:35 AM	DAILY	CRJ200 (50)
CRJ900 (76)	PHX	 American Airlines	6002	3:35 PM	DAILY	PHX	 American Airlines	5979	12:30 PM	DAILY	CRJ900 (76)
CRJ200 (50)	LAX	 UNITED	5037	4:40 PM	DAILY EXC SAT	LAX	 UNITED	5139	1:30 PM	DAILY	CRJ200 (50)
Q400 (76)	SAN	 Alaska	2436	7:57 PM	DAILY	LAS	 allegiant air	541	1:55 PM	THURSDAYS SUNDAYS	MD80 (166)
CRJ200 (50)	LAX	 UNITED	5023	8:05 PM	DAILY (until Oct. 28th)	SFO	 UNITED	5984	2:15 PM	DAILY EXC SAT & 31st	CRJ200 (50)
CRJ900 (76)	PHX	 American Airlines	5721 / 5798	10:00 PM	DAILY EXC Oct. 3rd & 31st	PHX	 American Airlines	6002	4:15 PM	DAILY EXC Oct. 3rd & 31st	CRJ900 (76)
CRJ200 (50)	LAX	 UNITED	5850	11:30 PM	DAILY	LAX	 UNITED	5054	5:10 PM	DAILY EXC SAT	CRJ200 (50)
CRJ200 (50)	SFO	 UNITED	5021	11:45 PM	DAILY	LAX	 UNITED	5126	8:35 PM	DAILY (until Oct. 28th)	CRJ200 (50)

*Flight Schedule is general information and subject to change. Schedules are updated monthly and can change daily. Please contact your airline for further information.

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Senior Planning Manager
DATE: October 1, 2017
SUBJ: Planning & Environmental Monthly Project Report

Attached is the current monthly Project Report for the Planning Department with the following highlights for September 2017:

- The Safety Enhancement Project for Taxiway “A” Relocation and Associated Building Relocations (proposed project)
 - Staff continues to work with the consultants gathering data and information as preparation of the draft Environmental reports for both the CEQA and NEPA documents continue.
 - The five-year Airport Capital Improvement Program (ACIP) has been developed and is on this Board Agenda for approval.
 - A multi-year Passenger Facility Charge (PFC) application is being prepared according to the ACIP.

- The Solar Array Project
 - PG&E is scheduled to complete the interconnection by mid-October.

- Airfield Lighting and Vault Upgrades Project
 - A preliminary Notice to Proceed has been provided to KOBO Utility Construction Corp. As there is a long lead time on electrical components, this NTP will allow for the approval of the product submittals and ordering of the materials.
 - Once the materials are confirmed, an installation schedule will be completed by KOBO. It is anticipated that the construction will begin after January 1, 2018 and be completed by end of April 2018.

- Conduct Disparity Report
 - A grant agreement to cover the administrative fees to complete a DBE Report in the amount of \$54,670.00 was received and executed on September 13, 2017.
 - Staff has had discussions with PTAC and begun to gather the data needed for the evaluation.

- Procedure Development
 - With the assistance of LEAN we have successfully submitted the MRY procedure change requests for RWY 10R & 28L into the Instrument Flight Procedure (IFP) FAA Gateway.
 - FAA has electronically confirmed receipt of the submission. FAA will compile the submissions and present them for review on the at the October 12th, 2017 FAA Regional Airspace and Procedures Team (RAPT) meeting.
 - At the RAPT meeting, FAA stakeholders will have the chance to discuss the submission and a chart date will be proposed. LEAN will assist FAA Western Flight Procedure Team with the design work after the chart date has been published.

- Runway 10L-28R Overlay and PAPI installation:
 - Currently, the 30-year-old runway pavement has longitudinal joint cracking along the centerline and along construction joints. These cracks are widening and producing increased Foreign Object Debris (FOD). The current project is included in the ACIP for 2018. This improvement will provide an overlay asphalt concrete (AC) onto the surface of Runway 28R-10L and install Precision Approach Path Indicators (PAPI) and possibly the installation of Runway End Indicator Lights (REILs). These improvements will increase the existing safety conditions for pilots using MRY.
 - To be eligible for a 2018 Grant, a Categorical Exclusion (CATEX) request was submitted to the FAA on September 19, 2017 for this project and approved on September 25, 2017.
 - A Notice of Exemption was filed with the Monterey County Clerk on September 20, 2017 and will be posted for 30-days.

FUNDING			EXPENDITURES				STATUS				
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2018 Expenditures to Date	Cumulative 09/30/2017	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
ACTIVE FEDERALLY-FUNDED PROJECTS:											
1	2013-02	59	13-18-C-00-MRY	\$1,180,000	\$1,177,274	\$0	\$0	100%	AIRPORT MASTER PLAN	The Initial Study for CEQA compliance has been completed. Airport has filed a pre-application with the FAA for funding of a NEPA Environmental Assessment in FY 16.	The FAA closed out the grant on 1/13/2017. The District portion will remain open until CEQA is completed.
2	2015-03	62	16-21-C-00-MRY	\$335,000	\$235,009	\$437	\$235,446	65%	AIRPORT INFIELD SAFETY AREA REHABILITATION- Part A	The NEPA Environmental Assessment (EA) is underway.	Initial administrative draft assessment is under FAA review.
3	2016-01	64	16-21-C-00-MRY	\$1,783,654	\$859,442	\$35,122	\$894,564	50%	NEPA/PROPOSED SAFETY ENHANCEMENT PROJECTS	BOD approved contract with Coffman Associates Inc., on 7/13/16. Grant agreement from the FAA for NEPA review was executed on 9/21/16. NTP was issued.	Preliminary traffic/biological/engineering analysis and engineering continues. A five-year ACIP has been prepared for Board approval and submission to the FAA.
4	2016-01	64	N/A	\$756,346	\$194,363	\$3,070	\$197,433	50%	CEQA PROPOSED MASTER PLAN AND SAFETY ENHANCEMENT PROJECTS	BOD approved contract with Coffman Associates Inc., on 7/13/16. Grant agreement from the FAA for NEPA review was executed on 9/21/16. NTP was issued.	A schedule has been developed. Work towards the traffic/biological/engineering analysis for the CEQA documents continues.
5	2017-06	66	TBD	\$2,013,000	\$128,712	\$122,495	\$251,207	15%	REPLACEMENT AIRFIELD ELECTRICAL VAULT	Grant Agreement was executed on July 24, 2017. Kobo Utility Construction contract was executed on August 16, 2017. A pre-construction meeting was held September 27, 2017 and a schedule was provided at that meeting.	A preliminary Notice to Proceed has been provided to KOBO Utility Construction Corp so that the product submittals can be approved and ordered. Once the materials are confirmed, an installation schedule will be provided. It is anticipated that the construction will begin after January 1, 2018 and be completed by end of April 2018.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2018 Expenditures to Date	Cumulative 09/30/2017	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
6	2017-06	65	TBD	\$54,670	\$705	\$0	\$705	5%	CONDUCT DISPARITY REPORT	FAA approved the use of PTAC and staff to conduct a Disparity Report.	A grant agreement was executed on September 13, 2017. The anticipated costs to conduct the report are \$54,670. Staff has begun to gather data to provide to PTAC for analysis.
7	2018-01	NA	14-09-C-00-MRY	\$75,000	\$0	\$320	\$320	7%	RSA MITIGATION YEAR 3	As the USFW approved Biologist, a contract with SWCA was executed.	SWCA has conducted the monthly restoration and maintenance activities.
OUTSIDE FUNDED PROJECTS:											
8	N/A	N/A	N/A	\$115,361	\$106,636	\$4,027	\$110,663	n/a	FWSS MITIGATION LAND RESTORATION	Preparation and planting is complete at the on- and off-airport sites.	Monitoring will continue through the end of calendar year 2017.
ACTIVE DISTRICT-FUNDED PROJECTS:											
9	2016-02	N/A	N/A	\$3,000,000	\$688,793	\$1,933,037	\$2,621,830	99%	EVALUATION AND INSTALLATION OF SOLAR ARRAY	OpTerra Energy Services contract was approved at the March 2017 meeting. CEC loan approval was provided at March 10, 2017 CEC Board meeting. Construction was completed on 7/30/17.	Waiting on PG&E for interconnection which is scheduled for early October with a completion date of mid October.
10	2018-03	N/A	N/A	\$30,000	\$0	\$15,500	\$15,500	99%	AUTOMATED BEACON TECHNOLOGY		Installation was completed on September 25, 2017. The system is set to go live on October 1, 2017.
11	2018-04	N/A	N/A	\$70,000	\$0	\$724	\$724	10%	EAST END PROCEDURE DEVELOPMENT	A meeting was held with FAA flight procedures on August 24, 2017. A contract with LEAN Engineering is anticipated to be brought to the Board soon.	With the assistance of LEAN we have successfully submitted the MRY Instrument Flight Procedure (IFP) requests for RWY 10R & 28L to the FAA Gateway. RAPT meeting will be held on 10/12/17.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2018 Expenditures to Date	Cumulative 09/30/2017	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
12	2018-05	N/A	N/A	\$70,500	\$0	\$28,490	\$28,490	25%	INSIDE TERMINAL REFRESH	A deposit has been placed for the air conditioning units for the restaurant area.	Charging counters behind the TSA walkway are being evaluated. Air conditioning for the restaurant will be installed in October.
13	2018-06	N/A	N/A	\$20,000	\$0	\$15,797	\$15,797	25%	AIRPORT SIGN IMPROVEMENTS	Initial meeting and walk through will occur in August 2017 to evaluate locations.	Design was approved by the Executive Director. Two new large signs have been ordered. The first at the corner of Garden Rd. and Olmstead and the second at the corner of Garden Rd. and Skypark Drive.
14	2018-07	N/A	N/A	\$20,000	\$0	\$0	\$0		BOARD ROOM VIDEO UPGRADES		ON HOLD - NOT PLANNED AT THIS TIME
15	2018-08	N/A	N/A	\$45,000	\$0	\$0	\$0		VEHICLE REPLACEMENT		ON HOLD - NOT PLANNED AT THIS TIME

AGENDA ITEM: H
DATE: September 29, 2017

TO: Michael La Pier, Executive Director
FROM: Police Chief Jeff Hoyne
DATE: September 29, 2017
SUBJECT: Police Activity Report for September 2017

The following is a summary of significant activity in the Police Department in September 2017:

Highlights

- MRY PD responded to **166 door and gate alarms** through September 28.
- Officers worked a total of **12.5 hours of overtime** in September.
- MRY PD Officers responded to seven outside agency assists in September which consisted of the following:
 - 9/8 @ 0115 hrs. Officer covered 9Z1 on a vehicle check and assisted on a pedestrian check by Seaside PD in the Safeway parking lot. No enforcement action taken.
 - 9/9 @ 0045 hrs. Officer assisted Del Rey Oaks on a medical call at 999 Portola Road. No enforcement action taken.
 - 9/9 @ 2245 hrs. Officer responded to a report of a possible DUI on east bound Hwy. 68 near Olmsted Road. Report of DUI vehicle rear-ending another vehicle at high rate of speed. Unable to locate vehicles or accident.
 - 9/13 @ 1940 hrs. Officer assisted Del Rey Oaks with locating a vehicle vs. deer accident site.
 - 9/19 @ 1201 hrs. A suspect was detained at Wells Fargo Hwy 68 branch. Placed under arrest for a variety of charges.
 - 9/20 @ 0830 hrs. Officer responded to a report of a suspicious person in Del Rey Oaks. Subject found and FI'd. Requested to move along.
 - 9/23 @ 0159 hrs. Officer provided cover to 911, who was dispatched to a possible DUI at 7/11. Driver had a suspended license; vehicle was towed.

Training

- All officers completed September DTBs
- Chief Hoyne attended Strategic and Succession Planning training course.
- The bi-annual staff meeting was held on September 16 with all officers in attendance. During the meeting officers received an overview of the new taxi system which uses Beacon technology to track taxis.
- All officers completed taser training.

Calls for Service

1. 9/3 @ 1455 hrs. Gate P-8 left open. Strike violation issued to a ground crew employee.
2. 9/11 @ 0900 hrs. TSA turned over a rifle bolt that was found during x-ray. Item was placed in evidence for safe keeping as a courtesy to the passenger.

3. 9/13 @ 0730 hrs. Officer responded to a TSA report of a passenger with a prohibited item. Passenger found with switch blade knife. Item confiscated.
4. 9/13 @ 2030 hrs. Off-duty officer stopped a vehicle for almost causing a head-on collision on Highway 68. Driver had two outstanding warrants.
5. 9/14 @ 1445 hrs. A spill of less than five gallons occurred when a private jet was being topped off at Del Monte Aviation. Fire Dept. provided containment and clean-up.
6. 9/16 @ 1530 hrs. Officer conducted FI on two subjects after report of a heated argument in the terminal.
7. 9/18 @ 1130 hrs. Hangar tenant reported damage to his airplane. Information report taken.
8. 9/21 @ 1000 hrs. Officer responded to a report of a stolen U-Haul from Airport Self Storage. Vehicle was stolen from the return area with keys in the vehicle. BOL issued for the vehicle.
9. 9/23 @ 1800 hrs. Officer responded to a report of two thefts from work trucks on North Road. Suspect later taken into custody by Gonzales PD.
10. 9/24 @ 1200 hrs. Officer dispatched to a report of an extremely intoxicated subject at Gate #2. Subject was with his wife. The couple was rebooked on a later flight.
11. 9/26 @ 0930 hrs. Officer dispatched to a report of a vehicle stolen from California Towing. Suspect identified and has yet to be located. Vehicle entered into system.
12. 9/27 @ 1320 hrs. An experimental propeller plane stalled out at Taxiway B and K. Aircraft was towed to Del Monte ramp. No damage to aircraft or runway.
13. 9/28 @ 0315 hrs. Officer dispatched to "move along" some tenants at Sky Park Drive. Drove by property and observed one tenant moving property into a white van and another sitting in a white SUV. No blatant criminal activity observed.
14. 9/28 @ 2015 hrs. A Fly Away Café employee reported to TSA that a woman left without paying her tab. Unable to locate female curbside or in the boarding area.
15. 9/28 @ 2145 hrs. A female passenger onboard the delayed Allegiant flight requested to be escorted off the plane due to bad thoughts about the now fixed aircraft, delaying it further. Flight departed after 2200 hrs.