

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ADMINISTRATIVE ASSISTANT
AND
APTOS/LA SELVA FIRE PROTECTION DISTRICT

This Memorandum of Understanding is made and entered into at Aptos, California, this 26th day of April 2016 by and between the Administrative Assistant and the APTOS/LA SELVA FIRE PROTECTION DISTRICT. All references regarding Aptos/La Selva Fire Protection District Administrative Assistant will hereby be referred to as "Member". All references to the Aptos/La Selva Fire Protection District will be referred to as "District".

ARTICLE I. POSITION

Pursuant to the provisions of applicable state law, the position of Administrative Assistant is hereby recognized as a "non-safety employee".

ARTICLE II. PURPOSE AND UNDERSTANDING

The purpose of this Memorandum of Understanding is to promote and provide harmonious relations, cooperation and understanding between the Member and the District.

This Agreement sets forth the understanding of the parties regarding the matters covered herein. Existing matters and benefits provided by ordinance, practice, policy, regulation or rules of the District or provided in this Agreement shall be continued without change during the term of this Agreement.

Unless specifically modified by the terms of this Agreement, the District's Personnel Rules, Policies and Procedures, as set forth in the current District Personnel Policies shall apply to the Member subject to this Agreement. To the extent there is a conflict between specific provisions of this Agreement and other District Rules, Policies and Procedures addressing a subject covered by this Agreement, the terms of this Agreement shall govern.

ARTICLE III. DISTRICT RIGHTS

Except as expressly limited by this Agreement, and as thereafter amended or modified, it is understood and agreed by the Member that the District retains all of its powers to direct, manage and control the affairs of the District to the full extent of the law. Included in, but not limited to, those duties and powers is the District's right to determine its organization; direct the work of Member; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish District policies, goals and objectives; maintain the efficiency of District operations; acquire District property; build, move or modify District facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and contract out work. In addition, the District retains the right to increase, decrease or reassign the work force; hire, promote, demote; discharge or discipline for cause; or reclassify special work requirements.

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ARTICLE IV. COMPENSATION

SECTION 1. BASE SALARY ADJUSTMENT

- a) Effective January 1, 2016, The District agrees to pay the Member for services rendered pursuant to a monthly base salary of \$4,369.00 (a 1.5% increase) payable pursuant to Section 5 herein.

- b) Effective January 1, 2017, The District agrees to pay the Member for services rendered pursuant to a monthly base salary of \$4,435.00 (a 1.5% increase) payable pursuant to Section 4 herein.

- c) The District and Member shall meet once annually to discuss the performance of Member with reference to goals and objectives established by the Director of Business Services, as well as potential salary step grade increases. Accomplishment of such goals and objectives by Member shall be a factor in the determination of any base salary increase. Said meetings shall occur within 30 days after the annual anniversary date of the term of the MOU.

SECTION 2. MEMBER GROUP INSURANCE

a. **MEDICAL, DENTAL AND VISION**

- 1. Continue membership in the PERS Medical Insurance Program.

Adopt a medical contribution per active Member and per retiree in accordance with the minimums as specified in Government Code Section 22892 with the balance of the District contribution going into a qualified cafeteria plan for active Members.

- 2. Under the cafeteria plan Members may select any PERS Medical Insurance Plan, the Ameritas-Incentive Plan and Vision Care for themselves and eligible members of their families. The District agrees to provide a contribution toward medical, dental and vision according to the following schedule which will become effective the first of the month following the signing of this contract:

The District shall pay a monthly contribution toward Member medical insurance equal to the PERS Choice PPO monthly premium cost for the level of Member participation (Member only, Member and 1 dependent, or Member and 2+ dependents). Members selecting a more costly medical insurance plan shall pay the excess premium cost. Members selecting a less costly plan shall not receive the excess contribution.

- 3. A Member whose spouse is currently covered under PERS Health Plan is not allowed by PERS to maintain a separate medical insurance policy with PERS (dual coverage). Such Members may waive participation in the District's health plan, and retain dependent coverage under the spouse. In addition, other Members with outside medical insurance may opt out of the employer offered

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medical plan. In either event, such Members shall receive a payment equal to the then current single employee PERS Choice PPO monthly premium cost per month to be used towards flex options offered under the Flex Benefit Program.

4. The District shall provide and pay the full monthly insurance premium for the Ameritas Dental and Vision Plan throughout the term of this MOU.

b. POST RETIREMENT LONGEVITY BENEFIT

In 2004 the District and the Members met and agreed upon how to provide a more responsive post retirement longevity benefit. It is understood by both parties that the program below will transition a prior plan design to a new plan design over time to accomplish that.

The District established the ICMA Retirement Health Savings Plan (RHS) in March 2005. All plan design features of the RHS have been negotiated and are mandatory as described in this section. Employer-level administrative fees or maintenance charges for the RHS will be paid by the District.

For Members hired before March 31, 2005 the District will contribute three hundred and fifty dollars (\$350.00) per month into the Member's RHS upon retirement, provided the retirement is for service (or service connected disability) and the retiring Member has a minimum of fifteen (15) years with the District. This contribution shall terminate on the retiree's 65th birthday or death whichever comes first. Members shall make a mandatory ten dollar (\$10.00) monthly contribution into their RHS and the District shall match that contribution equally each month. The District matching contribution to the RHS shall vest to the Member only in the event that the Member meets the fifteen (15) year service requirement and retires from the District for service (or service connected disability).

In addition, all Members (those hired before or after March 31, 2005), upon service or disability related retirement, shall have all terminal sick leave and vacation leave payoff funds contributed directly into the Member's RHS. Any other form of separation from employment will result in terminal sick and vacation leave payoffs being made directly to the terminating employee.

Member, new Member, and retiree participation in the RHS is mandatory in order to receive any Post Retirement Longevity Benefit. All mandatory contributions to the RHS described herein shall be made on the first business day of the month or as close to that as is practical. In the event that Member or new Member mandatory RHS contributions are not made for any reason the District is relieved of its obligation to make RHS contributions. RHS deposits, withdrawals, and related income tax consequences are governed by the Internal Revenue Code and Internal Revenue Service and both the District and all Members understand this.

- c. The District will pay one hundred percent (100%) of the premium for group life insurance for member for coverage in the amount of fifty thousand dollars (\$50,000.00).

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- d. The California State Firefighters' Association Group Long Term Disability Insurance Partial Self Funded 60 Day Wait program administered by Myers-Stevens will be provided as an option available for Member purchase under the Flex Benefit Program.

SECTION 3. RETIREMENT

- a. The District will pay one hundred percent (100%) of Member's contribution for PERS. This contribution is to be credited to the Member's individual account as per Section 20615 of the Public Employees' Retirement Law.
- b. Member is under a "3% at 60" contract, effective July 1, 2006, and in addition to the basic benefits, the following benefits are included:

One-Year Final Compensation
Credit for Unused Sick Leave
Reporting the Value of EPMC

SECTION 4. PAY PERIODS

The annual base pay amount shall be divided by 26 and the resulting amount shall be paid on a regular biweekly basis, plus earned overtime.

SECTION 5. WORK SCHEDULE

Member's normal work day is working between 0800 and 1700 hours Monday through Friday.

Member shall be entitled to a one hour lunch period between 1200 and 1300 hours during which time no work may be required of member. Member shall also be entitled to two 15 minute breaks, the first beginning between 0945 and 1015, and the second break beginning between 1445 and 1545 hours.

SECTION 6. OVERTIME

All authorized overtime, that time worked in any one pay period in excess of the normal work hours, shall be compensated at time and one-half (1-1/2) with a minimum of thirty (30) minutes pay for each period of work. Additional time will be paid in one-half (1/2) hour increments. Overtime worked shall not be compensated unless approval has been granted by the Director of Business Services or Fire Chief prior to the time the overtime is worked.

ARTICLE V. PERFORMANCE REPORTS

SECTION 1. POLICY

It is the policy of the District that regular reports be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is declared to be the responsibility of the Director of Business Services that these evaluations of Member be made.

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SECTION 2. PROCEDURE

- a. Evaluations will be prepared for Member within thirty (30) days past the Member's annual anniversary date.
- b. Written reports shall be prepared for Member for a salary increase in accordance with District Personnel Policies. Copies of the reports shall be furnished to Member.

SECTION 3. REVIEW

Each performance report shall be reviewed with Member as a tool for improving performance. Member shall sign the report to acknowledge this review and is entitled to submit a signed statement, to be attached, if he/she does not concur with the contents of said report.

SECTION 4. DISTRIBUTION

Reports shall be prepared in two (2) copies. After review by the appointing authority, one copy (1) shall be retained for file, one (1) copy shall be returned to Member.

ARTICLE VI. LEAVES

SECTION 1. HOLIDAYS

- a. Member shall earn holiday leave currently approved: Thirteen (13) eight (8) hour days per year designated as follows:

New Year's Day	Thanksgiving
Martin Luther King's Day	Friday following Thanksgiving
President's Day	Last working day before Christmas
Memorial Day	Christmas
Independence Day	New Year's Eve
Labor Day	Floating Holiday
Veteran's Day	

- 1) All requests to take Floating Holiday Time off shall be submitted to the Business Manager with a minimum of twenty-four (24) hours in advance
- 2) Once a Floating Holiday has been granted, it may not be rescinded without the Member's approval.

SECTION 2. VACATIONS

- a. Member shall earn and accrue vacation time as follows:
 - 1) After completion of the eleventh (11th) year, Member will be given one (1) additional vacation day for each additional year of service, to a maximum of thirty (30) days after twenty (20) years of service with the District.

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- 2) Member shall be permitted to carryover or accrue vacation to the maximum established below after which no further hours will be earned or accrued:

1 to 5 yrs. of service	-	240 hrs.
6 to 11 yrs. of service	-	336 hrs.
Over 11 yrs. of service	-	480 hrs.

Maximum accrual excludes those days accrued in the current calendar year.

b. Full-Time Members

- 1) A Member in continuous full-time service of the District who terminates employment and has earned vacation time shall be paid for such time on the effective date of such termination. When separation is caused by death of Member, payment shall be made to the estate of such member.
- 2) A Member incurring a serious injury or illness which requires Member to be hospitalized or confined while on paid vacation leave may have those days changed to sick leave with pay and vacation days restored accordingly, provided Member has sufficient sick leave accrued and the period of hospitalization and/or confinement is certified by a physician's written statement.
- 3) A Member may sell back forty (40) hours of accrued vacation leave at the then current base rate of pay each calendar year.

SECTION 3. SICK LEAVE

a. Full Time Employees

- 1) Sick leave is that amount of time allocated by the District each calendar year from January 1st through December 31st.
- 2) Member shall be entitled to sick leave as follows:

<u>Monthly</u>	<u>Annual Accrual</u>	<u>Max. Accrual</u>
16 hrs.	192 hrs.	1600 hrs.

Maximum accrual excludes those days accrued in the current calendar year.

- 3) Sick leave shall not be considered as a right which Member may use at his/her own discretion, but shall be allowed only in case of necessity and actual personal sickness or disability.
- 4) Member is entitled to sick leave with pay for:
 - a) Any bona fide illness or injury.

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- b) Quarantine due to exposure to contagious disease.
- c) Any treatment or examination including, but not limited to, medical, dental, eye, or psychiatric.

Member shall not be entitled to sick leave with pay while on a District granted Leave of Absence without pay.

5) Notification and Verification

- a) Advance Notice Requirement. In order for sick leave to be granted, Member who, because of illness or injury, is unable to report to work, shall notify his/her immediate Supervisor in accordance with District regulations or policies. Failure to notify without good reason will result in an unauthorized leave of absence without pay. The determination in this regard shall be made by the Fire Chief.
- b) Where the length of absence due to injury or illness is not known at the outset, it shall be the responsibility of Member to remain in contact with the Administration Office of the District.
- c) Verification.
 - 1) If Member is absent from duty due to injury, he/she shall present a physician's release to the Director of Business Services upon return to work.
 - 2) In the case of illness, Member may be required to file a physician's certificate with the Director of Business Services, stating that:
 - (a) Member's absence for three or more consecutive workdays which is due to illness; or
 - (b) Whenever the Director of Business Services reasonably believes that cause exists to request such verification.
- d) The Director of Business Services may require a medical examination before allowing Member to return to work. Such examination shall be performed by a physician selected by the District, and shall be at the District's expense, and the physician report shall state only that Member is or is not capable of returning to duty.

b. Pay for Sick Leave

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- 1) At the end of each calendar year, one-half (1/2) of the accumulated sick leave, in excess of 1600 hours, shall be paid at Member's regular hourly rate of pay.

Payoff of accumulated sick leave upon termination, except for discharge for cause (for which payoff shall be forfeited) will be limited to a maximum accrual of 800 hours, plus the current year's accumulation. One-half (1/2) of the accrued hours, plus one-half (1/2) of the current year's accumulation, shall be paid at Member's regular hourly rate of pay.

Upon retirement, any accumulated sick pay not compensated for, may be applied as service credit as provided by Public Employees' Retirement Law, Section 20862.8.

- 2) If Member retires on a service or disability pension he/she shall have the option of:
 - a) Being paid for his/her unused sick leave. This shall apply to one-half (1/2) of the maximum accrual of 800 hours accumulation plus one-half (1/2) of the current calendar year accumulation. This shall be paid at Member's current regular hourly rate of pay; or
 - b) Taking his/her unused sick leave as paid leave to increase the time credit for pension purposes.

This shall apply to one-half (1/2) of the maximum accrual of 800 hours accumulation plus one-half (1/2) of the current calendar year accumulation. Vacation, sick leave, and holiday hours or any other benefits will not accrue while exercising this option.

- 3) If Member is discharged for cause, he/she shall forfeit all right to any payment for accumulated sick leave.
- 4) If Member resigns, he/she shall not qualify for payment of any accumulated sick leave.
- 5) The survivor(s) of Member will be paid for Member's accumulated sick leave, not to exceed that amount entitled Member upon retirement.

SECTION 4. PERSONAL LEAVE

Full-Time Permanent Employees

- a. Personal Leave is leave necessary for reasons other than injury or illness directly to Member.

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- b. Personal Leave will be charged against any time Member has accrued, such as sick leave and vacation time, as approved by the Director of Business Services.
- c. Member shall be entitled to Personal Leave as follows:
 - 1) Not more than twelve (12) days of leave each calendar year in case Member's presence is required elsewhere because of sickness, disability or childbirth of a member of his/her immediate family as defined in the District Personnel Policies. Proof of need must be approved by Director of Business Services or designee prior to leave.
 - 2) Member may be granted one (1) day personal leave to attend the funeral of a relative (not defined as immediate family) at the discretion of the Director of Business Services.
 - 3) If Member is required to appear before a court (for other than subpoenas due to actions as a District employee or jury duty) he/she will receive the necessary time as paid personal leave, providing:
 - a) Member notifies his/her superior in advance, with adequate time remaining so that a relief may be obtained, and
 - b) Member returns to duty immediately after being released.
- d. Member shall not be entitled to personal leave with pay while on a District granted Leave of Absence.

SECTION 5. BEREAVEMENT LEAVE

In the event of a death in Member's immediate family, Member shall be granted five (5) working days paid bereavement leave.

SECTION 6. MILITARY LEAVE

Military leave shall be provided in accordance with Federal and State Law.

SECTION 7. JURY DUTY

Jury Duty benefits will be provided in accordance with current District policies.

ARTICLE VII. TERM OF AGREEMENT

SECTION 1. DURATION AND EXISTING BENEFITS

This Agreement shall become effective on January 1, 2016 and shall remain in effect through December 31, 2018.

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SECTION 2. SAVINGS CLAUSE

In the event any portion of this Agreement is declared null and void by a court of competent jurisdiction, the remaining portions of the Agreement shall continue in full force and effect, and the parties shall immediately commence negotiations to ensure that the superseded portion(s) are rewritten to conform as nearly as possible to the original intent.


SECTION 3. AMENDMENTS CLAUSE

Amendments to this contract on non-economic, non-substantive issues which are agreeable to both sides and do not require negotiations, may be accomplished with the use of addendum which shall be dated, signed and attached to this M.O.U.

SECTION 4. STATUS CLAUSE


Except as otherwise expressly modified by this Agreement, Member's terms and conditions of employment shall remain as established in the current DISTRICT Personnel Policies.

APTOS/LA SELVA FIRE PROTECTION DISTRICT:



Vincent Hurley, President of the Board Apr 26, 2016 Date

ADMINISTRATIVE ASSISTANT:



Sarah Melton, Administrative Assistant 4/26/16 Date