

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DIRECTOR OF BUSINESS SERVICES
AND
APTOS/LA SELVA FIRE PROTECTION DISTRICT**

This Memorandum of Understanding (MOU) is made and entered into at Aptos, California, this 12th day of November, 2015, by and between the DIRECTOR BUSINESS SERVICES and the APTOS/LA SELVA FIRE PROTECTION DISTRICT. All references regarding Aptos/La Selva Fire Protection District Director of Business Services will hereby be referred to as "Member". All references to the Aptos/La Selva Fire Protection District will be referred to as "District". The term of this Agreement is for two (2) years – July 1, 2015 through June 30, 2017.

ARTICLE I. POSITION

Pursuant to the provisions of applicable state law, the position of Director Business Services is hereby recognized as an "overtime exempt, non-safety, and confidential 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 its employees; 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. The District has the sole absolute right to assign or reassign District equipment including motor vehicles, to or from employees during, after, or before hours of duty without consultation of meeting and conferring with the affected employee bargaining unit.

ARTICLE IV. **COMPENSATION**

SECTION 1. **SALARY ADMINISTRATION**

- a) Effective July 1, 2015, the District agrees to pay the Member for services rendered pursuant to an annual base salary of \$110,000.00 (one hundred ten thousand dollars) payable pursuant to Section 5 herein.
- b) Effective July 1, 2016 the District agrees to pay member for services rendered pursuant to an annual base salary of \$126,300.00 (one hundred twenty six thousand three hundred dollars) payable pursuant to Section 5 herein.
- c) The District and the Member shall meet annually to discuss the performance of the Member with reference to goals and objectives established by the Fire Chief, as well as potential base salary increases. Accomplishment of such goals and objectives by the Member shall be a factor in the determination of any base salary increase. Said meeting shall occur within 30 days of June 30 of each year.

SECTION 2. **MEMBER GROUP INSURANCE**

a. **MEDICAL, DENTAL AND VISION**

- 1. **Membership in the PERS Medical Insurance Program.**

The District will 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 less costly of either the PERS Choice PPO or the PERS Blue Shield HMO monthly premium costs 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 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

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.

Members hired after March 31, 2005 shall participate in a new separate Post Retirement Longevity Benefit. The new Member shall receive a District contribution into their RHS in the amount of thirty-five dollars (\$35.00) per month for each month of their employment. The new Member shall make a mandatory monthly contribution equal to one-half of the District monthly contribution. The District contribution to the RHS shall vest to the new Member only in the event that the new Member retires from the District for service or service connected disability.

In addition, all Members, 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).

d. Long Term Disability

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

Member shall be enrolled and participate in the PERS Local Miscellaneous 2% at 62 Plan. Both the Member and the District shall each contribute 6.25% of reportable compensation, or the then current Member and Employer rates as set by PERS.

SECTION 4. LONGEVITY

Member to receive a 2.5% salary increase after ten (10) years of service.

SECTION 5. PAY PERIODS

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

SECTION 6. FLEXIBLE WORK SCHEDULE

Member's normal workday is working between 0800 and 1700 hours Monday through Friday. When it is deemed to be to the benefit of the District and does not conflict with District operational needs, a member's immediate supervisor may approve temporary rearrangement of a member's work schedule for a particular day.

SECTION 7. CONTINUING EDUCATION

In the interest of developing the Member's knowledge, skills, and abilities related to job responsibilities, the District will from time-to-time provide education and training opportunities and assignments to the Member. Such education and training opportunities and assignments shall be approved in advance by the Fire Chief and will be reimbursable to the Member under applicable District expense reimbursement policy.

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 Fire Chief that these evaluations be made.

SECTION 2. PROCEDURE

- a. Pre-evaluations will be prepared for Member within thirty (30) days past the beginning of Member's 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 the Member.

SECTION 3. REVIEW

Each performance report shall be reviewed with the Member as a tool for improving performance. The Member shall sign the report to acknowledge this review and is entitled to submit a signed statement, to be attached, if member 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 the Member.

ARTICLE VI. LEAVES

SECTION 1. HOLIDAYS

- a. Member shall earn holiday leave currently approved: Thirteen 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 Fire Chief 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

No vacation or vacation pay is allowed for temporary employees.

a. Member shall earn and accrue vacation time as follows:

- 1) From time of appointment as probationary employee until completion of the fifth year, member shall earn ten (10) hours per month (15 working days per year).
- 2) For the sixth (6th) through the eleventh (11th) years of employment, at the rate of fourteen (14) hours of vacation per month (21 working days per year).
- 3) After completion of the eleventh (11th) year, a 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.
- 4) 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 fiscal year.

b. Full-Time Member

- 1) Any full-time 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 a member, payment shall be made to the estate of such member.
- 2) Any member incurring a serious injury or illness which requires the 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 the member has sufficient sick leave accrued and the period of hospitalization and/or confinement is certified by a physician's written statement.

SECTION 3. SICK LEAVE

a. Full Time Employees

- 1) Sick leave is that amount of time allocated by the District each fiscal year from July 1st through June 30th.
- 2) Member shall be entitled to sick leave as follows:

MOU 2015
Director Business Services

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

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

- 3) Sick leave shall not be considered as a right which a member may use at own discretion, but shall be allowed only in case of necessity and actual personal sickness or disability.
- 4) A member is entitled to sick leave with pay for:
 - a) Any bona fide illness or injury.
 - b) Quarantine due to exposure to contagious disease.
 - c) Any treatment or examination including, but not limited to, medical, dental, eye, or psychiatric.
 - d) As required by law

No member shall 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, a member who, because of illness or injury, is unable to report to work shall notify her/his 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 the member to remain in contact with the Administration Office of the District.
 - c) Verification.
 - 1) Member absent from duty due to injury shall present a physician's release to the Fire Chief upon return to work.
 - 2) In the case of illness, the member may be required to file a physician's certificate or a personal affidavit with the Fire Chief, stating the cause of absence in the case of:

- (a) Member absence for three or more consecutive workdays which is due to illness;
- (b) Whenever the Fire Chief reasonably believes that cause exists to request such verification.
- (c) The Fire Chief may require a medical examination before allowing a 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.

b. Pay for Sick Leave

- 1) At the end of each fiscal year, one-half (1/2) of the accumulated sick leave, in excess of 1600 hours (200 days), shall be paid at the 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 (100 days), 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 the 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) Member retiring on a service or disability pension shall have the option of:
 - a) Being paid for their 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 fiscal year accumulation. This shall be paid at the member's current regular hourly rate of pay; **or**
 - b) Taking their 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 fiscal year accumulation. Vacation, sick leave, and holiday hours or any other benefits will not accrue while exercising this option.

- 3) A member discharged for cause shall forfeit all right to any payment for accumulated sick leave.

- 4) A member resigning shall not qualify for payment of any accumulated sick leave.
- 5) The survivor(s) of any member will be paid for that member's accumulated sick leave, not to exceed that amount entitled the member upon retirement.

SECTION 4. PERSONAL LEAVE

- a. Personal Leave is leave necessary for reasons other than injury or illness directly to the member.
- b. Personal leave will be charged against any time the member has accrued, such as sick leave and vacation time, as approved by the Fire Chief.
- c. Member shall be entitled to Personal Leave as follows:
 - 1) Not more than twelve (12) days of leave each fiscal year in case a member's presence is required elsewhere because of sickness, disability or childbirth of a member of her/his immediate family as defined in the District Personnel Policies. Proof of need must be approved by Fire Chief or designee prior to leave.
 - 2) A 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 Fire Chief.
 - 3) A member required to appear before a court (for other than subpoenas due to actions as a District employee or jury duty) will receive the necessary time as paid personal leave, providing:
 - a) Member notifies her/his superior in advance, with adequate time remaining so that a relief may be obtained.
 - b) The member must return to duty immediately after being released.
- d. No member shall 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 the member's immediate family, the 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.

SECTION 8. EXECUTIVE LEAVE

The Member shall be credited with forty-eight (48) hours of Executive Leave annually at the beginning of each fiscal year. Executive Leave shall be taken in the fiscal year granted. It shall not be accumulated or carried over to a succeeding year. There shall be no payoff for unused Executive Leave.

ARTICLE VII. TERM OF AGREEMENT

SECTION 1. DURATION AND EXISTING BENEFITS

This Agreement shall become effective on July 1, 2015, and shall remain in effect through June 30, 2017.

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.

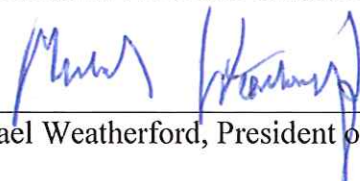
SECTION 3. AMENDMENTS CLAUSE

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 MOU.

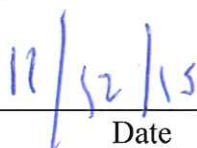
SECTION 4. STATUS CLAUSE

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

APTOS/LA SELVA FIRE PROTECTION DISTRICT:



Michael Weatherford, President of the Board



Date

DIRECTOR BUSINESS SERVICES:



Tracy New, Director Business Services



Date

