

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
EMS CHIEF
AND
APTOS/LA SELVA FIRE PROTECTION DISTRICT**

This Memorandum of Understanding (MOU) is made and entered into at Aptos, California, this 12th October, 2017 by and between the Emergency Medical Services (EMS) CHIEF and the APTOS/LA SELVA FIRE PROTECTION DISTRICT. All references regarding Aptos/La Selva Fire Protection District EMS Chief will hereby be referred to as "Employee". 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 EMS Chief is hereby recognized as an "overtime exempt, 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 Employee and the District; to provide an orderly and equitable means of resolving differences which may arise under this Memorandum, and to set forth the agreements of the parties reached as a result of meeting and conferring in good faith.

This Agreement sets forth the understanding of the parties regarding the matters covered herein, and any or all prior or existing memoranda of understanding are hereby superseded.

Unless specifically modified by the terms of this Agreement, the District's Personnel Rules, Policies and Procedures, as set forth in District Resolution 2-10 shall apply to the Employee. 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 Employee 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 employee.

ARTICLE IV. **COMPENSATION**

SECTION 1. **SALARY ADMINISTRATION**

- a) The District agrees to pay the Employee for his services rendered pursuant to an annual base salary of \$134, 811 (2.5% increase) retroactive to January 14, 2017, payable pursuant to Section 5 herein.
- b) The District and the Employee shall meet annually to discuss the performance of the Employee 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 Employee 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.
- c) Effective January 1, 2018, a 2.5% increase in base salary.

SECTION 2. **EMPLOYEE GROUP INSURANCE**

a. **MEDICAL, DENTAL AND VISION**

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

Adopt a medical contribution per active Employee 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 employees.

- 2. Under the cafeteria plan Employees 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 Employee medical insurance equal to the PERS Choice PPO monthly premium costs for the level of Employee participation (Employee only, Employee and 1 dependent, or Employee and 2+ dependents). Employees selecting a more costly medical insurance plan shall pay

the excess premium cost. Employees selecting a less costly plan shall not receive the excess contribution.

3. An Employee 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 Employees may waive participation in the District's health plan, and retain dependent coverage under the spouse. In addition, other Employees with outside medical insurance may opt out of the employer offered medical plan. In either event, such Employees 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 dental and vision plan throughout the term of this MOU.
5. Health premium contribution upon retirement. For one full month following the month of an Employee's retirement, the District will provide the same monthly contribution toward health plan premiums that the employee received during the final month of employment with the District.

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.

Employees hired after March 31, 2005 shall participate in a Post Retirement Longevity Benefit program. The new Employee 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 Employee 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 Employee only in the event that the new Employee retires from the District for service or service connected disability.

In addition, all Employees, upon service or disability related retirement, shall have all terminal sick leave and vacation leave payoff funds contributed directly into the Employee'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.

Employee 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 Employee or new Employee 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 Employees understand this.

- c. The District will pay one hundred percent (100%) of the premium for group life insurance for employee 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 Employee purchase under the Flex Benefit Program.

SECTION 3. RETIREMENT

- a. Employer Paid Member Contribution (EPMC). The District will pay one hundred percent (100%) of the Employee's contribution for PERS. This contribution is to be credited to the Employee's individual account as per Section 20615 of the Public Employees' Retirement Law.
- b. Miscellaneous personnel are under a "3% at 60" contract, effective January 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 Employer Paid Member Contribution (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.

SECTION 5. FLEXIBLE WORK SCHEDULE

Employee's normal workday is working between 0800 and 1800 hours Monday through Thursday. When it is deemed to be to the benefit of the District and does not conflict with District operational needs, the Fire Chief may approve temporary rearrangement of the employee's work schedule for a particular day.

SECTION 6. CONTINUING EDUCATION

In the interest of developing the Employee'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 Employee. Such education and training opportunities and assignments

shall be approved in advance by the Fire Chief and will be reimbursable to the Employee 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 Employee within thirty (30) days past the beginning of Employee's hire date.
- b. Written reports shall be prepared for Employee for a salary increase in accordance with District Personnel Policies. Copies of the reports shall be furnished to the Employee.

SECTION 3. **REVIEW**

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

ARTICLE VI. **LEAVES**

SECTION 1. **HOLIDAYS**

- a. Employee shall earn holiday leave currently approved: Thirteen days per year designated as follows:

New Year's Day
Martin Luther King's Day
President's Day

Thanksgiving
Friday following Thanksgiving
Last working day before Christmas

Memorial Day
Independence Day
Labor Day
Veteran's Day

Christmas
New Year's Eve
Floating Holiday

- 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. This notice may be waived with approval of the Fire Chief.
- 2) Once a Floating Holiday has been granted, it may not be rescinded without the employee's approval.
- 3) If a holiday falls on a day that is assigned as a scheduled day off the holiday leave may be used during the remainder of the calendar year subject to the advance approval of the Fire Chief.

SECTION 2. VACATIONS

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

- 1) From time of appointment as a full-time permanent employee until completion of the fifth year, employee 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, an employee 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) Employee 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	-	368 hrs.

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

b. Full-Time Employee

- 1) Any full-time employee 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 an employee, payment shall be made to the estate of such employee.

- 2) Any employee incurring a serious injury or illness which requires the employee 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 employee 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 calendar year from January 1st through December 31st.

2. All Employees shall be entitled to sick leave as follows:

Employees shall accrue sick leave at the rate of sixteen (16) hours per month (192 hours per year), with a maximum accumulation of 1600 hours. 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 the Employees base hourly rate of pay.

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

3. Sick leave shall not be considered as a right which an Employee may use at their discretion, but shall be allowed only in case of necessity or as required by law.
4. An Employee is entitled to sick leave with pay who are unable to work because of their own illness or disability, for the illness or disability of an eligible family employee and other purposes required by federal and state law.
5. No Employee shall be entitled to sick leave with pay while on a District granted Leave of Absence without pay.
6. Notification and Verification
 - a) Advance Notice Requirement. In order for sick leave to be granted, Employee who, because of illness or injury, is unable to report to work, shall notify the Administration Office in accordance with District regulations or policies. Failure to notify the Administration Office 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 Employee to remain in contact with the Administration Office of the District.

c) Verification.

- 1) In the case of injury, Employees shall present to District Administration Office a physician's "release to return to work" prior to or upon reporting for duty.
- 2) In the case of illness, the Employee 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) An Employee's 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.

d) The Fire Chief may require a medical examination before allowing an Employee 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 calendar year, one-half (1/2) of the accumulated sick leave in excess of 1600 hours shall be paid at the Employee's regular hourly rate of pay.

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

The Employee will receive payoff for accumulated sick leave upon termination except for discharge for upheld cause (for which payoff shall be forfeited). Payoff of accumulated sick leave will be limited to 800 hours, plus the current year's accumulation. One-half (1/2) of the above 800 hours, plus one-half (1/2) of the current year's accumulation, shall be paid at the Employee's regular hourly rate of pay, with any accumulated sick leave not compensated for applied as service credit as provided for by Public Employee's Retirement Law, Section 20862.8

2. Employees 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 first 800 (eight hundred) hours accumulation plus one-half of the current calendar year accumulation. This shall be paid at the Employee's current regular hourly rate of pay; or
 - b) Taking their unused sick leave as time off to increase the time credit for pension purposes. This shall apply to one-half (1/2) of the first 800 (eight hundred) hours accumulation plus one-half of the current calendar year

accumulation. Vacation, sick leave, and holiday hours or any other benefits shall not accrue while using this option.

3. An Employee discharged for upheld cause shall forfeit all the right to any payment for accumulated sick leave.
4. An Employee resigning shall not qualify for payment of any accumulated sick leave.
5. The survivor(s) of any Employee will be paid for that Employee's accumulated sick leave, not to exceed that amount entitled the Employee upon retirement.

SECTION 4. PERSONAL LEAVE

- a. Personal Leave is leave necessary for reasons other than injury or illness directly to the employee.
- b. Personal leave will be charged against any time the employee has accrued, such as sick leave and vacation time, as approved by the Fire Chief.
- c. Employee shall be entitled to Personal Leave as follows:
 - 1) Not more than twelve (12) days of leave each calendar year in case a employee's presence is required elsewhere because of sickness, disability or childbirth of an employee or his/her immediate family as defined in the District Personnel Policies. Proof of need must be approved by Fire Chief or designee prior to leave.
 - 2) An employee 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) An employee 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) Employee notifies Fire Chief in advance, with adequate time remaining so that a relief may be obtained.
 - b) The employee must return to duty immediately after being released.
- d. No employee 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 employee's immediate family, the employee 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 Employee shall be credited with fifty six (56) hours of Executive Leave annually at the beginning of each calendar year. Executive Leave shall be taken in the calendar 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**

1. Duration and Existing Benefits

Term: A two (2) year contract (January 1, 2017 to December 31, 2018). Existing benefits or beneficial practices which are not covered by this Agreement and which are within the scope of representation shall not be modified without compliance with the meet and confer requirements of state law.

Upon written notice of either party, this MOU will reopen on the issue of Article IV Compensation and the parties will meet to negotiate over revised terms.

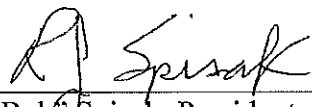
2. Savings Clause

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.

3. Amendments Clause

Amendments to this contract on non-economic,(no cost to the District), non-substantive issues which are agreeable to both sides, and do not require negotiation, may be accomplished with the use of an addendum which shall be dated, signed and attached to this MOU.

APTOS/LA SELVA FIRE PROTECTION DISTRICT:

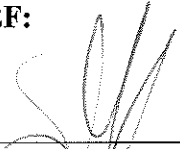


Robert "Bob" Spisak, President of the Board

10-12-2017

Date

EMS CHIEF:



Scott Vahradian, EMS Chief

10/18/17

Date