

**RESOLUTION NO. 12-18**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE APTOS/LA SELVA FIRE PROTECTION DISTRICT REGARDING EMPLOYMENT BENEFITS AND SALARY RATES FOR UNREPRESENTED EMPLOYEES**

**WHEREAS**, the Board of Directors of the Aptos/La Selva Fire Protection District previously entered into individual written agreements with employees in unrepresented job classifications;

**WHEREAS**, the Board of Directors desires and intends to consolidate the number of documents which detail the employment benefits and salary rates for full-time employees in unrepresented job classifications in order to ensure consistency and provide for greater efficiencies in personnel administration;

**NOW, THEREFORE**, the Board of Directors of the Aptos/La Selva Fire Protection District, does hereby resolve, declare, determine and order as follows:

**Section 1. Monthly Salary Ranges.**

Effective January 1, 2019, the annual/monthly pay ranges for full-time employees in the below listed job classifications shall be as follows:

	Step A	Step B	Step C	Step D	Step E
Director of Business Services (at 5% difference between steps)	\$9,091.89 (monthly) / \$109,102.67 (annually)	\$9,546.48 (monthly) / \$114,557.81 (annually)	\$10,023.81 (monthly) / \$120,285.72 (annually)	\$10,525.00 (monthly) / \$126,300.00 (annually)	\$11,051.25 (monthly) / \$132,615.00 (annually)
Administrative Assistant (at 5% difference between steps)	\$4,023.00 (monthly) / \$48,276.00 (annually)	\$4,224.15 (monthly) / \$50,689.80 (annually)	\$4,435.36 (monthly) / \$53,224.32 (annually)	\$4,657.13 (monthly) / \$55,885.56 (annually)	\$4,889.99 (monthly) / \$58,679.88 (annually)

In converting an annual salary to an hourly rate, the annual salary shall be divided by 2,080 hours.

An employee newly appointed to a classification shall be appointed to the first step of the salary range applicable to the assigned classification. A new employee appointed to the first step of a classification having merit steps in the salary range shall be eligible for a merit increase or advancement through the salary schedule on the first day of the pay period following completion of one year of service. Employees will be eligible for subsequent merit increases on the first day of the pay period following the completion of one year of service following any in-

range salary adjustment. Advancement within a salary range is based on merit and performance and requires the approval of the Fire Chief. Advancement through the steps of a salary range are not automatic. Increases of more than one step for outstanding performance require the approval of the Fire Chief.

## **Section 2. Group Insurance Benefits.**

### **A. Employee Health, Dental, and Vision Benefits**

The position of Director of Business Services shall be provided medical, dental, and vision benefits under the same terms as employees represented by the Aptos/La Selva Fire Chief Officers' Association.

Employees in the classification of Administrative Assistant shall be provided medical, dental, and vision benefits under the same terms as employees represented by the Aptos/La Selva Firefighters' Local 3535.

### **B. Post-Retirement Longevity Benefit**

The District has established the ICMA Retirement Health Saving Plan (RHS) in March 2005. Employees are eligible to receive contributions to the RHS as follows:

1. Employees Hired On or Before March 31, 2005: For full-time employees hired on or before March 31, 2005, the District will contribute three hundred and fifty dollars (\$350.00) per month into the employee's RHS upon retirement, provided the retirement is for service (or service connected disability) and the retiring employee has a minimum of fifteen (15) years of employment with the District. This contribution shall terminate on the retiree's 65th birthday or death, whichever comes first. During employment, employees shall make a mandatory ten dollar (\$10.00) month contribution into their RHS and the District shall match that contribution equally each month. The District's matching contribution to the RHS shall vest to the employee only in the event that the employee meets the fifteen (15) year service requirement and retires from the District for service (or service connected disability). Employees hired after March 31, 2005 are not eligible to receive any benefits under this paragraph.
2. Employees Hired After March 31, 2005: Full-time employees hired after March 31, 2005 shall receive a District contribution into their RHS in the amount of thirty-five dollars (\$35.00) per month for each month of employment. During employment, employees shall make a mandatory monthly contribution equal to one-half of the District's monthly contribution. The District's contribution to the RHS shall vest to an employee only in the event that the employee retires from the District for service or service connected disability.
3. Leave Banks: All employees who retire from District service, whether service retirement or disability related retirement, shall have any sick leave and vacation leave payouts due upon termination contributed directly to 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 separating employees as provided under the sick and vacation leave sections of this Resolution.

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 day as is practical. In the event that an employee's mandatory RHS contributions are not made for any reason, the District is relieved of its obligation to make a District contribution. RHS deposits, withdrawals, and related income tax consequences are governed by the Internal Revenue Code and Internal Revenue Service. Employer-level administrative fees or maintenance charges for the RHS will be paid by the District.

### **C. Life Insurance**

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

### **D. Long-Term Disability**

The California State Firefighters' Association Group Term Disability Insurance Partial Self Funded 6- Day Wait program will be provided as an option available for employee purchase under the Flex Benefit Program.

## **Section 3. Retirement.**

Employees will be eligible to participate in CalPERS pension plans in accordance with the requirements of applicable law, including the Public Employees Retirement Law and the Public Employees Pension Reform Act.

Employees who qualify as "classic" miscellaneous members of CalPERS may be eligible to participate in the 3% at 60 pension plan. For "classic" miscellaneous members, the District will pay 100% of the employee's contribution towards CalPERS benefits. This contribution is to be credited to the employee's individual account as per Government Code section 20615 (Employer Paid Member Contribution or EPMC).

Employees who qualify as "new" miscellaneous members of CalPERS may be eligible to participate in the 2% at 62 pension plan. For "new" miscellaneous members, the employee and the District shall each contribute the employee and employer contribution rates as set annually by CalPERS.

## **Section 4. Longevity.**

Employees are eligible to receive a longevity incentive benefit equal to 2.5% of salary after ten (10) years of service.

## **Section 5. Pay Periods.**

Employees are to be paid on a bi-weekly basis.

## **Section 6. Hours of Work.**

The District's regular business hours are between 0800 and 1700 hours, Monday through Friday. Each employee's actual work schedule is to be determined by the Fire Chief and based on the needs of the District. Full-time employees are generally scheduled to work at

least 8 hours per day, 5 days per week. When it is deemed to be to the benefit of the District and it does not conflict with District operational needs, the Fire Chief may approve a temporary alternative work schedule. Employees are expected to be in attendance during assigned hours and shall not absent themselves during working hours for any reason without prior approval of the Fire Chief or designee.

### **Section 7. Overtime.**

It is the policy of the District that overtime work is kept to a minimum and shall be authorized and approved in advance by the Fire Chief or designee. Overtime eligible employees are not permitted to work overtime except as authorized and approved in advance. Working overtime without advance approval is grounds for disciplinary action.

For employees on a 7-day work week, overtime is defined as all hours worked an overtime-eligible employee actually works in excess of 40 hours in the employee's workweek. Overtime will be compensated at 1.5 times the employee's regular rate of pay, as defined under the Fair Labor Standards Act ("FLSA"). Only actual hours worked shall be counted toward the applicable threshold for calculating overtime owed under the FLSA. Overtime shall be calculated in accordance with District policy.

An employee's eligibility to receive overtime compensation for services performed shall be determined in accordance with the FLSA. Those employees who are classified as "exempt" under the FLSA shall not be eligible to receive overtime compensation.

### **Section 8. Employment Status and Probationary Period**

The position of the Director of Business Services is considered an at-will position and does not serve a probationary period. At-will employees are free to leave employment with the District at any time, with or without a reason and with or without notice. The District also has the right to end an individual's employment at any time, with or without reason and with or without notice. Although the District may choose to end the employment of an at-will employee for cause, cause is not required. Only the Board has the authority to enter into an agreement providing for employment for a specific period of time or to make any agreement contrary to this provision. No other official or employee, including the Fire Chief, has the authority to make any such agreement. Only the Board has the authority to make any such agreement, and even then, such an agreement is enforceable only if it is in writing.

Full-time employees appointed to the classification of Administrative Assistant are required to serve a probationary period of twelve (12) months. The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of an employee to the employee's position. An employee's probationary period may be extended one or more times with the approval of the Fire Chief, for a total probationary period extension not to exceed an additional six (6) months. Employees will receive notice of any extension of the probationary period. Following successful completion of the probationary period, an employee in the classification of Administrative Assistant may be disciplined for cause and in accordance with District policy. Employees who have not completed probation are considered "at-will" employees, who may be separated with or without cause and with or without notice. "At-will" employees are not entitled to appeal or grieve any disciplinary action taken against them.

## **Section 9. Holidays**

The District observes the following holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Last business day before Christmas
Independence Day	Christmas Day
Labor Day	New Year's Eve

Full-time employees are eligible to receive eight (8) hours of pay for each holiday when it is observed. If a holiday falls on a Saturday, it will be observed by the District on the Friday preceding. If a holiday falls on a Sunday, it shall be observed by the District on the Monday following. To be eligible to receive holiday pay, an employee must be in paid status on the regularly scheduled work day immediately preceding and immediately following the holiday. Employees on an unpaid leave of absence are not eligible for holiday pay.

Full-time employees who are in paid status on July 1 will receive eight (8) hours of floating holiday time once a year. Floating holiday hours will be provided to eligible employees on July 1. Once granted, the number of hours shall remain available for the employee's use during the fiscal year. Floating holiday hours must be used before any vacation time is taken by the employee. Employees requesting to use their floating holiday must receive advance approval from their supervisor by submitting a written request to take time off. Unused floating holiday hours will be cashed out on pay day associated with the first full pay period following the end of the fiscal year. Any unused floating holiday hours will be cashed out upon separation.

## **Section 10. Vacation**

Full-time employees are eligible to earn paid vacation leave. Vacation leave begins accruing upon the employee's date of hire and accrues as an employee performs work. The rate at which an employee accrues vacation is determined by an employee's length of service. Full-time employees are eligible to accrue vacation as follows:

From the time of appointment until completion of the fifth year of employment, a full-time employee will accrue vacation at the rate of ten (10) hours per month (120 hours or 15 days per year), up to a maximum accrual of 240 hours of vacation.

After completion of the fifth year of employment and through the eleventh year of employment, a full-time employee will accrue vacation at the rate of fourteen (14) hours per month (168 hours or 21 days per year), up to a maximum accrual of 336 hours.

After completion of the eleventh year of employment, an employee will accrue at a rate that includes one additional vacation day for each additional year of service up to a maximum accrual of thirty vacation days per year (240 hours) after twenty years of service with the District. Employees with more than 11 years of service may accrue up to 480 hours of vacation.

At no time may an employee have a total balance of vacation hours in excess of the maximums described above. When an employee reaches the maximum accrual, the employee

shall cease earning additional vacation leave until such time that vacation hours are used and the employee's vacation balance falls below the maximum accrual.

The use of vacation leave will be scheduled in advance and approved by the Fire Chief. Vacation leave will not be authorized if it interferes with the operation of the District as determined by the Fire Chief or designee. Vacation may be used in increments as small as half an hour. At no time will paid vacation leave be granted if it exceeds the vacation leave time the employee has earned and accumulated in the employee's vacation bank. Paid vacation that has not been accrued will not be approved. Employees will not accrue vacation while in unpaid status.

Employees who separate employment with the District will receive payment at their base rate of pay for any accrued and unused vacation hours. Employees who separate for reasons other than retirement will receive direct payment for the value of any accrued and unused vacation leave. Employees who separate for reasons of retirement will have the value of any accrued and unused vacation hours deposited in the employee's RHS as provided in Section 2 above.

If a District holiday falls during an authorized vacation day, that day shall not be charged against the employee's vacation leave time. An 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 that the employee has sufficient sick leave accrued and the period of hospitalization or confinement is certified by a physician's written statement.

An Employee may sell back up to forty (40) hours of accrued vacation leave at the employee's current base rate of pay once each calendar year. Election to sell back vacation shall be consistent with District policy.

### **Section 11. Sick Leave.**

Full-time employees will accrue sick leave at the rate of eight (8) hours for each full month of continuous service, up to a maximum accrual of 1,600 hours. This maximum accrual excludes those days accrued in the current calendar year. Employees are not entitled to accrue sick leave while on an unpaid leave of absence.

Employees may use accrued sick leave for any of the following purposes:

- For the employee's own illness, injury or medical condition;
- For the purpose of providing care or assistance to a spouse, registered domestic partner, child, parent, legal guardian or ward, sibling, grandparent, or grandchild who has an illness, injury, medical condition, need for medical diagnosis or treatment or other medical condition.
- By an employee who is a victim of domestic violence, sexual assault or stalking for absences due to: seeking medical attention or treatment; psychological counseling; obtaining services from a domestic violence shelter, program or rape crisis center; safety planning; or seeking judicial relief arising from domestic violence, sexual assault, or stalking.

To be eligible to receive paid sick leave, employees must provide reasonable advance notice of a pre-scheduled or foreseeable absence. When an employee has an unforeseeable

need to use sick leave, the employee must provide notice as soon as possible. Non-exempt employees will be paid at their regular rate of pay for sick leave hours used. Exempt employees will be paid for sick leave hours used as the rate that applies to other paid time off hours. An employee may be required to provide verification to support the use of sick leave, as allowed by law.

Deductions from sick leave balances will be made in accordance with District policy. Non-exempt employees will not receive compensation for absences due to illness or injury once they use all of their accrued sick leave. Exempt employees who exhaust their sick leave and continue to be absent for reasons of injury or illness will have deductions made from their salary for full day absences only, unless their absences have been designated as intermittent leave under the Family Medical Leave Act ("FMLA"). In cases of FMLA intermittent leave, the deductions from an exempt employee's salary will be made consistent with the FMLA's requirements.

Upon retirement (either service or disability retirement), an employee will be eligible to receive payment for accrued and unused sick leave. Any payment provided will be limited to one-half of the employee's accrued and unused sick leave hours, up to a maximum of 800 hours. Payment for any accrued and unused sick leave shall be made at the employee's base hourly rate of pay and deposited in the employee's RHS. Any accumulated sick leave hours not compensated for, may be applied as service credit as provided by the Public Employee's Retirement Law and the terms of the District's contract with CalPERS for pension benefits.

Employees who separate employment with the District for any reason other than retirement will not be eligible to receive payment for any accrued and unused sick leave hours.

#### **Section 12. Bereavement Leave.**

In the case of a death in an employee's immediate family, the employee shall be granted up to five (5) consecutive scheduled workdays off with pay in order to attend the funeral/memorial service, or to take care of family affairs related to the immediate family member's death. Employees who need to be absent for more than five (5) days may be permitted to use vacation hours for approved absences. For purposes of this benefit, "immediate family" means an employee's current spouse, current registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. The employee's supervisor may approve the use of accrued vacation time to extend the leave. An employee may be required to provide proof to support an employee's receipt of this benefit.

#### **Section 13. Military Leave.**

Military leave shall be granted in accordance with the provisions of federal and state law. Whenever possible, an employee shall notify the Fire Chief or designee of any need for military leave at least ten (10) working days in advance of the beginning date of such leave.

#### **Section 14. Jury Duty.**

An employee who is summoned to jury duty or selected to serve on a jury will be given leave to fulfill his/her civic obligations. Upon receipt of a proposed jury summons, employees must notify the Fire Chief or designee. If an employee is called as a juror during a particularly busy time in the office, the District may ask the employee to request the court to postpone his/her jury duty to a more convenient time, as permitted by law.

A leave of absence with pay will be granted to all required to report for jury duty, provided the employee remits to the District all fees as soon as received by the employee for such duties. Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee. Time spent on jury duty is not work time for purposes of calculating overtime compensation.

If an employee is required to report to jury duty within 2.5 hours of the scheduled start of the workday, the employee is not required to report to work at the start of the workday, but shall report directly to jury duty. If an employee is released from jury duty with more than one-half of his/her workday remaining, the employee is required to report to work to complete the regularly scheduled workday. Employees who fail to comply with these reporting requirements will not be eligible to receive pay for time spent performing jury duty.

**Section 15. Amendments.**

The District expressly reserves the right, in its sole discretion, at any time and from time to time, to amend or rescind any provision of this Resolution or any benefits or salary provisions, or to terminate any benefits or salary provisions to the greatest extent allowed by law. Such changes may apply to current and/or future employees, retirees or their family members.

**Section 16. Effective Date.**

This resolution shall become effective on January 1, 2019, on which date it shall supersede any memorandum of understanding related to wages and benefits for any classification discussed in the resolution.

Approved and Adopted this 13 day of December, 2018.