

**MEMORANDUM OF UNDERSTANDING**

**Scotts Valley Fire Protection District**

**and**

**Administrative Secretary**

**July 1, 2017 – June 30, 2020**

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**Administrative Secretary**  
July 1, 2017 – June 30, 2020

**Article I. PREAMBLE**

This Memorandum of Understanding (MOU) is entered into by and between the Scotts Valley Fire Protection District, hereinafter referred to as **District**, and the **Administrative Secretary** of the **District**, hereinafter referred to as **Administrative Secretary**. The purpose of which is to establish a compensation and benefits package for the **Administrative Secretary** position.

**Article II. PREVAILING RIGHTS**

The **District** agrees that all rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

The parties agree, that upon request by either party, to meet and confer on matters not in writing which may have been considered “rights” and which either party wishes, during the term of the Memorandum of Understanding, to modify.

**Article III. RESERVATION OF MANAGEMENT RIGHTS**

The parties acknowledge that it is the exclusive right of the **District** to: generally govern the work of the **District** and conduct of its employees; to determine the mission of the **District**; to determine the procedures and standards of selection for employment and promotion of employees; to direct its employees; to assign work to employees in accordance with the requirements determined by the **District**; to establish work schedules; to determine the content of job classifications; to hire, promote or lay off employees for lack of work or funds; to suspend, discipline and discharge employees for proper cause; to expand or diminish services; to determine the methods, means and personnel by which **District** operations are to be conducted; and to establish, publish and modify **District** policies, regulations and standard operating procedures.

**Article IV. DUTY**

**Section 4.01 Assignment**

The **Administrative Secretary** shall work full-time at 40 hours per week as scheduled by the Fire Chief.

The **Administrative Secretary** position is designated as a confidential employee.

**Section 4.02 Overtime**

The **Administrative Secretary** shall be compensated at time and a half for hours worked over the basic forty-hour workweek that begins at 12:01 on Saturday and ends at 12:00 midnight on Friday.

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**Section 4.03 Uniforms**

The **District** will provide the **Administrative Secretary** with all **District** required uniform elements and equipment as directed by the Fire Chief.

The **District** will also provide uniform and equipment replacements, and provide for uniform maintenance as needed, as determined by the **District**.

The **District** will report, for CalPERS Classic Members, the monetary value of the required uniform elements and equipment, uniform and equipment replacements, and uniform maintenance as special compensation on a quarterly basis not to exceed \$1,200 annually.

All issued uniform items are the property of the **District** and will be returned to the **District** or paid for by the **Administrative Secretary** upon employee termination.

**Article V. COMPENSATION**

The **District** agrees to base salary compensation for the **Administrative Secretary**, in accordance with **Table** .

**Table**

Start Date	9/24/16	7/1/17	7/1/18	7/1/19
Stop Date	6/30/17	6/30/18	6/30/19	6/30/20
Admin. Secretary Step	16/17 Contract Basis	6%	3%	3%
Step A	\$4,974	\$5,272	\$5,431	\$5,594
Step B	\$5,223	\$5,536	\$5,702	\$5,874
Step C	\$5,484	\$5,813	\$5,987	\$6,167

Figures reflect monthly base pay rounded to nearest whole dollar

**Article VI. LEAVES**

**Section 6.01 Holidays**

The **District** agrees to grant the **Administrative Secretary** twelve (12) paid holidays each calendar year, as indicated by **Table** .

**Table**

New Years Day (January 1)	Veteran's Day (November 11)
Martin Luther King Day (3rd Monday of January)	Thanksgiving Day
President's Day (3rd Monday of February)	Friday Following Thanksgiving
Memorial Day (last Monday in May)	Christmas Eve (December 24)
Independence Day (July 4)	Christmas Day (December 25)
Labor Day (1st Monday in Sep)	New Years Eve (December 31)

Note: Holidays falling on a Saturday will be observed the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

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**Section 6.02 Personal Leave**

The **District** agrees to grant the **Administrative Secretary** use of paid personal leave, as follows.

**(a) Days**

The **Administrative Secretary** shall be eligible to use two (2) personal leave days each calendar year.

Personal leave days shall be taken off as full days. Personal leave days may be used on any normal workday in the calendar year, subject to approval of the Fire Chief.

**(b) Hours**

The **Administrative Secretary** shall be eligible for an additional sixteen (16) personal leave hours per calendar year, in recognition of Branciforte Fire **District** responsibilities.

Personal leave hours shall be taken off in one-hour increments. Personal leave hours may be used on any normal workday of the calendar year. Any use of Personal Leave shall be subject to approval of the Fire Chief.

Personal leave hours shall only be available to the **Administrative Secretary** throughout the term of the Administration of Fire Services Agreement with Branciforte Fire Protection District. Upon separation of Administration of Fire Services Agreement, any remaining personal leave hours may be used within the calendar year.

**(c) Expiration**

Personal leave days and personal leave hours shall not accumulate and shall expire at the end of each calendar year (i.e. use or lose).

**Section 6.03 Vacation**

Vacation is a leave of absence with pay granted to the **Administrative Secretary** while employment by the **District**. Vacation leave shall be granted based on the number of hours accrued by the **Administrative Secretary**, subject to the following:

**(a) Accrual**

Vacation accrual rates shall be as indicated by **Table** . Vacation shall stop accruing when the specified maximum accrual has been reached. Vacation accrual shall resume at the specified rate when accrued hours drop below the maximum value.

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**Table**

Years of continuous service (inclusive)*	Vacation Accrual Rate (hours / 2-wk pay period)	Wks/Yr	Maximum Accrual (hrs)
0-5	4.62	3	200
>5-10	7.69	5	280
>10-15	9.23	6	320
>15-20	10.77	7	360
>20	12.31	8	400

\*complete years, as calculated from date of hire

**(b) Approval**

- (i) The **Administrative Secretary** is eligible to take whatever vacation hours he/she has on the books, plus vacation hours earned through the end of the month preceding vacation.
- (ii) The **Administrative Secretary** may make a written request to the Fire Chief to take vacation hours not yet accrued. In the event the employee resigns or is terminated prior to the employee earning the vacation hours taken, the employer will reconcile the unearned vacation on the final paycheck at the employee's final rate of pay.
- (iii) A newly hired employee may not take vacation leave until completion of at least six (6) months of service. Thereafter, vacation is subject to approval of the Fire Chief.

**Section 6.04 Sick Leave**

Sick leave is hereby defined to mean the absence from duty of employee because of illness, injury, or exposure to a contagious disease, not otherwise designated as, or qualifying for worker's compensation benefit.

**(a) Accrual**

The **District** shall provide 11.08 hours of sick leave (without loss of pay) for each two-week period. Sick leave may accrue without limit.

**(b) Buyback**

The **Administrative Secretary** who has had five (5) years paid service with the District shall become eligible to receive payment for a portion of his/her unused sick leave beginning with accruals for the sixth (6) year. Each year, on or after the January 1st following the calendar year of accrual, each eligible employee shall be paid for 10% of his/her sick leave hours accrued during the portion of the year he/she was eligible, subject to the following conditions:

- (i) To be eligible for buyback, the employee shall have used no more that ninety-six (96) hours of sick leave during the calendar year, and shall be in paid status or on leave of absence on the last day of the year.
- (ii) The compensation rate used shall be double (two times) the employee's hourly rate, exclusive of overtime pay, received during the year of accrual.

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- (iii) All such payments shall be made within thirty-one (31) days of the last day of each year.
- (iv) After deductions of hours paid, the remaining sick leave balances shall be accumulated to the credit of each employee and carried forward into subsequent years. This balance shall be available for the use of employee in the event of injury/illness; however, any balances remaining at separation shall be applied to PERS Section 20965 (Unused Sick Leave Credit).

**Section 6.05 Bereavement**

Leave with pay shall be granted to employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. Immediate family shall mean an employee's child, adopted or stepchild, spouse, registered domestic partner, father, mother, stepparents, grandparents, grandchildren, brother, sister, or any of the above related to the spouse or domestic partner. For 40-hour employees, five (5) days of leave will be granted and shall be charged against sick leave balance. For 56-hour employees, two (2) 24-hour shifts will be granted and shall be charged against sick leave balance. The leave must be used in complete shifts. However, it may be used in non-consecutive days. Additional leave with or without pay may be granted with the approval of the Fire Chief and charged to the employee's leave banks if available. Use of sick leave balance for bereavement shall not count against the 96-hour maximum use provision of **Section 10.01(b) "Sick Leave Buy Back"**

**Article VII. BENEFITS**

**Section 7.01 Healthcare**

The **District** agrees to provide medical, dental, and life insurance to the **Administrative Secretary**..

**(a) Medical Insurance**

- (i) The **District** has elected to contract with the Public Employees' Retirement System (PERS) to provide medical insurance coverage through the Public Employees' Medical and Hospital Care Act (PEMHCA) medical plans to active employees and retirees.
- (ii) As required by PEMHCA, the **District** shall pay directly to PERS the monthly Minimum Employer Contribution (MEC) towards the PEMHCA medical plan insurance premium for each active employee and retiree who elects to enroll in a PEMHCA medical plan.
- (iii) The **District** agrees to pay PERS an amount of money on behalf of the active employee and his or her eligible dependents when combined with the MEC, shall be the equivalent to one hundred percent (100%), reduced to (97%) beginning January 2016, of the monthly premium cost of the Bay Area PERS Choice PPO plan as the maximum allowable premium amount.
- (iv) The **Administrative Secretary** shall have the ability to choose any health plan up to the maximum allowable premium amount.

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- (v) If the **Administrative Secretary** chooses a plan that exceeds the cost of the Bay Area PERS Choice PPO plan, he/she shall pay the additional premium through payroll deduction.

**(b) Post Employment Health**

The **District** agrees to provide continuing medical, dental, and life insurance for the retiring **Administrative Secretary** as follows:

- (i) At all times coverage provided shall be in accordance with coverage offered to current **Administrative Secretary**. This benefit shall terminate when the retiree becomes eligible for Medicare.
- (ii) Upon honorable retirement and the completion of a minimum of ten (10) years of service to this **District**, the **District** will pay a pro-rated percentage of the medical, dental and life insurance premium for the **Administrative Secretary** only.
- (iii) Initial percentage at completion of ten (10) years of service shall be twenty-five (25%) percent of the premium.
- (iv) After the initial ten (10) year minimum service requirement, the **District** shall increase, by five percent (5%) per year, the contribution rate, for each continuous year of service prior to honorable retirement.
- (v) Maximum **District** contribution shall be one hundred percent (100%) which would be reached upon twenty-five (25) years of paid service by the **Administrative Secretary**.
- (vi) The percent of benefit based on the calculation above when, combined with the MEC, shall be equivalent to the percent of the monthly premium as determined at retirement.
- (vii) At such time when a retiree becomes eligible for Medicare, **District** sponsored medical, dental and life insurance will be terminated, unless the employee elects to pay the associated premiums for said coverage. The **District** shall continue to contribute the MEC established by the PEMHCA.

**(c) Dental Insurance**

- (i) The **District** agrees to provide the **Administrative Secretary** dental insurance as provided by Delta Dental or other provider, as selected by the **District**.
- (ii) The **District** agrees to pay 100% of the employee and her/his eligible dependents' premium consistent with Delta Dental.

**(d) Life Insurance**

The **District** agrees to pay the full cost of a \$55,000 term life insurance policy for the **Administrative Assistant**. The carrier shall be as selected by the **District**.

**Section 7.02 Public Employees Retirement system (CalPERS)**

**(a) Classic Employee**

**Administrative Secretary**  
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The Retirement Program provided by the **District** shall be through the California Public Employees' Retirement System.

The **Administrative Secretary** position is classified as a local, miscellaneous member, in accordance with Section 20383 of said Retirement Law and is provided benefits under Section 21354 of the California Government Code, 2% at age 55 Full for Local Miscellaneous Members.

The following additional provisions of the Public Employees' Retirement Law shall apply:

- Section 20042 (One-year final compensation).
- Section 20965 (Unused sick leave credit - 8 hours = 1 day).
- Section 21574.5 (Indexed Level 1959 Survivor Benefits).

**(b) Public Employment Pension Reform Act (PEPRA)**

For employees hired 1/1/13 or later and who are NOT a member of the California Public Employees Retirement System (CalPERS) or a reciprocal agency, or those who have been separated from a public agency which contracts with CalPERS or a reciprocal agency for six months or more, the retirement benefit shall be:

- 2 % at age 62; 3 year final compensation

The required employee contribution rate as a percentage of payroll shall be:

- At least 50% of the normal cost of the retirement benefit as calculated by CalPERS.

**Article VIII. SAVINGS CLAUSE**

If any article or Section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable due to any existing or subsequent enacted legislation or by judicial authority, all remaining Articles and Sections of this Memorandum of Understanding shall remain in full force and effect for the duration of the MOU. In the event of invalidation of any Article or Section, the **District** and the Union agree to meet within 30 calendar days of such invalidation for the sole purpose of meeting and conferring upon said Article or Section.

This MOU constitutes a full and complete agreement between the parties on all matters within the scope of representation.

**Article IX. GRIEVANCE PROCEDURE**

Scotts Valley Fire Protection **District** Policy 901 dated March 23, 1998 is hereby referenced as the grievance procedure for grievances of disciplinary action. Scotts Valley Fire Protection **District** Policy 902 dated June 9, 1999 is hereby referenced as the grievance procedure for all other grievances.



**Administrative Secretary**  
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**Article X. TERM OF AGREEMENT**

The term of this Memorandum of Understanding is from July 1, 2017 to and inclusive of June 30, 2020. Negotiations for a successor Memorandum of Understanding shall begin at the request of either party between January and June of 2020. This MOU shall remain in effect until a new MOU is mutually agreed upon or the impasse process has been completed.

**Article XI. MODIFICATIONS TO MOU**

Any modifications to this Memorandum of Understanding shall be subject to meet and confer for resolution.

**Article XII. SIGNATURES**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the **Administrative Secretary**, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations covering such employee.


This MOU shall be presented to the Scotts Valley Fire Protection **District** Board of Directors, as the governing board of the **District**, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2017 and ending June 30, 2020.

9/15/2017

X 

\_\_\_\_\_  
**Robert L. Campbell**  
Board Negotiator  
Scotts Valley  
Fire Protection **District**

Date

  
\_\_\_\_\_  
**Alicia Walton**  
**Administrative Secretary**  
Scotts Valley  
Fire Protection **District**

9/18/2017  
Date



\_\_\_\_\_  
**Daron Pisciotta**  
Board Negotiator Scotts Valley  
Fire Protection **District**

Date

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