

**Memorandum Of Understanding**

**Between The**

**Monterey Peninsula Airport District**

**And The**

**Monterey Peninsula Airport District  
Administrative Assistants Association**

**For The Period**

**July 1, 2004 - June 30, 2008**

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**1. GENERAL**

The Monterey Peninsula Administrative Assistants Association, as represented by the Laborers Union of North America, Local 270, AFL-CIO, hereafter referred to as the Association, enters into the Agreement set forth herein with the Monterey Peninsula Airport District, hereafter referred to as the District. The subject Agreement covers the period July 1, 2004 to June 30, 2008, and said Agreement sets forth some of the benefits and conditions of employment pertaining to all non exempt, full time administrative personnel, herein after referred to as employees. Anything relating to employment with the District, not specifically mentioned in this Agreement shall be governed by the policies, practices and procedures contained in the current District Employment Policies and Procedures Manual. This Agreement shall be read in conjunction with that manual.

**2. RELATIONSHIP AND DISCLOSURE**

The parties recognize that it is in the best interest of all concerned that all dealings be conducted with mutual respect. The Association agrees to fully disclose the terms of this Agreement to all employees affected or covered by this Agreement. The District agrees to disclose the terms of this Agreement to those District employees that may require such disclosure to facilitate implementation of the Agreement.

**3. NON-DISCRIMINATION**

Neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee that may exercise his or her right to join or assist, or refrain from joining or assisting, this or any labor organization.

**4. REPRESENTATION**

The Association, represented by the Laborers Union of North America, Local 270, AFL-CIO, is certified as the exclusive bargaining agent for all nonexempt, full time administrative

personnel. Authorized representatives of the Association are empowered to enter into and execute agreements with the District on behalf of the Association's membership with respect to rates of pay, wages, hours of work and other conditions of employment.

- a. Association Representation. The Association and membership therein shall be considered an "Open Shop". Membership shall not be required of any existing, new or future employee, and only employees desiring to join the Association shall be required to pay dues or other assessments related to membership. Employees desiring to join the Association are free to do so at any time and employees desiring to disassociate themselves from the Association are also free to do so at any time.
- b. Association Representatives. The Association has designated the Laborers Union of North America, Local 270, AFL-CIO as, its official bargaining representative.
- c. District Representatives. The Personnel Office, a California Corporation retained by the District, or other designated person or entity is the official bargaining representative of the District.
- d. Grievance Representatives. The Secretary of the Association shall furnish the District a written list of its representatives authorized to present and process grievances.
- e. Meetings of District and Association Representatives. The following shall apply for meetings of official Association representatives with the official District representative on the matters relating to employees represented by the Association.
- f. Time Off for Meetings. The Association representative will be excused by his or her supervisor upon reasonable and sufficient notice in advance for the purpose of conferring with the representative of the District on matters within the scope of representation.
- g. Compensation. The Association representative shall be allowed a reasonable amount of time off without loss of compensation or benefits when formally meeting and conferring with

the representative of the District;

- h. Restriction. The number of representatives that shall be permitted in accordance with (e) and (f) above is limited to one (1).

**5. ASSOCIATION ACTIVITIES ON DISTRICT PREMISES**

- a. Access to District Premises. Authorized Association representatives may be granted access to District premises consistent with airport security regulations in order to conduct Association business.
- b. Association Meetings. With the exception of one (1) monthly meeting of all employees covered by this contract, and two (2) monthly meeting of the Executive Board of the Association, the Association or its members shall not carry on any type of Association activities on District premises unless prior written approval has been obtained from the District General Manager or his designate.
- c. Affiliate Representatives. Authorized affiliate representatives of the Association may attend Association-District meetings for the purpose of collective bargaining and discussion of grievances presented to the Association by employees covered by this contract when such meetings have been suitably arranged for in advance.

**6. VOLUNTARY ALLOTMENT FOR ASSOCIATION DUES**

Members of the Association in good standing may authorize the payment of dues to the Association through payroll withholding. The District shall withhold dues in accordance with the procedures set forth in this section.

- a. Allotment Authorization. A dues withholding authorization form may be submitted to the District payroll clerk at any time. Allotments shall become effective at the beginning of the first pay period for which the payroll closing date is not less than five (5) days after receipt of the approved form.

- b. Allotment Revocation. An officer or employee may submit an allotment revocation to the District payroll clerk at any time, using the approved form. Revocation shall become effective for the next pay period for which the payroll closing date is not less than five (5) days after submission of the allotment revocation.

## 7. GRIEVANCE PROCEDURE

A grievance is defined as any disagreement by a member of the Association over the application of personnel policy, or any personnel action the employee alleges to be unfair, including the interpretation/ application of this memorandum of understanding. Procedures for resolving grievances are as follows:

- a. Grievance Committee. At the discretion of the Association, a Grievance Committee may be formed to receive and process grievances. The Grievance Committee shall make determinations on the validity of grievances. If the committee determines that the grievance is not valid, the grievant may accept the determination of the committee, and no further action will be taken, or the grievant may submit the grievance orally to the grievant's supervisor.
- b. Supervisor's Action. If the oral grievance has not been settled within two (2) working days from presentation of a grievance to the supervisor, the grievant may submit the matter in writing to the supervisor. Upon receipt of the written grievance, the supervisor shall have five (5) working days in which to resolve the grievance. If the grievance has not been resolved within that time period, the employee may submit, in writing, the matter to the General Manager.
- c. General Manager's Action. If the grievance has not been settled within five (5) working days from receipt of a grievance by the General Manager, the grievant may submit the matter to the Board of Directors.

- d. Board of Directors' Action. The District's Board of Directors shall normally consider grievances submitted at their first regular meeting which is not less than fifteen (15) days following receipt of the grievance by the District's Board of Directors. If the grievance has not been settled at this meeting and the response rendered in writing to the Association, either the Board of Directors or the Association, on behalf of the employee, may request the matter be submitted to neutral non-binding arbitration. Requests for arbitration must be filed within ten (10) days. The costs associated with any arbitration shall be borne equally between the District and the Association.
- e. Arbitration. The hearing shall proceed according to the Federal Arbitration Act. The procedure for selecting a neutral arbitrator is as follows. To initiate arbitration, the Association must submit a "Request for Arbitration" letter in any form as long as it clearly states "Request for Arbitration" on the first page. The "Request for Arbitration" must include the following information.
- 1) A factual description of the dispute in sufficient detail to advise MPAD of the nature of the dispute;
  - 2) The date when the dispute first arose;
  - 3) The names, work locations and telephone numbers of any co-workers or supervisors with knowledge of the dispute; and
  - 4) The relief requested by the employee.

MPAD will respond within ten (10) days to this "Request for Arbitration," so that the parties can begin the process of selecting an Arbitrator. All disputes will be resolved by a single Arbitrator. The Arbitrator will be mutually selected by MPAD and the employee. If the parties cannot agree on an Arbitrator, then the party bringing the claim shall request that the State Mediation and Conciliation Service submit a list of seven (7) commercial arbitrators drawn from its list of commercial arbitrators for the local area. The Arbitrator will be selected by the parties who will alternately strike names from the list. The last name remaining on the list will be the arbitrator selected to resolve the dispute. Upon selection, the Arbitrator shall set an appropriate time,

date and place for the arbitration, after conferring with the parties to the dispute. Although non-binding, the decision of the arbitrator shall be considered the final step in resolution in the grievance procedure. If either party is dissatisfied with the outcome of the non-binding arbitration, that party may invoke its legal remedies.

#### **8. NEW POSITIONS**

Newly created or vacant administrative positions are open to all interested, qualified candidates. The District will fill these positions with the most qualified candidate. Factors that will be considered in filling open positions include experience, education, past performance and, to the degree possible length of service with the District. When practical and possible, existing employees will be given the first opportunity to apply for open positions. Length of service will be the determining factor in selecting the person to fill the position if all other qualifications and experience are essentially equal. Position reclassifications and individual employees' promotional progression are excluded from this provision, and are not subject to meet and confer obligations.

#### **9. PERSONNEL REDUCTION**

The District reserves the right to lay off, discharge employees, or otherwise reduce the size to the work force at the District's sole and absolute discretion due to economic conditions or other adverse fiscal concerns. Employees will generally be laid off or separated in the following order:

- 1.) Temporary employees,
- 2.) Probationary employees,
- 3.) Regular part-time employees,
- 4.) Regular full-time employees.

Within each of the classifications noted above, employees will be selected for layoff or separation based on a combination of factors, including but not limited to past performance and productivity, qualification, attitude, attendance and punctuality. In cases where the District

determines the general performance and other factors are essentially equal between two or more employee, length of service will be the deciding factor in determining which employee or employees will be retained. Employees who feel that they were unfairly selected for layoff or discharge may file a grievance in accordance with established procedures and ultimately submit the grievance to arbitration in accordance with the procedures outlined in this Agreement. No new employees shall be hired to fill open administrative positions until all laid-off employees have been given the opportunity to return to work.

#### **10. DISMISSALS**

Employees discharged for cause shall have the right to protest said discharge by filing a written protest with the District General Manager within ten (10) days of said discharge. The protest shall be processed in accordance with the grievance procedures set forth in Section 7 of this Agreement.

#### **11. JOB DESCRIPTIONS**

Job descriptions are provided for each position classification which will include core competencies, duties and responsibilities. The District agrees to draft job descriptions that are more "position-specific," retaining the right to amend, add or delete job duties and responsibilities as necessary to maintain required operational and administrative efficiencies.

#### **12. BEREAVEMENT LEAVE**

In the event of a death in an employee's immediate family, the employee may be granted bereavement leave without deduction in pay for a period that is deemed by the General Manager to be reasonable, normally not to exceed three (3) days. However, more time may be granted depending on the relationship between the employee and the decedent and the amount of time required to travel to the funeral service. Any leave so granted shall not be charged to the employee's sick leave or annual leave. Immediate family shall normally be

understood to mean the employee's spouse, parents, mother-in-law, father-in-law, grandparents, children, step-children, siblings, and step-siblings.

### **13. HOLIDAYS**

a. General. All employees shall be entitled to the following paid holidays:

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) Presidents Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving
- (10) Christmas Eve
- (11) Christmas Day

b. Holiday Pay. Employees who are required to work on a recognized holiday will be compensated at two (2) times the employee's straight time rate for the hours worked on the holiday. Hours worked in excess of eight (8) will be paid at the rate of two and one-half (2 1/2) times the employee's straight-time rate. Alternatively, employees may be granted equivalent time off on another day, subject to scheduling and staffing requirements.

### **14. VACATIONS**

Vacation time off with pay is provided in accordance with the following schedule. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including District needs and staffing requirements. Additional information concerning vacations is contained in the Employment Policies and Procedures Manual.

<u>Years of Eligible Service</u>	<u>Vacation Each Year</u>
After 6 months	40 Hours
After 1 year	80 Hours (includes the 40 hours after the first six months' service)

After 5 years 120 Hours

After 10 Years 160 Hours

Vacations may be requested at any time, however, vacation time may not be used in advance of actual accrual, except with the express written approval of the General Manager. A negative vacation balance is not permitted. Vacation can be used in increments of one-quarter hour.

**15. SALARY-BASED PAY**

Compensation for all positions shall be calculated on a salary basis. For purposes of computing overtime pay or deductions from pay for any reason, this salary amount shall be computed on an hourly basis, and that amount added to or subtracted from the paycheck. Annual salary amounts shall be divided by 2080 to determine the hourly amount, and monthly salary amounts shall be divided by 173.33 to determine the hourly amount.

**16. SALARY INCREASES**

Effective July 1, 2004, an increase of 3.5% for Administrative Assistant positions classifications I, II and III for all seven (7) current steps. (See below and section 19.)

**Administrative Assistants Monthly Salary and Pay Steps (including the 3.5% general wage increase per Section 16 and a 0.5% COLA per Section 17.)**

	1	2	3	4	5	6	7
Administrative Assistant III	3,544	3,725	3,905	4,085	4,264	4,444	4,621
Administrative Assistant II	3,065	3,234	3,403	3,572	3,741	3,909	4,075
Administrative Assistant I	2,585	2,637	2,901	3,059	3,216	3,374	3,529

No existing employee shall receive less salary due to adoption of the schedule contained in this Agreement. Existing employees, who are not in Pay Step 1 will be placed in a step that results in an increase of not less than \$50.00 per month. Upon promotion to a higher position classification, employees will be placed in a step that results in an increase of not less than \$50.00 per month.

**17. COST of LIVING INCREASES**

Effective July 1, 2004, the MPAD Board shall grant a COLA of 0.5%, in addition to the above salary increase. A Cost of Living Allowance (COLA) will be granted annually by MPAD's Board of Directors effective July 1 in years 2005, 2006, 2007 and 2008.

**COLA BASIS**

The basis for COLA's shall be the Consumer Price Index (CPI) for the Urban Wage Earners in the San Francisco-Oakland-San Jose Metropolitan Area (1983/84=100) published by the US Department of Labor, Bureau of Labor Statistics (CPI) for the year ending in April. Should there be a decrease in the CPI, no downward COLA shall be made.

**18. OPTION**

At the discretion of the employees, a portion of any future salary increases may be directed into a Supplemental Retirement Program through the National Industrial Pension Plan sponsored by the Union at no cost to the District. This must be requested in writing no later than April 1 of each year.

**19. RETIREMENT**

**Two Percent (2%) at Fifty-five Plan.** Employees shall be maintained in the "2% at 55" Retirement Plan for Miscellaneous Employees, State of California, Public Employees' Retirement System (PERS).

**One-Year Compensation.** MPAD will implement PERS optional benefit PERL Section 20042,

**Two Percent (2%) at Fifty-five Plan.** Employees shall be maintained in the "2% at 55" Retirement Plan for Miscellaneous Employees, State of California, Public Employees' Retirement System (PERS).

**One-Year Compensation.** MPAD will implement PERS optional benefit PERL Section 20042, providing for retirement benefits to be based on the highest twelve (12) consecutive months for purposes of determining final compensation.

**IRS Section 414(h)2.** MPAD will cease paying the 7% PERS employee contribution and the employee will pay his/her own member contributions, with the State and Federal income tax on the member contribution deferred to the extent allowed by Internal Revenue Code 26 USC Section 414 (h) 2. MPAD will provide a 7% increase in the salary schedule as part of this change, and MPAD will assume the responsibility for the increased cost in the employer's contribution to PERS created by this increase. Additionally, during the term of this Agreement, MPAD will pay for any increased cost in the employer rate and shall retain any savings from any decrease in the employer rate and for contribution credits (rebates) from PERS.

## **20. OVERTIME CONSIDERATION**

When operating requirements or other needs cannot be met during regular working hours, employees may be required to work overtime. When this is necessary, employees will be first given the opportunity to volunteer for the overtime requirement. If a qualified volunteer for the overtime assignment cannot be secured, the District will designate an appropriate employee for the assignment.

## **21. TUITION REIMBURSEMENT**

Reimbursement of tuition and other costs (i.e. books and supplies) for study and/or training undertaken at accredited institutions of higher learning or at bona fide professional and trade schools is available for employees. Education cost reimbursement shall not exceed \$1,000.00

## **22. HEALTH AND INSURANCE BENEFITS**

The District agrees to include employees in a medical, dental, vision care program as follows:

**Medical Coverage.** MPAD agrees to contribute 100% of the cost of a Major Medical Insurance Program for employees and dependents.

**Dental Coverage.** MPAD agrees to contribute 100% of the cost of a Dental Program for employees and dependents.

**Life Insurance.** MPAD agrees to contribute 100% of the cost of a basic Life Insurance program in an amount not less than \$20,000.

**Group Vision Care.** MPAD agrees to contribute 100% of the cost of Group Vision Care Plan for employees only.

**Changes to Coverage.** The District agrees to keep the Association informed of all changes and negotiations of new, or updating of the present, medical, dental, life insurance and vision care plans.

**Employee Costs.** For medical, dental, and vision care, received by the employee or his/her covered dependents, the employee shall be responsible for payment of annual deductibles and the amount in excess of the amount allowed under the insurance programs carried by MPAD.

## **23. WORKERS' COMPENSATION**

The District provides comprehensive Workers' Compensation Insurance benefits for all employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Temporary disability benefits, however, are not paid for the first three days or shifts that an employee missed work, unless the employee's disability continues for more than 14 calendar days as a result of the injury, or the employee is hospitalized as an "inpatient" for medical treatment. During this waiting period,

the employee may utilize any accrued sick leave benefits to offset any potential loss in compensation. In the event that the employee has no accrued sick leave benefits, the employee may utilize accrued vacation leave benefits.

#### **24. MANAGEMENT RIGHTS**

The District retains the following rights for the period of this contract:

- a. Reduction In Force (RIF). The District reserves the right to institute reduction in force action (RIF) when necessitated by airline strikes, major reduction in service, critical economic conditions, or government legislation.
- b. Insurance. Whereas the District shall maintain adequate medical/dental/life/vision insurance coverage for employees, the District reserves the right to consider medical/dental/optical insurance options and alternatives and to select the insurance programs deemed to be the most appropriate.
- c. Meet and Confer. The exercise of management rights specified herein will follow the "meet and confer" process.
- d. Anything relating to employment with the District, not specifically mentioned in this Agreement shall be governed by the policies, practices and procedures contained in the current District Employment Policies and Procedures Manual. This Agreement shall be read in conjunction with that manual. Unless specifically covered in this Agreement, management specifically reserves the right to hire, supervise, determine staffing levels, methods of operation, make work assignments, establish work rules regarding performance, safety and conduct and generally conduct the business and services of the District as it deems appropriate.

#### **25. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

- a. General. This Agreement sets forth the full and entire understanding of the parties

regarding the matters set forth herein and any and all prior or existing memoranda of understanding, understandings or agreements, whether formal or informal, are hereby superseded and terminated in their entirety.

b. Existing Practices

(1) Cited in Agreement. Existing practices and/or benefits provided by ordinance or resolution of MPAD's Board of Directors and which are referenced in this Agreement shall continue in accordance with the terms of this Agreement.

(2) Not Cited in Agreement. Existing practices and/or benefits which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties.

c. Good Faith Intent. It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this Agreement be administered and observed in good faith.

d. Meet and Confer. Although nothing in this Agreement shall preclude the parties from mutually agreeing to "meet and confer" on any subject within the scope of this Agreement, it is agreed that neither party may require the other party to "meet and confer" on any matter not covered herein or any other matter not within the scope of the representation.

**26. SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently-enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

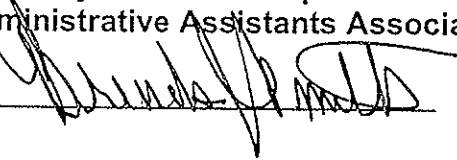
**27. EFFECTIVE DATE AND TERMINATION**

This Agreement shall be effective as of the 1st day of July 2004, and shall remain in full force and effect through June 30, 2008. Negotiations on a new contract shall begin not earlier than one hundred eighty (180) days or not later than ninety (90) days prior to such termination. In the event that a new agreement has not been reached on or before June 30, 2008, this Agreement shall remain in full force and be effective during the period of meeting and conferring.

IN WITNESS WHEREOF, the parties have caused this contract to be signed this 22nd day of November, 2004.

**Monterey Peninsula Airport District  
Administrative Assistants Association**

By: \_\_\_\_\_

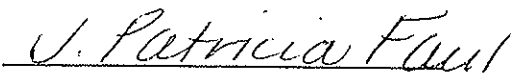


Title: Secretary/Treasurer

Date: November 22, 2004

**Monterey Peninsula Airport District**

By: \_\_\_\_\_



Title: Chair

Date: November 22, 2004