

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into this 28th day of October of 2021, by and between Santa Cruz Regional 9-1-1 Communications Center Joint Power Authority, a public entity formed pursuant to Section 6500 *et. seq.* of the California Government Code (hereinafter referred to as “Employer”), and Amethyst Uchida (hereinafter referred to as “Employee”) (collectively referred to hereafter as the “Parties”).

WHEREAS, Employer wishes to employ the services of Employee and Employee wishes to render services to Employer;

NOW, THEREFORE, in exchange for the mutual promises, covenants and conditions contained herein, the Parties agree as follows:

ARTICLE ONE

TERM OF EMPLOYMENT

1.1 Employment. Employer hereby employs Employee and Employee hereby accepts employment with Employer on conditions hereinafter set forth.

1.2 Term. The term of the Agreement shall begin on October 28, 2021 and shall continue until October 31, 2025 unless terminated as provided by Article Four herein.

1.3 Agreement Renewal. At least ninety (90) days prior to the expiration of this Agreement pursuant to Section 1.2, Employer shall enter into negotiations with Employee for renewal, modification, or extension of this Agreement.

ARTICLE TWO

DUTIES OF EMPLOYEE

2.1 Basic Duties. Employee is hereby employed as the General Manager of the Santa Cruz Regional 9-1-1 Communications Center (“SCR911”). Employee shall do and perform all services, acts, or things necessary to conduct the operations of the Employer in the Employee’s capacity as the General Manager. Employee shall report directly to, and shall serve at the pleasure of, the Board of Directors of Employer.

2.2 Devotion of time to Employer’s Business. Employee shall devote her productive time, ability and attention to the business of the Employer during the term of this Agreement, and agrees, to the best of her ability and experience, to loyally and conscientiously perform all of the duties and obligations either expressly or impliedly required of her by the terms of this Agreement. If Employee wishes to engage in outside employment, it must be at the approval of the Chairperson of the Board. If Employee does engage in outside employment, Employee shall not conduct any non-SCR911 business or employment during paid working hours. If Employee does engage in outside employment, said outside employment shall not exceed 100 hours per year.

2.3 Relationship of Parties. Employee shall at all times be subject to the control and direction of the Board of Directors in the performance of her duties hereunder. Employer reserves the exclusive right to designate which duties the Employee shall perform. Employee shall have no authority to enter into any contracts binding upon Employer or to create any obligation on the part of Employer except as specifically authorized by the Board of Directors of Employer.

ARTICLE THREE

COMPENSATION OF EMPLOYEE

3.1 Basic Salary. As compensation for services rendered hereunder, Employee shall receive a monthly base salary of Twelve Thousand, Seven Hundred Thirty-Four Dollars and Eighty Cents (\$12,734.80) beginning on October 28, 2021. Employee's salary and performance shall be evaluated by the Board of Directors during the Board Meeting scheduled for October 2022 and annually thereafter. Upon a satisfactory or above performance review, the basic salary shall be increased as follows:

3.1.1 5% annual step increase and a 3% Cost of Living Adjustment to Thirteen Thousand, Seven Hundred Seventy-One Dollars and Thirty-Three Cents (\$13,771.33), effective with the first pay period in November 2022; and

3.1.2 5% annual step increase and a 2% Cost of Living Adjustment to Fourteen Thousand, Seven Hundred Fifty Dollars and Sixty-Seven Cents (\$14,750.67), effective with the first pay period in November 2023; and

3.1.3 5% annual step increase and a 2% Cost of Living Adjustment to Fifteen Thousand, Seven Hundred Ninety-Seven Dollars and Sixty Cents (\$15,797.60), effective with the first pay period in November 2024.

3.1.4 The Parties mutually agree that at the expiration of this Agreement, in future negotiations, subsequent salary adjustments may be made at the discretion of the Employer and based upon a satisfactory or above performance review of Employee.

During each salary review of Employee, Employer may take into consideration any salary and benefit increases provided to other Emergency Communications Center employees. Employee understands and agrees that the position of General Manager is a salaried-exempt position and that no overtime pay shall accrue to Employee as a result of any work performed for Employer in excess of forty (40) hours per week.

3.2 Longevity Pay. Employer shall pay as a retention incentive five percent (5%) of Employee's base salary at the beginning of the eighth (8th) year of continuous service with Employer and Employer shall pay as a retention incentive two percent (2%) of Employee's base salary at the beginning of the fifteenth (15th) year of continuous service with Employer.

3.3 Use of Private Vehicle and Travel Reimbursement. Employee will be reimbursed for all business travel according to Authority Policy 350 (Travel).

3.4 Paid Leave. Employee shall accrue paid Vacation, Sick Leave, Administrative Leave at the following rates:

3.4.1 Vacation. Employee shall accrue paid vacation at the rate of twenty (20) days per fiscal year. Upon completion of Employee's twenty-fifth (25th) year of service for Employer, she will accrue paid vacation at the rate of twenty-five (25) days per year.

3.4.1.1 Employee may elect to be paid at her regular rate of pay for unused vacation time up to 40 hours per calendar year, provided that it is paid in the same calendar year it is earned. Employee may choose to predesignate a certain amount of hours (up to 40) in December of each year that she wishes to cash out the following year.

3.4.1.2 Employee's vacation may not accrue in excess of two (2) times her annual vacation hour accrual. However, in the event Employee's vacation is cancelled due to an emergency situation or a paid leave of absence due to an industrial injury where she would exceed her accrual limitation, the accumulation of vacation hours may temporarily exceed the limitation, in which case Employer will make every effort to reschedule cancelled vacations in periods suitable to Employee.

3.4.1.3 If at the separation of Employee's employment with Employer, Employee has unused vacation hours, Employee shall be paid the monetary value for all accumulated but unused vacation leave to the date of separation.

3.4.2 Administrative Leave. Employee shall accrue Administrative Leave at the rate of eighty (80) hours per calendar year.

3.4.2.1 Administrative Leave may not be carried over to any subsequent calendar year if not used in the year of allocation. Any unused administrative leave shall be paid out at the Employee's regular rate at the last pay period of the calendar year.

3.4.2.2 Unused Administrative Leave shall be cashed out if not used within the taxable year of allocation.

3.4.2.3 Employee shall have the option to receive her Administrative Leave as paid time off or additional pay (as based upon her hourly salary rate at the time of pay out), or any combination which does not exceed the total allotment granted for the specific calendar year.

3.4.2.4 If Employee separates employment during a calendar year, Employee will be compensated for Administrative Leave of a prorated basis.

3.4.3 Sick Leave. Employee shall accrue Sick Leave at the rate of one hundred twenty (120) hours per calendar year.

3.4.3.1 Sick leave shall be allowed for non-work related absences due to: the inability of Employee to be present or perform her duties due to a personal illness, off-duty injury or confinement for medical treatment; personal medical or dental appointments which cannot be scheduled outside of regular working hours; the need to be

present during childbirth, surgery, critical illness, injury or death involving members of the immediate family, as defined by Policy No. 1010, Personnel System, paragraph 2.7., for up to forty (40) hours per incident; and/or family sick leave in order to care for a child, parent, spouse, or domestic partner with a serious medical condition for up to sixty (60) hours per calendar year.

3.4.3.2 The maximum accumulation of unused sick leave is set at 1000 hours. Sick leave accumulated in any calendar year in excess of the maximum hours shall be paid at the following rates:

- a. Employee, while she has less than twenty (20) years of service, will receive thirty-three and one-third (33.33%) percent of such excess.
- b. Once Employee reaches (20) years of service or more, she will receive sixty-six and two-thirds (66.66%) percent of such excess.
- c. The balance of such unused sick leave is lost and the sick leave accrual is reduced to 1000 hours on January 1 of each year.

3.4.3.3. When Employee separates employment from Employer, for other than termination for just cause, she may receive a sick leave pay-off at Employee's regular pay rate in accordance with the following:

- a. After ten (10) years of service to the completion of the nineteenth (19) year – Thirty-three and one-third (33.33%) percent of the accumulated sick leave.
- b. For twenty (20) years of service or more - Sixty six and two-thirds (66.66%) percent of the accumulated sick leave.
- c. Upon retirement, Employee may elect to waive this benefit and in lieu thereof receive credit for her unused sick leave towards her continued health benefits through the Public Employee's Retirement System (PERS), if such program is available.

3.4.3.3 Employee may choose the following optional sick leave payout program annually at the end of the calendar year:

<u>Calendar Year Sick Leave Hours Used</u>	<u>Percentage Pay Out of Annual Accrual</u>
70 to 120 hours	0 %
30 to 69 hours	25 %
0 to 29 hours - Employees with less than 20 years of service	33.33%
- Employees with 20 years or more of service	66.66%

If Employee elects this option, the sick leave pay out shall occur in December of each year. All hours cashed out (regardless of compensation percentage) will be deducted from Employee's sick leave balance.

3.5 Employment, Benefit and Compensation Policies. Employer agrees to provide Employee with the benefits set forth below which are consistent with Policy No. 1300, revised July 15, 2021. The Parties acknowledge that these are subject to change at the discretion of Employer, and any such changes will be reflected in an Amendment to this Agreement. The Parties further acknowledge that a revision to Policy No 1300 does not automatically constitute a revision to the benefits Employee receives which are set forth hereinbelow.

3.5.1 Retirement. Employee, an employee with Employer since prior to December 31, 2011, shall participate in the California Public Employee's Retirement System (PERS) 2% @ 55 Plan, without Social Security, single highest year formula. Employee shall be required to pay the 7% employee share of the PERS retirement contributions. In common with all Authority employees, Employee shall contribute an additional 1% of PERS (total of 8%) on a pre-tax basis.

3.5.2 Health. Employer shall contribute to PERS PEMCHA Program or any other PERS offered alternative medical plans approved by Employer. As long as Employee remains an active and eligible and elects to participate in such program, Employer will make the following contributions:

3.5.2.1 For calendar year 2022, Employer will provide the following monthly benefit contributions for Employee as long as she stays active and eligible:

a. CalPERS PEMCHA Contribution

- i. Employee only – Employer shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
- ii. Employee + one dependent – Employer shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
- iii. Employee + two or more dependents - Employer shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.

b. Flexible Benefit Plan Contribution – As long as Employee remains active and eligible, Employer shall credit into a Section 125 Plan (Flexible Benefit Plan) the following monthly amounts based upon the actual election of medical plan and level of coverage by the employee:

- i. Employee only: \$802.33, less the PEMCHA contribution in 13.3.C.a.

- ii. Employee plus one: \$1,639.82, less the PEMCHA contribution in 13.3.C.a.
- iii. Family: \$2,145.86, less the PEMCHA contribution in 13.3.C.a.

3.5.2.2 For calendar year 2023, Employer will provide the following monthly benefit contributions for Employee as long as she stays active and eligible:

- a. CalPERS PEMCHA Contribution
 - i. Employee only – Employer shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
 - ii. Employee + one dependent – Employer shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
 - iii. Employee + two or more dependents - Employer shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
- b. Flexible Benefit Plan Contribution – Employer shall credit into a Section 125 Plan (Flexible Benefit Plan) the following monthly amounts based upon the actual election of medical plan and level of coverage by the employee:
 - i. Employee only: \$832.33, less the PEMCHA contribution in 13.3.C.a.
 - ii. Employee plus one: \$1,689.82, less the PEMCHA contribution in 13.3.C. a.
 - iii. Family: \$2,195.86, less the PEMCHA contribution in 13.3.C.a.

3.5.2.3 For calendar year 2024, Employer will provide the following monthly benefit contributions for Employee as long as she stays active and eligible:

- a. CalPERS PEMCHA Contribution
 - i. Employee only – Employer shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
 - ii. Employee + one dependent – Employer shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
 - iii. Employee + two or more dependents - Employer shall contribute the PEMCHA minimum as determined by

CalPERS on an annual basis.

- b. Flexible Benefit Plan Contribution – Employer shall credit into a Section 125 Plan (Flexible Benefit Plan) the following monthly amounts based upon the actual election of medical plan and level of coverage by Employee:
 - i. Employee only: \$872.33, less the PEMCHA contribution in 13.3.C.a.
 - ii. Employee plus one: \$1,739.82, less the PEMCHA contribution in 13.3.C. a.
 - iii. Family: \$2,245.86, less the PEMCHA contribution in 13.3.C.a.

3.5.2.4 Employee is responsible for payment of any costs in excess of the maximum Employer contribution.

3.5.2.5 If Employee elects to opt out and/or refuse all health benefits described in Section 3.5.2, she will be compensated \$200.00 per month upon providing proof of alternate health benefit coverage.

3.5.3. Retiree Health Care. If Employee retires through CalPERS, she may enroll in CalPERS health plan as provided under the Public Employees' Medical & Hospital Case Program (PEMCHA). Employer shall contribute as follows:

3.5.3.1 If Employee retires with 0-5 years of service with Employer, she is entitled to receive the PEMCHA Minimum Only.

3.5.3.2 If Employee retires with 6+ years of service with Employer or transition time under Policy 1051, each additional year of service will result in an increased benefit with a cap of \$500 for 20 or more years. Specific benefit amounts are shown in Policy 1300, Attachment #1 which will be modified on an annual basis when the PEMCHA minimum is determined. The current formula for Attachment #1 is: $((\$500 - \text{PEMCHA Min}) / 15) + \text{the amount for one less year of service.}$

3.5.3.3 The Parties acknowledge that this Agreement does not guarantee continued medical insurance coverage upon or after the expiration of this policy for retirees, their dependents, or their survivors. Employer reserves the right to make modifications to retiree medical coverage, including termination of coverage.

3.5.4. Dental, Vision, Life Insurance and Long Term Disability. Employee is eligible for long term disability insurance, group term life insurance, dental care benefits, and vision care benefits as follows:

3.5.4.1 Long Term disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan administered by the Santa Cruz County Personnel Department,

Benefits Division.

3.5.4.2 Group term life insurance coverage of \$50,000 per employee.

3.5.4.3 Dental care benefits as provided to Authority employees via the Santa Cruz County Personnel Department, Benefits Division.

3.5.4.4 Vision care benefits as provided to Authority employees by the Vision Service Plan (VSP) as administered by the Santa Cruz County Personnel Department, Benefits Division.

ARTICLE FOUR

TERMINATION OF EMPLOYMENT

4.1 Voluntary Termination. Either party hereto may terminate this Agreement by providing the other party with thirty (30) days written notice of such intention to do so. Termination of this Agreement by Employer under this Section or Section 4.2 must be supported by a majority vote of the Board of Directors of Employer. In the event that Employer voluntarily terminates this Agreement, Employee shall receive six (6) month's salary as severance pay upon her last day of employment.

4.2 Termination for Cause. If Employee willfully breaches the duties which she is required to perform under the terms of this Agreement or exhibits gross misconduct detrimental to the operation of the business of Employer, as determined in the sole discretion of Employer, Employer may, at its option, terminate this Agreement by giving written notice of termination to Employee, and such termination will be effective immediately upon receipt of the notice of termination. If Employee is terminated for cause, Employee shall not be entitled to severance pay but will receive one month's salary in lieu of notice.

4.3 Effect of Termination on Compensation. In the event of termination of this Agreement, Employee shall be entitled to the compensation described in Article Three, Section 1 earned up to the date of termination, computed pro rata, as well as any accrued vacation pay, administrative pay, sick leave pay, and any additional notice or severance pay as provided in this Article.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.1 California Law. This Agreement and the rights and obligations of the parties shall be construed, interpreted, and enforced pursuant to the laws of the State of California, except that this Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to, or aid of, Section 1654 of the California Civil Code.

5.2 Severability. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, it is the specific intent of the parties that such


provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all the other provisions of the Agreement and all other applications of such provisions shall not be affected thereby.

5.3 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and there are no agreements, understandings, restrictions, representations, or warranties among the parties other than those set forth herein or herein provided for. This Agreement may not be changed orally but only by written amendment signed by the parties.


IN WITNESS WHEREOF, the parties have executed this Agreement in the City of Santa Cruz, State of California, on this 28th day of October, 2021.

EMPLOYER:
SANTA CRUZ REGIONAL 9-1-1
COMMUNICATIONS CENTER
JOINT POWERS AUTHORITY

By: 
AFDB6FAF889C445...
Matt Huffaker, Board Chairperson

EMPLOYEE:
By: 
Amethyst Uchida

APPROVED AS TO FORM:

By: 
493E7B335473418...
Attorney for the Santa Cruz Regional 9-1-1
Communications Center
Joint Powers Authority.