

MEMORANDUM OF UNDERSTANDING

Scotts Valley Fire Protection District

and

Chief Officers

July 1, 2017 – June 30, 2020

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MEMORANDUM OF UNDERSTANDING

Chief Officers

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Article I. PREAMBLE

This Memorandum of Understanding (MOU) is an employment agreement between the Scotts Valley Fire Protection **District (District)** and the Battalion Chiefs (**Chief Officers**) of the Scotts Valley Fire Protection **District**. The purpose of this MOU is to establish compensation and benefits for the **Chief Officers**.

This Memorandum of Understanding is subject to Sections 3500-3510 of the Government Code of the State of California.

Article II. DEFINITIONS

CalPERS – California Public Employees Retirement System – an IRS 401(a) defined benefit retirement plan.

Chief Officers – The Battalion Chiefs of the Scotts Valley Fire Protection **District**, as qualified and designated in accordance with and **District Policy 1703**.

District – The Scotts Valley Fire Protection **District** formed in 1958, under the California Health and Safety Code.

PEMHCA - Public Employees' Medical and Hospital Care Act – The PEMHCA authorizes the Board of Administration of the Public Employees' Retirement System to contract with carriers for health benefit plans for employees and annuitants, as defined.

PEPRA - The California Public Employees' Pension Reform Act (PEPRA), which took effect in January 2013, changes the way CalPERS retirement and health benefits are applied, and places compensation limits on members.

Article III. 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 IV. 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

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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 V. RULES AND REGULATIONS

Pursuant to State law, the parties acknowledge the **District's** right to promulgate reasonable rules, regulations, policies, and standard operating procedures. The **Chief Officers** agree to uphold and adhere to rules, regulations, and standard operating procedures. Both parties agree that rules, regulations, and policies effecting wages, hours, and other terms and conditions of employment shall be subject to the grievance procedure only in so far as a violation of the rules and regulations by the **District** occurs.

Any new or revised rules, regulations, or standard operating procedures developed by the **District** shall be subject to the meet and confer process in so far as they affect wages, hours and other terms and conditions of employment.

Article VI. QUALIFICATION & ASSIGNMENT

Section 6.01 Qualification

Battalion Chief 1: Shall meet all requirements of **District** Policies 1703, Battalion Chief Job Description and 1505, Career Development Guide, and shall pass the associated testing process.

Battalion Chief 2: Shall successfully complete of one year as Battalion Chief 1, and shall meet all requirements of **District** Policies 1703, Battalion Chief Job Description and 1505, Career Development Guide, and shall pass the associated testing process.

Battalion Chief 3: Requires the successful completion of one year as Battalion Chief 2, shall meet all requirements of **District** Policies 1703, Battalion Chief Job Description and 1505, Career Development Guide, and shall pass the associated testing process. Employees at the rank of Battalion Chief 3 shall complete 12 hours of continuing education each fiscal year; with courses approved by the Fire Chief. Employees who fail to complete requisite education will revert to the next lower position until requisite education is complete. Upon completion of requisite education the member shall be restored to the former step. Time at the lower step shall not be eligible for retroactive pay upon restoration to higher step.

Section 6.02 Duty Assignment

The Fire Chief shall assign **Chief Officers** work hours and duty tours as follows:

The **Chief Officers** shall work an average of fifty-six (56) hours per week, which represents a 48/96 work schedule.

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Specific shift assignments will be made by the Fire Chief.

Chief Officers will be responsible for duty chief coverage on a 24-hour per day basis. This responsibility will be spread evenly between three positions.

Section 6.03 Assignment Provisions

(a) Uniforms & Equipment

The **District** will provide the **Chief Officers** with all **District**-required uniform elements and equipment.

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

All issued uniform items are the property of the **District** and will be returned to the **District** or paid for by the **Chief Officers** upon separation.

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.

(b) Vehicle

The **District** will provide the **Chief Officers** with a vehicle for the purpose of conducting **District** business and duty chief coverage.

All expenses for the operation and maintenance of the vehicle shall be borne by the **District**.

Article VII. COMPENSATION

Section 7.01 Salary

The **District** agrees to the salary rates reflected in the attached Salary Schedule (ATTACHMENT A) for the term of July 1, 2017 to June 30, 2020.

The **District** agrees to maintain a minimum 15% pay step between Captain 3 and Battalion Chief 1, throughout the term of this MOU.

Section 7.02 Overtime

These positions are considered management positions and are exempt employees under the Fair Labor Standards Act.

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Incident responses occurring other than scheduled hours shall be compensated at time and a half including overhead mutual aid assignments.

Normal meetings, such as monthly Board meetings, staff meetings and meetings within the scope of the assignment are not compensated and are considered as part of the job.

When additional off duty time is required for shift duty chief coverage, (for sick leave, workers compensation or vacation coverage beyond normally assigned coverage), the covering **Chief Officer** will be compensated at time and a half.

Callback of **Chief Officers**, to fill vacant shifts resulting from Vacation, Sick Leave, Educational Time Off, Workers' Compensation, Strike Team assignment, or other vacancies not stated, will be offered to **Chief Officers** first. In the event no **Chief Officers** are available for callback, an acting duty chief may be utilized.

Duty Chief movement shall not be restricted as long as the Duty Chief/Acting Duty Chief remains in close proximity to his/her assigned command vehicle, and within 15 minutes of travel to the District boundary.

Section 7.03 Management Incentive Pay

The **District** will provide Management Incentive Pay to each **Chief Officer**, in accordance with **Table** below, beginning with the July 1, 2017 pay period. Management Incentive Pay shall be paid pro-rata over the 26 pay periods.

Table

| Starting | Amount per 2-wk period | Annual Amount |
|----------|------------------------|---------------|
| 7/1/17 | \$375 | \$9,750 |
| 7/1/18 | \$400 | \$10,400 |
| 7/1/19 | \$425 | \$11,050 |

This amount will not be considered part of the employee's base pay for purposes of calculating hourly rate or other related payroll calculations; however the entire amount will be reported to CalPERS as compensation

Article VIII. LEAVES

Section 8.01 Flextime

Chief Officers shall be allowed to accrue Flextime for miscellaneous duties, not otherwise compensated (e.g. meetings, training etc.), at the discretion of the Fire Chief.

Chief Officers may utilize Flextime off only between the hours of 0700 and 1700, with approval of, and assumption of duty coverage by, the Fire Chief; provided there is no financial or operational impact to the **District**.

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Section 8.02 Vacation

Vacation leave is a leave of absence with pay granted to **Chief Officers** under full-time employment of the **District**. This leave shall be granted based on the number of hours accumulated by the **Chief Officers**. The following also applies to vacation leave:

(a) **Accrual**

Chief Officers shall accrue vacation leave in accordance with **Table** below.

Table

| Years of continuous service* (inclusive) | Vacation Accrual (2 week pay period) | 24 Hr Shifts per Yr. | Maximum Accrual (hrs) |
|--|--------------------------------------|----------------------|-----------------------|
| 0-5 | 5.54 | 6 | 192 |
| >5-10 | 8.31 | 9 | 264 |
| >10-15 | 11.08 | 12 | 360 |
| >15-20 | 12.00 | 13 | 384 |
| >20 | 12.92 | 14 | 408 |

*complete years, as calculated from date of hire

(b) **Approval**

Vacation Leave shall be taken as approved by the Fire Chief.

Chief Officers are eligible to take whatever vacation hours he/she has on the books, plus vacation hours earned through the end of the month preceding vacation.

Chief Officers 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.

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, until completion of the probationary period.

Exceptions to Section VI, letters A and C must be requested in writing and submitted to the Fire Chief. The decision of the Fire Chief shall be final.

(c) **Accrued Vacation Buy Back**

The District agrees to buy back up to 72 hours of vacation, in 24-hour increments, at the employee's straight time rate, once per year. An employee must submit a written request, by November 30th of each year and specify 24, 48 or 72 hours. Said Buy Back of Vacation Time will be paid on the second pay period in December. Paid Vacation Time will be deducted from the employee's accrued vacation balance.

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Section 8.03 Sick Leave

Sick leave is hereby defined to mean the absence from duty of an officer or employee because of illness, injury, or exposure to a contagious disease not otherwise considered a Worker's Compensation matter.

(a) Accrual

Chief Officers shall accrue 11.08 hours of sick leave (without loss of pay) for each two-week period. Sick leave may accrue without limit..

(b) Buyback

Each employee who has had five (5) years full-time 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 accumulated during the portion of the year he/she was eligible, subject to the following conditions:

- (i) To be paid, the employee shall have used no more than 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.
- (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 8.04 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

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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 "Sick Leave Buy Back"

Article IX. BENEFITS

Section 9.01 Healthcare

The District agrees to provide medical, dental and life insurance through a cafeteria plan.

(a) Medical Insurance

- (i) The District has elected to contract with the CalPERS to provide active employees and retirees with medical insurance coverage through the PEMHCA medical plans to.
- (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 CalPERS an amount of money on behalf of the active employee and his or her eligible dependents. The District paid amount, when combined with the MEC, shall be the equivalent of 97% of the monthly premium cost of the Bay Area PERS Choice PPO plan as the maximum allowable premium amount.
- (iv) The Chief Officers shall have the ability to choose any District-sponsored health plan up to the maximum allowable premium amount.
- (v) If a Chief Officer chooses a plan that exceeds the cost of the allowable premium amount, he/she shall pay the additional premium.

(b) Post Employment Health

- (i) Upon retirement, the District shall continue to fund the MEC established by the PEMHCA. The retiree may participate in the then current District-sponsored health care plan with the balance of the premium to be funded by the retiree.
- (ii) Upon a service retirement, prior to December 31, 2020, the District agrees to provide a monthly medical insurance allowance to the retired Chief Officer using the following formula:
 - Sick Leave Balance at retirement, prior to hours applied to PERS Section 20965, divided by 240 hours equals the total number of monthly payments.

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- (iii) The **District** agrees to pay a monthly allowance on behalf of the retired **Chief Officer** when combined with the MEC (CalPERS Minimum Employer Contribution) shall be the equivalent to the currently negotiated percentage of the monthly single premium cost of the Bay Area PERS Choice PPO plan.

Section 9.02 Life Insurance

The **District** agrees to pay the full cost of a \$75,000 term life insurance policy for each **Chief Officer**. The carrier shall be selected by the District.

Section 9.03 Dental Plan

The **District** shall pay 100% per month during the term of this agreement toward the **District** sponsored dental plan. Said plan shall cover **Chief Officer** and his/her qualified dependents

Section 9.04 Public Employees Retirement System (CalPERS)

(a) Classic Employees

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

The **Chief Officers** are classified as local firefighter members in accordance with Section 20433 of said Retirement Law and are provided benefits under Section 21363.1 of the California Government Code, 3% at age 55 Full.

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 of 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:

- 2.7% at age 57; 3 year final compensation

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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.
Through June 30, 2105 = 11.5% of Reportable Compensation

Article X. SAVINGS CLAUSE

If any article or Section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of 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 **Chief Officers** 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 XI. 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.

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Article XII. SIGNATURES

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the **Chief Officers**, 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 employees.

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

 9-16-17

Ron Whittle,
Battalion Chief
Scotts Valley
Fire Protection District

Date



Daron Pisciotta,
Board Negotiator
Scotts Valley
Fire Protection District

Date

 9-16-17

Tim Theilen,
Battalion Chief
Scotts Valley
Fire Protection District

Date

 9-15-17

Jeff McNeil,
Battalion Chief
Scotts Valley
Fire Protection District

Date

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ATTACHMENT A

Salary Schedule

| Start Date | 9/24/2016 | 7/1/17 | 7/1/2018 | 7/1/2019 |
|-------------------|----------------------|-----------|-----------|-----------|
| End Date | 6/30/2017 | 6/30/2018 | 6/30/2019 | 6/30/2020 |
| Position | 16/17 Contract Basis | +4% | +3% | +3% |
| Battalion Chief 1 | \$11,491 | \$11,951 | \$12,309 | \$12,678 |
| Battalion Chief 2 | \$11,836 | \$12,309 | \$12,679 | \$13,059 |
| Battalion Chief 3 | \$12,191 | \$12,679 | \$13,059 | \$13,451 |

Figures reflect monthly base pay rounded to nearest whole dollar

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