

**MEMORANDUM OF UNDERSTANDING**

**Scotts Valley Fire Protection District**

**and**

**IAFF Local 3577**

**July 1, 2017 – June 30, 2020**

**Contents**

Article I. PREAMBLE.....1

Article II. DEFINITIONS .....1

Article III. RECOGNITION.....1

Article IV. PREVAILING RIGHTS.....2

Article V. RESERVATION OF MANAGEMENT RIGHTS .....2

Article VI. RULES AND REGULATIONS.....2

Article VII. SHIFT HOURS, STAFFING AND OFF-DUTY RESPONSE .....3

    Section 7.01 Staffing.....3

    Section 7.02 Call-Back, Off Duty Response, Overtime.....3

Article VIII. EDUCATION.....4

    Section 8.01 Educational Time-Off (ETO).....4

        (a) Approval .....4

    Section 8.02 Continuing Education Reimbursement .....4

Article IX. COMPENSATION.....4

    Section 9.01 Salaries.....4

    Section 9.02 Pay Rate Calculation.....5

    Section 9.03 Uniform Allowance.....5

    Section 9.04 Work Out of Classification .....5

        (a) Acting Captain Differential.....5

        (b) Acting Battalion Chief .....6

    Section 9.05 Paramedic Program .....6

        (a) Qualification Standards.....6

        (b) Program Participation .....6

        (c) Paramedic Training.....7

    Section 9.06 Hazardous Materials Assignment .....7

    Section 9.07 Administrative/Staff Captain .....7

Article X. LEAVES.....8

    Section 10.01 Vacation.....8

        (a) Accrual.....8

        (b) Approval .....8

        (c) Short Term Vacation.....9

        (d) Accrued Vacation Buy Back.....9

    Section 10.02 Sick Leave .....9

        (a) Accrual.....9

        (b) Buy Back.....9

    Section 10.03 Bereavement .....10

Article XI. BENEFITS .....10

    Section 11.01 Healthcare.....10

        (a) Medical Insurance.....10

        (b) Post Employment Health .....11

    Section 11.02 Life Insurance.....11

    Section 11.03 Dental Plan .....12

    Section 11.04 Public Employees Retirement System (CalPERS) .....12

        (a) Classic Employees .....12

        (b) Public Employment Pension Reform Act (PEPRA).....12

Article XII. SAVINGS CLAUSE .....13

Article XIII. GRIEVANCE PROCEDURE .....13

Article XIV. TERM OF AGREEMENT .....13

Article XV. SIGNATURES .....14

ATTACHMENT A.....A

**IAFF Local 3577**  
July 1, 2017 – June 30, 2020

**Article I. PREAMBLE**

This agreement is entered into by and between the Scotts Valley Fire Protection **District**, hereinafter referred to as **District**, and the Scotts Valley Firefighters I.A.F.F. Local 3577, consisting of Captains, Engineers and Firefighters, hereinafter referred to as **Union**.

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 IRS401(a) defined benefit retirement plan,*

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

**Employee** – *Persons employed on a full time basis by the Scotts Valley Fire Protection District*

**ETO** – *Educational Time Off*

**FLSA** – *Fair Labor Standards Act - The FLSA establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local governments.*

**Member** – *An employee of the Scotts Valley Fire Protection District represented by the International Association of Firefighters (I.A.F.F.) Local 3577 (Union).*

**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.*

**Union** – *The collective bargaining unit consisting of Firefighters, Captains, and Engineers – Local 3577 affiliate of the International Association of Firefighters (I.A.F.F).*

**VEBA** - *Voluntary Employee Benefit Association, administered by California Government Voluntary Employee Benefit Association (CALGOVEBA). The VEBA is a savings program contracted to help employees plan for post employment healthcare expenses.*

**Article III. RECOGNITION**

For purposes of this agreement, “Employees” refers to persons employed on a full-time basis by the **District**. Membership in the **Union** is voluntary to all employees except that the Fire Chief,

**IAFF Local 3577**  
July 1, 2017 – June 30, 2020

Chief Officers, Fire Marshal, non-sworn personnel, Paid Call Firefighters and Directors are not “employees” nor eligible for membership. The **District** hereby recognizes that, for purposes of bargaining with respect to wages, hours and working conditions, the **Union** is the sole and exclusive representative of all **Union** members within the **District**.

**Article IV. 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 V. 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.

With respect to job classifications, the **District** agrees to meet and confer only if the **District** intends to modify the minimum requirements for Engineer, Fire Captain, or education requirements for Firefighter I or Firefighter II or Firefighter III.

**Article VI. 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 **Union** agrees that its members shall comply in full with these rules and 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 VII. SHIFT HOURS, STAFFING AND OFF-DUTY RESPONSE**

**Section 7.01 Staffing**

The **District** and the **Union** agree that staffing levels are directly related to the safety of personnel and level of service that the **District** is able to provide. The **District** and the **Union** endeavor to work closely to provide the best possible service while providing for the safety of personnel. The **District** will comply with the OSHA requirements for “2 in, 2 out” for entry into environments that are Immediately Dangerous to Life and Health (IDLH).

On-duty company staffing will be two (2) companies, typically one at each station. On-duty staffing will be no less than two (2) qualified personnel per company, one of whom shall be a Captain or Acting Captain and a minimum of Firefighter 2. The minimum number of companies shall be set by the **District**. A company is defined as a staffed response resource typically assigned to a fire station ready to respond to incidents.

The Administrative/Staff Captain position will not be used to replace minimum company staffing due to Vacation, Sick Leave, Workers Compensation or Educational Time Off, during their 4/10 work schedule.

The **District** needs to retain the flexibility for unusual and/or disaster circumstances for purposes of off duty response when the primary companies are committed. Specific assignments for response will be made by the Fire Chief or his/her designee, taking into account the nature of the response, safety of personnel and need for additional response resources.

While this section establishes minimum levels of company staffing, the **District** may exceed the minimum staffing levels to provide a higher level of service.

**Section 7.02 Call-Back, Off Duty Response, Overtime**

To ensure an orderly call back procedure, there shall be maintained available to the company officer on duty, a call back list prepared by the fire chief showing names and telephone numbers of employees and stating the order in which they should be called.

Overtime will be offered to the employee consistent with the policies and procedures as outlined in SOP 1401. Off-duty response hours will be paid at 1½ times the employee’s regular hourly rate, regardless of other hours worked.

The minimum time paid for incident activity or potential incident activity will be 40 minutes reimbursed by cash payment at 1½ times the employee’s regular hourly rate. Personnel who respond to an incident while off-duty shall be compensated for an off-duty response upon being dispatched. Hours worked by an employee as call back to fill a shift assignment, shall be reimbursed by cash payment at 1½ times the employee’s regular hourly rate of pay with a two-hour minimum.

All overtime shall conclude upon release from duty, and shall be paid at 1½ times an employee’s regular rate of pay for the time actually worked in compliance with the FLSA.

**IAFF Local 3577**  
July 1, 2017 – June 30, 2020

The Administrative/Staff Captain is eligible for call back, off duty response and overtime. Off-duty response hours will be paid at 1 ½ times the employee's regular hourly rate.

All employees are subject to mandatory recall in times of emergency.

**Article VIII. EDUCATION**

**Section 8.01 Educational Time-Off (ETO)**

Each employee will be granted up to thirty (36) hours of ETO per fiscal year. The purpose of the time is for job related classes as approved by the fire chief or his/her designee. The Fire Chief, or his/her designee, will have the ability to deny or authorize requests based on fiscal impacts, operational impacts and the specific request. Payment of FLSA for hours used for ETO will be evaluated based upon current law outlining the job related benefits of the classes taken.

**(a) Approval**

Use ETO shall be subject to the approval of the Fire Chief, as specified in **Section 10.01(b)**. Once granted ETO shall not be rescinded, except in the case of emergency. In the event that ETO is rescinded, the **District** will be responsible for reimbursing the employee for any related expenses.

**Section 8.02 Continuing Education Reimbursement**

Each employee will be granted an education expense reimbursement each fiscal year, in the amount of \$1,000, regardless of rank.

The **District** will reimburse employees for expense that the Fire Chief approves that are associated with job related training that the Fire Chief approves for educational time-off or for any other job related training. The employee must attend and/or complete the educational program associated with the training to be entitled to education expense reimbursement.

**Article IX. COMPENSATION**

**Section 9.01 Salaries**

Monthly base salaries shall be in accordance with ATTACHMENT A.

Movement from one pay step to the next in the series is subject to the employee successfully passing a **District** designed and administered test.

Members in top step Captain, Engineer and Firefighter category shall complete 12 hours of qualifying fire service education each fiscal year, relative to their position. Online training such as found on Target Solutions is acceptable, provided it is not considered mandatory training. Members must provide proof of successful completion, with passing grade, and the number of training hours. Members who fail to complete requisite education will revert to the next lower pay step until requisite education is complete. Upon completion of requisite education the member shall be restored to the former pay step. Time at the lower step shall not be eligible for retroactive pay upon restoration to higher step.

**Section 9.02 Pay Rate Calculation**

For purposes of administering this MOU, except where otherwise indicated, the following standard rate calculations will apply:

- Base rate = monthly base + monthly differential(s)
- Annual rate = Base rate x 12
- Biweekly pay period rate = Annual rate ÷ 26
- Hourly rate for 24 hour shift = Biweekly rate ÷ 112 (2 x 56 hour weeks)
- Per shift rate, 24 hour shift = Hourly rate x 24

**Section 9.03 Uniform Allowance**

The **District** will provide employees with all **District** required uniform elements and equipment. The **District** will also provide uniform and equipment replacements, and provide for uniform maintenance and cleaning 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 and cleaning 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 Employee upon Employee termination.

**Section 9.04 Work Out of Classification**

The **District** and the **Union** agree that it is desirable that a highly trained, professional fire prevention and fire suppression force should be developed and maintained. To that end, it is agreed that Employees should be well trained for the work they are expected to perform and that no employee should be ordered to do work for which he/she is not qualified or which is not, in the judgment of the Fire Chief, related to the **District's** responsibilities with respect to fire prevention or suppression, including improvement or maintenance of the **District's** property.

The fire chief or his/her designate shall be responsible for appointing personnel to acting positions, except in cases of emergency, when the duty-chief may do so.

**(a) Acting Captain Differential**

If an employee meets the requirements of the **District's** Career Development Policy, he or she shall be paid for the time served as an acting captain as if he or she had been promoted to the grade of Captain.

**(b) Acting Battalion Chief**

If an employee meets the requirements of the **District's** Career Development Policy, he or she shall be paid for the time served as an acting battalion chief as if he or she had been promoted to the grade of Battalion Chief.

**Section 9.05 Paramedic Program**

The **District** will pay a Paramedic incentive of 10% of Firefighter 2 base pay for all Firefighters and Engineers working as Paramedics. Fire Captains who maintain Paramedic licensure following promotion to Fire Captain will be paid a differential of 3% of Firefighter 2 base pay. Fire Captain Paramedics may revert to Fire Captain at any time.

**(a) Qualification Standards**

Employees with a Classification of Firefighter 1, Firefighter 2, Firefighter 3, Engineer 1, Engineer 2 and Engineer 3 shall be eligible for the Paramedic program. Paramedics promoted to the rank of Fire Captain may maintain Paramedic licensure upon promotion to the Fire Captain position. The Fire Captain Paramedic will not be assigned as the only Paramedic on a company, except under extreme circumstances.

All employees working as Paramedics under the **District** program shall be accredited, must maintain all required certifications, and complete all related training and reviews including a State license and Santa Cruz County Emergency Medical Technicians Paramedic accreditation. All Paramedics are subject to clinical review by the Santa Cruz County Emergency Medical Director and Quality Assurance oversight by a **District** representative. Paramedics are responsible for maintaining all necessary standards and may be removed from the Paramedic program and/or subject to any other disciplinary action for failure to maintain Paramedic standards.

**(b) Program Participation**

All employees, working as Paramedics must stay in the Paramedic program until promoted to Captain, attrition permits their position to be filled, or the **District** is able to train or hire a replacement. Paramedics may stay in the program after promotion to Captain until the **District** fills their Paramedic position.

Paramedics may request to be relieved from the Paramedic program to revert to a position as a Firefighter, Engineer or Captain, depending upon their current rank, but may not leave the Paramedic program until the **District** has obtained a replacement. The original eight (8) employees qualified to become Paramedics at the time of implementation of the **District's** Paramedic program on January 1, 2003 will revert to a position as a Firefighter, Engineer or Captain, depending upon their current rank, if they are disqualified from the Paramedic program or request to leave the program. However, all subsequent Paramedics are subject to disciplinary action up to and including termination if they are disqualified or request to leave the Paramedic program.

**(c) Paramedic Training**

The **District** will provide continuing education to assist Paramedics in maintaining the Paramedic qualification standards. Paramedics must obtain permission from the **District** to attend any training related to maintaining Paramedic standards that is not provided by the **District** itself. The **District** will pay the costs for this training, which shall not count against Paramedics' education expense reimbursement entitlement, as specified by **Article VIII**. The **District** will also pay overtime compensation if necessary for Paramedic training.

**Section 9.06 Hazardous Materials Assignment**

Upon administrative assignment, unit members assigned Haz-Mat duties established by the Fire Chief shall receive additional compensation of 5% of their base salary while so assigned (not to exceed \$475 per month). Removal from this administrative assignment shall not be cause for a grievance nor be considered disciplinary action.

**Section 9.07 Administrative/Staff Captain**

The Administrative/Staff Captain is an administrative assignment by the Fire Chief. Removal from this assignment shall not be cause for a grievance nor be considered disciplinary action.

The Administrative/Staff Captain will be scheduled to work a 4/10 work schedule (Tuesday through Friday 0700-1700 hours) but will remain on an FLSA twenty-four day 7(k) work period with a regular hourly rate calculated as if he/she is assigned to 24 hour shifts (= Biweekly rate ÷ 112).

The Administrative/Staff Captain shall receive compensation of 4% over current base salary (Captain 1, 2 or 3), before differentials, while so assigned. Differential compensation for the Administrative/Staff Captain shall not exceed five hundred dollars (\$500) per month.

The Administrative/Staff Captain position will not be used to replace minimum company staffing due to Vacation, Sick Leave, Workers Compensation or Educational Time Off, during their 4/10 work schedule.

The Administrative/Staff Captain is eligible for call back, off duty response and overtime. Off-duty response hours will be paid at 1 ½ times the employee's regular hourly rate.



**IAFF Local 3577**  
July 1, 2017 – June 30, 2020

**Article X. LEAVES**

**Section 10.01 Vacation**

**(a) Accrual**

All employees of the **District** shall accrue vacation at rates determined by years of service, workweek, and seniority.

- (i) Accrual rates shall be as indicated by **Table 1**. Vacation accrual stops upon reaching the specified maximum accrual and will commence once vacation hours drop below the maximum accrual.

**Table 1**

| 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

- (ii) Except in cases of emergency, an employee may not work for the **District** for pay during his/her vacation.
- (iii) An employee who becomes ill or is hospitalized while on vacation and provides a written statement from his/her physician may have the period of the illness charged against sick leave and not vacation.

**(b) Approval**

Use of vacation/ ETO shall be subject to the approval of the Fire Chief, as follows:

- (i) Up to two (2) people per shift may be off on vacation / ETO under the following conditions:
- 1) All requests for vacation / ETO leave for the first person per shift shall be submitted in writing no less than 96 hours prior to the start of the requested leave. The first leave request will be granted regardless of other members who may be on sick leave or workers' compensation leave.
  - 2) All requests for vacation / ETO leave for the second person per shift shall be submitted in writing no less than 14 days prior to the start of the requested leave. In the event that there is anyone else off, on any form of leave, at any time up to 14 days before the requested leave, the Fire Chief may in his/her discretion grant or deny the leave request.

**IAFF Local 3577**  
July 1, 2017 – June 30, 2020

**Exception:** A person may submit a request for vacation / ETO leave with less than 96 hours, or less than 14 days (whichever applies). However, such requests shall only be granted or denied by the Fire Chief or his/her designee.

- (ii) All requests for vacation / ETO leave, for the Administrative/Staff Captain, must be submitted in writing and approved by a Chief Officer.

**(c) Short Term Vacation**

Requests for short-term vacation (less than a 24-hour shift) shall be a minimum of two (2) hours. Short-term vacation between 07:00 and 17:00 hours will be limited to a maximum of 12 hours per calendar year. Short-term vacation between 17:00 and 07:00 will not have a maximum. The Fire Chief or his/her designee will evaluate the impacts of the request based on the specific request, fiscal impacts, and operational considerations. The fire chief will then authorize or deny the request based on the considerations. Short-term vacation requests shall be submitted in writing in less than ~~108~~ hours of the intended date of use.

96 DAF  
DLP

**(d) 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.

The Department of Labor, which administers the Fair Labor Standards Act (FLSA), has opined that vacation buy-back is not included in the FLSA regular rate of pay. Therefore, the **District** will not include these payments in the regular rate of pay.

**Section 10.02 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 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) per two-week pay period. Sick leave may accrue without limit.

**(b) Buy Back**

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 employee who has reached the beginning of their 6th year during the calendar year of accrual, shall be compensated a pro-rated amount. Each year, on or after the January 1st following the calendar year of accrual, each eligible employee shall be

**IAFF Local 3577**  
July 1, 2017 – June 30, 2020

paid for 10% of his/her sick leave hours accumulated during the portion of the year he/she was, 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. The compensation rate used shall be double (two times) the employee's average hourly rate, exclusive of overtime pay received during the year of accrual. All such payment shall be made within thirty-one (31) days of the last day of each year.
- (ii) 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 employees in the event of a qualifying absence; any balances remaining at separation shall be applied to P.E.R.S. Section 20965 (Unused Sick Leave Credit).

**Section 10.03 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 10.02(b)** "Sick Leave Buy Back"

**Article XI. BENEFITS**

**Section 11.01 Healthcare**

**(a) Medical Insurance**

- (i) The District has elected to contract with CalPERS to provide active employees and retirees with healthcare coverage through the PEMHCA medical plans.
- (ii) As required by PEMHCA, the District shall pay directly to CalPERS 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 dependants. 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.

**(b) Post Employment Health**

- (i) The District agrees to establish a Voluntary Employee Benefit Association (VEBA) through the California Government Voluntary Employee Benefit Association (CALGOVEBA), which is intended to assist employees with planning for retirement health care expenses. All employees who are members of the Union are eligible to participate in the VEBA. Union employees' participation in the VEBA is mandatory and irrevocable, except as otherwise provided in this sub-section.
- (ii) The District agrees to contribute \$3,000 per year, per employee, on a pro-rated basis for post-employment health care. This contribution will be \$115.38 per pay period ( $\$3,000 \div 26$  pay periods per year) beginning with the pay period start date of December 31, 2016.
- (iii) The District's contributions shall be irrevocably paid to the California Government Voluntary Employee Benefit Association 501(c)(9) Trust. BAA Capital Advisors Inc. is the Trust Administrator.
- (iv) The Union agrees to indemnify and hold the District harmless against any claims, lawsuits, demands, penalties, or liability of any kind whatsoever, that may arise against the District from the employee's participation in the VEBA, including taxes and liabilities relating to the VEBA's exempt status as a 501(c)(9) trust.
- (v) Employees may form sub groups divided by rank or years of service. The sub groups can determine the % of vacation balance transfer to the VEBA at retirement. Sub groups can be added, deleted, or changed annually by the Union. Two employees shall be the minimum for a sub group. Sub groups will have the option to allocate 0%, 50% or 100% of their vacation balance to the VEBA at retirement. For employees not in a sub group, the first employee to retire during the calendar year will determine the vacation allocation percentage to VEBA for that calendar year.
- (vi) Employees may not contribute to the trust, other than the vacation balance transfer at retirement.
- (vii) Employees who are Military Veterans are not required to participate in the VEBA and for those who choose not to, the District agrees to contribute \$3,000 per year on a pro-rated basis to the District's qualified 457 plan. This contribution will be \$115.38 per pay period ( $\$3,000 \div 26$  pay period per year).
- (viii) Upon retirement, the District shall continue to contribute the MEC (Minimum Employee Contribution) established by the PEMHCA. The retiree may participate in the then current District-sponsored health care plan. Any premium balance remaining for the plan selected by the retiree shall be funded by the retiree.

**Section 11.02 Life Insurance**

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

**Section 11.03 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 member and his/her qualified dependents

Any modifications to the existing plan, which substantially reduce benefits, shall be a meet and confer matter. The annual maximum is \$1,500 per patient for dental care and the lifetime orthodontic maximum is \$3,000 per patient.

Upon request by the **District**, the **Union** agrees to meet and confer on the subject of the **District's** contribution towards the Dental program.

**Section 11.04 Public Employees Retirement System (CalPERS)**

**(a) Classic Employees**

The retirement program provided by the Employer shall be through the California Public Employees Retirement System, 3% at 55 full.

The following additional provisions of the Public Employees Retirement Law shall apply to all employees:

- Section 20042 One-year final compensation
- Section 20965 Credit for unused sick leave; 8 hours equals 1 day
- Section 21574.5 (Indexed Level of Survivor 1959 Benefits)

Reopener: In the event the CalPERS Normal Cost Rate exceeds 19.5%, during the term of this contract, all parties agree to re-negotiate contract terms with respect to employee's share of the CalPERS Normal Cost Rate, based on CalPERS predicted normal cost for FY 18/19 of 18.677% and 19.5% in FY 19/20.

**(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

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 XII. 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 XIII. 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.

**Article XIV. 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 XV. SIGNATURES**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees for which the **Union** is the recognized representative, 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

  
\_\_\_\_\_


**Dennis Petteys**  
President, Scotts Valley  
Firefighters I.A.F.F. Local 3577

9/16/17  
Date

  
\_\_\_\_\_

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

Date

  
\_\_\_\_\_

**Andrew LoFranco**  
Vice-President, Scotts Valley  
Firefighters I.A.F.F. Local 3577

9/16/17  
Date

[Back to Contents](#)

MEMORANDUM OF UNDERSTANDING

**IAFF Local 3577**

July 1, 2017 – June 30, 2020

ATTACHMENT A

**Salary Schedule**

| Start Date    | 9/24/16              | 7/1/17                      | 7/1/18             | 7/1/19             |
|---------------|----------------------|-----------------------------|--------------------|--------------------|
| End Date      | 6/30/17              | 6/30/18                     | 6/30/19            | 6/30/20            |
| Position      | 16/17 Contract Basis | FF1/FF2=1.5%<br>Others = 4% | 3% - All positions | 3% - All positions |
| Firefighter 1 | \$6,569              | \$6,668                     | \$6,868            | \$7,074            |
| Firefighter 2 | \$6,897              | \$7,000                     | \$7,210            | \$7,427            |
| Firefighter 3 | \$7,070              | \$7,353                     | \$7,573            | \$7,801            |
| Engineer 1    | \$7,618              | \$7,923                     | \$8,160            | \$8,405            |
| Engineer 2    | \$7,999              | \$8,319                     | \$8,569            | \$8,826            |
| Engineer 3    | \$8,399              | \$8,735                     | \$8,997            | \$9,267            |
| Captain 1     | \$9,238              | \$9,608                     | \$9,896            | \$10,193           |
| Captain 2     | \$9,608              | \$9,992                     | \$10,292           | \$10,601           |
| Captain 3     | \$9,992              | \$10,392                    | \$10,703           | \$11,025           |

Figures reflect monthly base pay rounded to nearest whole dollar.

*Back to Article IX*