


This agreement is an amendment to the Chief Officers MOU dated July 1, 2021 to June 30, 2025. This agreement is part of a joint effort by the Chief Officers group and the Fire Chief to establish a California Government Voluntary Employee Benefit Association plan, in which all Chief Officers have agreed to participate.

## **Article IX BENEFITS**


### **Section 9.01 Healthcare**

#### **(b) Post Employment Health**

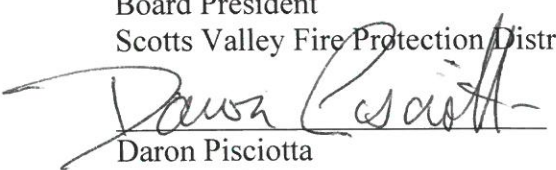
- (v) The **District** agrees to participate in the California Government Voluntary Employee Benefit Association (CALGOVEBA) plan, which is intended to assist employees with planning for retirement health care expenses. All employees who are members of a bargaining unit are eligible to participate in the VEBA. Chief Officer's participation in the VEBA is mandatory and irrevocable.
- (vi) All payments made to the VEBA on employee's behalf shall be irrevocably paid to the California Government Voluntary Employee Benefit Association 501(c)(9) Trust. BAA Capital Advisors Inc. is the Trust Administrator.
- (vii) The Chief Officers agree 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.
- (viii) The Chief Officers may form sub-groups based on hire date. These sub-groups can be added, deleted, or changed annually by the Chief Officers. Every calendar year, the Chief Officers shall submit notification to the District defining sub-groups. Each group will establish their respective payroll contributions and percentage of their vacation and sick leave balance to VEBA at retirement.

  
\_\_\_\_\_  
Russ Patterson  
Board President  
Scotts Valley Fire Protection District

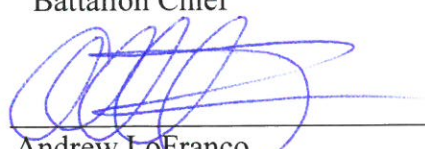
11/9/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chris Stubendorff  
Battalion Chief


11/15/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Daron Pisciotto  
Vice President  
Scotts Valley Fire Protection District

11/9/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Andrew LoFranco  
Battalion Chief

11/17/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeff McNeil  
Battalion Chief

11/17/22  
\_\_\_\_\_  
Date

## SIDE LETTER OF AGREEMENT

BETWEEN

SCOTTS VALLEY FIRE PROTECTION DISTRICT

AND

CHIEF OFFICERS

This Side Letter of Agreement (Agreement) between the Scotts Valley Fire Protection District ("District") and the Battalion Chiefs of the District (herein referred to as "Chief Officers", collectively referred to as the "Parties") is entered into with respect to the following:

**WHEREAS**, the District and the Chief Officers are currently parties to a Memorandum of Understanding (MOU) with a term of July 1, 2021 through June 30, 2025; and

**WHEREAS**, Article IX, paragraph (a), of the Parties' MOU provides that the District has elected to contract with the Public Employees' Retirement System ("PERS") to provide medical insurance coverage in accordance with the Public Employees' Medical and Hospital Care Act ("PEMHCA"); and

**WHEREAS**, per Article IX, paragraph (a), subparagraph (iii) of the Parties' MOU, the District's medical insurance contribution is as follows: the District contributes the premium for Chief Officers who enroll in a CalPERS medical plan and his or her eligible dependents, up to a maximum contribution of ninety-seven percent (97%) of the Bay Area PERS Choice PPO medical plan;

**WHEREAS**, recently, CalPERS announced that for calendar year 2022, it is eliminating the PERS Choice and PERS Care plans from the medical plans it offers to agencies who contract with CalPERS for medical insurance per the PEMHCA. In conjunction with eliminating the PERS Choice and PERS Care plans, CalPERS announced it is merging both plans into a new "PERS Platinum" plan for 2022, with premium increases for the Bay Area region, as follows:

Basic Premiums - Region 1			
2022 Calendar Year	Subscriber	Subscriber and 1 Dependent	Subscriber and 2 Dependents
PERS Platinum	\$1,057.01	\$2,114.02	\$2,748.23

**WHEREAS**, since the Parties' MOU ties the District's contribution for medical insurance to the PERS Choice plan, and the plan is no longer offered for 2022, the Parties met and conferred and have agreed to changes to their MOU as set forth below; and

**WHEREAS**, the following terms and conditions serve to amend the Parties' MOU where indicated and are otherwise incorporated into the MOU and will remain in effect for the term of the MOU subject to change pursuant to the Parties' successor contract negotiations:

1. Article 9, paragraph (a), subparagraph (iii) of the Parties' MOU will now read:

"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 minimum employee contribution ("MEC"), shall be the equivalent of 96% of the monthly premium cost of the Region 1 PERS Platinum PPO Plan as the maximum allowable premium amount (prior to January 1, 2022 District contribution was 97% of the PERS Choice Plan)."

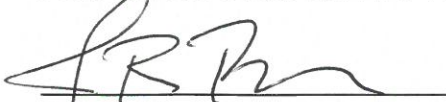
2. The District's medical contributions for the remainder of calendar year 2021 will be in accordance with the amended MOU language set forth above in paragraph 1.
3. The District's maximum medical insurance contributions are inclusive of (not in addition to) the CalPERS statutory minimum payment for each employee's health insurance.
4. Effective January 1, 2022 and moving forward, the District will no longer contribute 97% of any premiums and will instead provide of 96% of the monthly premium cost of the Region 1 PERS Platinum PPO Plan as the maximum allowable premium amount, as set forth above in paragraph 1.
5. The Parties agree to meet and confer on healthcare costs prior to the open enrollment period of 2022 and to consider a 5% employee contribution toward the Region 1 PERS Platinum premium.
6. Chief Officers are also now eligible for an Alternate Benefit, Healthcare Opt-Out cash payment, which will be added to the Parties' MOU as Article IX, Section 9.01, paragraph (a), subparagraph (vi).

This benefit is available to those full-time employees in regular or probationary status who: (1) elect to opt-out of receiving a District-sponsored health insurance plan; (2) are not enrolled in a District sponsored health insurance plan as the dependent of another District employee; and (3) provide proof of medical insurance coverage from a plan other than a District sponsored plan.

Any cash payment provided under this Side Letter shall be reported to the Internal Revenue Service ("IRS") and California Franchise Tax Board as compensation subject to income tax withholding. Each employee shall be solely and personally responsible for calculations regarding PERS retirement benefits. If an employee is to discontinue their opt-out status due to a qualifying event, the alternative benefit contributions will terminate on the last complete pay period prior to being reintroduced to a District sponsored plan.

The amount of alternative benefit amount provided to a Chief Officer will be a flat rate of \$500.00 per month. Participation in the Alternative Benefit program must be elected each year during the open enrollment period for healthcare.

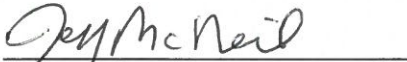
**FOR THE SCOTTS VALLEY FIRE PROTECTION DISTRICT**



Joseph Parker  
Lead Negotiator of the Board of Directors  
Scotts Valley Fire Protection District

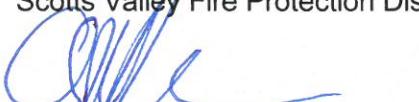
12/3/21  
Date

**FOR THE CHIEF OFFICERS**



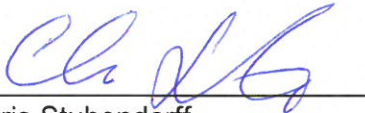
Jeff McNeil  
Battalion Chief  
Scotts Valley Fire Protection District

11/4/21  
Date



Andrew LoFranco  
Battalion Chief  
Scotts Valley Fire Protection District

11/6/21  
Date



Chris Stubendorff  
Battalion Chief  
Scotts Valley Fire Protection District

11/7/21  
Date

# MEMORANDUM OF UNDERSTANDING

## Chief Officers

July 1, 2021– June 30, 2025

### 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.

**Chief Officers** - The Battalion Chiefs of the Scotts Valley Fire Protection **District**, as qualified and designated in accordance with Section 6.01 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 employees; to direct its employees; to assign work to employees in accordance with the requirements determined by

# MEMORANDUM OF UNDERSTANDING

Scotts Valley Fire Protection District

and

Chief Officers

July 1, 2021– June 30, 2025

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ATTACHMENT A..... A

# MEMORANDUM OF UNDERSTANDING

## Chief Officers

July 1, 2021– June 30, 2025

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. **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.

#### Section 6.02 Duty Assignment

The Fire Chief shall assign 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.

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.

**Chief Officers**

July 1, 2021– June 30, 2025

**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**

A 3% increase in monthly base pay will take effect on the pay period inclusive of July 1, 2023. An additional 3% increase to monthly base pay is scheduled to take effect on the pay period inclusive for July 1, 2024. An opener clause to this MOU is agreed upon by the **District** and the **Chief Officers** for the 2024 salary increase only. This opener would be triggered if **District** revenues are deemed insufficient to support the 3% wage increase.

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.

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

# MEMORANDUM OF UNDERSTANDING

## Chief Officers

July 1, 2021– June 30, 2025

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 Officer** 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** and shall be paid on a pro-rata basis over the 26 pay periods.

Pay Period Inclusive	Per Payday	Monthly	Annual
7/1/21	\$450.00	\$975.00	\$11,700.00
7/1/22	\$475.00	\$1,029.17	\$12,350.00
7/1/23	\$500.00	\$1,083.33	\$13,000.00
7/1/24	\$525.00	\$1,137.50	\$13,650.00

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.

### Section 7.04 Holiday Pay

Shift employees (56-hour schedule) shall be compensated for 6 (six) holidays to be paid out at the members current base hourly rate beginning on the pay period inclusive July 1, 2021. The sum will be spread over 26 pay periods and paid out bi-weekly. An additional 6 (six) recognized holidays will be implemented on the pay period inclusive July 1, 2022. The max benefit will be 12 recognized holidays compensated at twenty-four hours per day. Employees on leave (other than industrial injury or vacation) in excess of one pay period (112 hours) will not receive holiday pay until their return as they would not have worked any holidays during their absence.

District recognized holidays are listed below and shall be considered PERS reportable compensation.

# MEMORANDUM OF UNDERSTANDING

## Chief Officers

July 1, 2021– June 30, 2025

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday Following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

### 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**.

#### 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 1** below.

**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

##### (b) **Approval**

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

**Chief Officers** are eligible to take whatever vacation hours they have earned, plus vacation hours earned through the end of the month preceding vacation.

# MEMORANDUM OF UNDERSTANDING

## Chief Officers

July 1, 2021– June 30, 2025

**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 **District** 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 base hourly 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.

### **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.

**Chief Officers**

July 1, 2021– June 30, 2025

- (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).

**(c) Retirement**

**Chief Officers** who retire from **District** service are eligible to convert unused sick leave hours to pension credit in accordance with the Public Employees Retirement Law. Accrued sick leave hours will be converted to service credit up to the maximum allowed by the retirement plan. Up to 10% of any remaining sick leave hours, up to a maximum of 400 hours, will be cashed out at the employee's base pay rate excluding any differential or other pays.

**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 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 8.03(b)** "Sick Leave Buy Back"

**Section 8.05 Management Leave**

Each **Chief Officers** will be granted two shifts (48 hours) of management leave per calendar year. Requests to use management leave must be approved in advance by the Fire Chief. For the term of this MOU, unused management leave shall be cashed out at the end of the calendar year at the **Chief Officer's** base hourly rate.

**Article IX. BENEFITS****Section 9.01 Healthcare**

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

**(a) Medical Insurance**

# MEMORANDUM OF UNDERSTANDING

## Chief Officers

July 1, 2021– June 30, 2025

- (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 medial 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) If a **Chief Officer** retires from the **District** on or after January 1, 2021 with 10 or more years of **District** service and that employee is determined to be an “Annuitant” of the **District** as that term is defined by the PEMHCA, the **District** will provide that Annuitant with a monthly supplemental contribution towards CalPERS health insurance benefits. The amount of any supplemental contribution will be equal to the premium cost for annuitant only coverage, less any MEC paid by the **District**, except that the total of any MEC and supplemental contribution provided by the District shall not exceed \$1,000 a month.
- (iii) If a **Chief Officer** meets the criteria to be eligible to receive a monthly supplemental contribution towards health insurance benefits, then the **District’s** payment of any monthly supplemental contribution shall continue until the earlier of: (1) the month that includes date the Annuitant becomes eligible to participate in a Medicare plan; (2) the Annuitant’s receipt of the equivalent of twelve (12) years’ worth of contributions; or (3) the Annuitant’s death. In no event will an Annuitant’s spouse, surviving spouse or surviving family member be eligible to receive any supplemental contribution payment.

# MEMORANDUM OF UNDERSTANDING

## Chief Officers

July 1, 2021– June 30, 2025

- (iv) If upon service retirement or anytime within the eligible reimbursement period, the Annuitant elects to cancel participation in a CalPERS health insurance plan, and enroll in another health plan, the District will continue to reimburse Annuitant 100% of the employee-only premium of the new health plan, up to the \$1,000 per month maximum contribution. The Annuitant must provide the District with proof of enrollment and premium cost annually, typically after open enrollment and/or prior to the start of the new calendar year.

### **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 provide for benefit coverage for the eligible **Chief Officer** and their 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** who 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:

# MEMORANDUM OF UNDERSTANDING

## Chief Officers

July 1, 2021– June 30, 2025

- 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, 2021 = 13% 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, 2021 to and inclusive of June 30, 2025. Negotiations for a successor Memorandum of Understanding shall begin at the request of either party between January and June of 2025. This MOU shall remain in effect until a new MOU is mutually agreed upon or the impasse process has been completed.

MEMORANDUM OF UNDERSTANDING

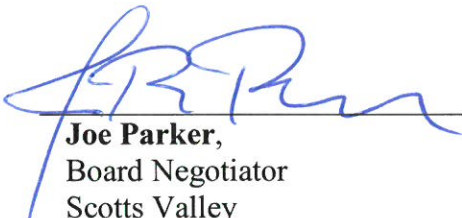
**Chief Officers**

July 1, 2021– June 30, 2025


**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, 2021 and ending June 30, 2025.

  
**Joe Parker,**  
Board Negotiator  
Scotts Valley  
Fire Protection District

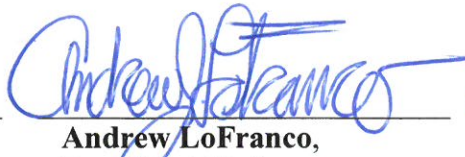
5-14-21  
Date

  
**Jeff McNeil,**  
Battalion Chief  
Scotts Valley  
Fire Protection District

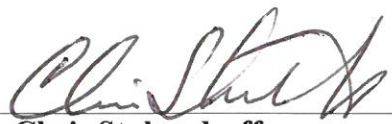
6-7-21  
Date

  
**Ed Harmon**  
Board Negotiator  
Scotts Valley  
Fire Protection District

6/7/21  
Date

  
**Andrew LoFranco,**  
Battalion Chief  
Scotts Valley Chief  
Fire Protection District

06-07-2021  
Date

  
**Chris Stubendorff,**  
Battalion Chief  
Scotts Valley  
Fire Protection District

6/8/21  
Date

MEMORANDUM OF UNDERSTANDING

**Chief Officers**

July 1, 2021 – June 30, 2025

ATTACHMENT A

**Salary Schedule**

<b>Start Date</b>	7/1/2021	Pay Period inclusive of 7/1/2023	Pay Period inclusive of 7/1/2024
<b>Position</b>	Contract Basis	3% Increase	3% Increase
<b>Battalion Chief - Step 1</b>	\$13,185.12	\$13,580.67	\$13,988.09
<b>Battalion Chief - Step 2</b>	\$13,581.36	\$13,988.80	\$14,408.46
<b>Battalion Chief - Step 3</b>	\$13,989.04	\$14,408.71	\$14,840.97