

SIDE LETTER OF AGREEMENT

Between

SCOTTS VALLEY FIRE PROTECTION DISTRICT

And

LOCAL 3577, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

This Side Letter of Agreement (Agreement) is entered into by the Scotts Valley Fire Protection District ("District") and the Scotts Valley Firefighters I.A.F.F. Local 3577 ("Union") (collectively referred to as "Parties") with respect to the following:

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

WHEREAS, in January of 2024, the Parties collaborated on a fair and equitable way to allow for time off for Union related business; and

WHEREAS, the Parties have satisfied the meet and confer process, and have agreed to the process in which Union Leave time will be accumulated, managed, and administered; and

THEREFORE, it is understood that Article X, Section 10.01 Vacation has added a (f.) Union Leave has been agreed to between the parties:

Article X.

Section 10.01 Vacation

(f.) Union Leave Bank

Accrued Transfer of Time to Union Leave Bank

In the first pay period of July of each year, bargaining unit members may contribute to the Union Leave Bank by donating not more than four (4) hours of their accrued vacation leave. This time-donation shall be requested by the employee using a form mutually agreed to between the Parties, and signed by the employee authorizing the deduction of hours.

Once donation requests are received in Administration, the District will deduct the vacation hours from employees leave bank in the next payroll period. An accounting of the Union Leave hours (Bank) will be maintained in Administration.

If an employee does not have at least four (4) hours of vacation available, no deduction will occur until the next pay period or when the hours become available. Employees separating employment will not be refunded or receive any credit from the hours contributed.

The number of hours deducted from each employee's accrued vacation banks may be adjusted, at their request, from year to year and as necessary. In addition, the bargaining unit may decide to do a one-time donation of vacation into the Union bank, during the year. This process will be initiated by the Union utilizing the donation form.

Carryover of Unused Funds

Unused Union Leave Bank hours shall carryover from year to year at the end of each fiscal year.

The Union Leave Bank will never exceed 200 hours. In the event the total donated hours cause the leave bank to exceed 200 hours, the donations shall be adjusted equally amongst those donating to allow each member to donate the same amount of hours to the maximum amount allowed in the bank.

Dissolution of the Program

In the event the Parties agree to dissolve the Union Leave Bank, the parties shall meet and confer on how the hours within the leave bank will be allocated to the members of the Union.

Usage of the Union Leave Bank

The use of Union Leave shall be limited to official union business, attend Union conferences, or training related to a union function/business.

Once approved, Union Leave hours shall be transferred from the Bank on an hour for hour basis regardless of rank, or rate of pay. Any employee on Union Leave shall receive their normal rate of pay for the regularly scheduled shifts as established in the current MOU.

Authorization For Use of the Union Leave Bank

Union Leave shall only be requested by the Union President or designee to the Fire Chief. Requests shall include the employee(s) name who will be on leave, the dates in which the leave will be used, and the official union business being attended. The Fire Chief or designee will confirm available hours in the Union Leave Bank and approve or deny the request based on the established approval process in section 10.01(b)

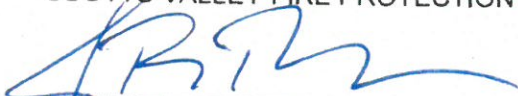
DONE THIS 10th DAY OF April, 2024

LOCAL 3577 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS



Andrew Sundermier, President

SCOTTS VALLEY FIRE PROTECTION DISTRICT



Joseph Parker, Board President

SIDE LETTER AGREEMENT
TO AMEND THE MEMORANDUM OF UNDERSTANDING

Between

SCOTTS VALLEY FIRE PROTECTION DISTRICT

And

LOCAL 3577, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

This Side Letter Agreement describes the conditions and benefits that will be provided to the newly hired employees from the former Branciforte Fire District. This agreement is entered into by the Scotts Valley Fire Protection District ("Employer") and Local 3577, International Association of Firefighters ("Union").

The Employer is nearing completion of a reorganization and annexation process of the area known as the Branciforte Fire Protection District (BFPD). As part of the reorganization agreement between the Employer and the Branciforte Fire District, the *Scotts Valley FPD will offer full time employment to the full-time permanent members of the BFPD*. This Letter provides additional detail(s) and specificity to the conditions in which these members will be offered employment, as well as any additional benefits that will be provided.

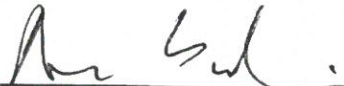
Therefore, the following is agreed to between the parties:

1. All former full-time permanent members who are currently employed by the BFPD will be offered employment with the Employer. This constitutes a total of three (3) employees.
2. All three (3) employees shall meet the minimum requirements as outlined in the Employers Policy(s) at the time of hire.
3. Wages and benefits as outlined in the Memorandum of Understanding (MOU) between the Employer and the Union (dated July 1, 2021 through June 30, 2025) shall be offered consistent with other employment offers unless otherwise described in this document.
4. The offers of employment shall include a "position" and salary as found in Appendix A of the MOU between the Employer and Union (July 1, 2021 through June 30, 2025). The position and wage shall be based on the following experiential requirements:
 - a. Members with greater than ten (10) years of full-time employment with the former BFPD shall be offered a position of "Engineer – Step 4."
 - b. Members with less than ten (10) years of full-time employment with the former BFPD shall be offered a position of "Firefighter - Step 1."
5. Movement in pay steps shall be subject to the requirements found in Article IX, Section 9.01 Salaries.
6. The offers of employment shall include a probationary period based on the following experiential requirements:
 - a. Members with greater than ten (10) years of full-time employment with the former BFPD shall complete a one (1) year probationary period.
 - b. Members with less than ten (10) years of full-time employment with the former BFPD shall complete a two (2) year probationary period.

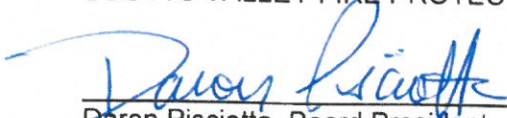
7. Members with greater than ten (10) years of full-time employment with the former BFPD who have completed their one (1) year probationary period shall be eligible to begin the acting captain program.
8. Article X. Leaves, and Article XI Benefits, Section (c), Years of Continuous Service for the three members covered by this Side Letter shall be calculated by the full-time date of hire with the BFPD.
9. Newly hired staff covered by this Side Letter shall begin employment with Vacation and Sick Leave balances equal to the amount of their Branciforte Fire District leave balances at their time of separation.

DONE THIS 20 DAY OF November, 2023

LOCAL 3577 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS


Andrew Sundermier, President

SCOTTS VALLEY FIRE PROTECTION DISTRICT


Daron Pisciotta, Board President

**MEMORANDUM OF UNDERSTANDING
SCOTTS VALLEY FIRE PROTECTION DISTRICT
AND
SCOTTS VALLEY FIREFIGHTERS I.A.F.F. LOCAL 3577**

July 1, 2021 to June 30, 2025

AMENDMENT #2

ARTICLE XI: BENEFITS

Section 11.01 Healthcare

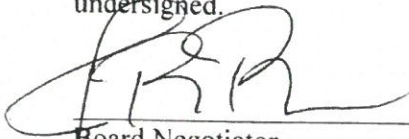
- (b) **Post-Employment Health –VEBA is amended to read**
- (ii) Beginning with the pay period that includes July 1, 2020, the District will cease any District contribution to the VEBA. On or after this date, all future contributions shall be employee contributions as determined by the Union.
- (v) The Union may form sub-groups based on hire date. These sub-groups can be added, deleted, or changed annually by the Union. Every calendar year, the Union shall submit notification to the District defining sub-groups. Each group will establish their respective payroll contributions and percentage of their vacation balance to VEBA at retirement.

The necessary MOU changes were made per the request of the California Government VEBA. These changes comply with the legal requirements set forth for union members to establish payroll deductions beginning on the first payroll on July 15th, 2022.

ARTICLE XXII: SIGNATURES

The parties have met and conferred in good faith regarding this amendment and have reached agreement.

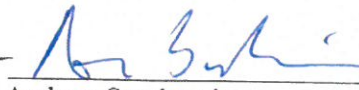
This MOU amendment shall be presented to the Scotts Valley Fire Protection District Board of Directors, as the governing board of the District, as the joint recommendations of the undersigned.



Board Negotiator
Scotts Valley Fire Protection District

9/14/22

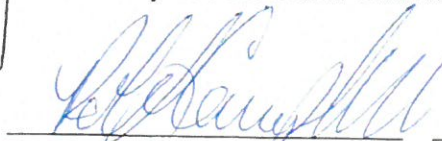
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Andrew Sundermier
President, Scotts Valley Firefighters
I.A.F.F. Local 3577

9/19/2022

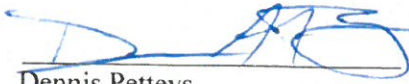
Date



Board Negotiator
Scotts Valley Fire Protection District

9/14/22

Date



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

9/20/22

Date

SIDE LETTER OF AGREEMENT

BETWEEN

SCOTTS VALLEY FIRE PROTECTION DISTRICT

AND

I.A.F.F. LOCAL 3577

This Side Letter of Agreement (Agreement) between the Scotts Valley Fire Protection District ("District") and the Scotts Valley Firefighters I.A.F.F. Local 3577 (hereinafter referred to as "I.A.F.F. Local 3577", collectively referred to as the "Parties") is entered into with respect to the following:

WHEREAS, the District and I.A.F.F. Local 3577 are currently parties to a Memorandum of Understanding (MOU) with a term of July 1, 2021 through June 30, 2025; and


WHEREAS, in March of 2022, the District added a Deputy Fire Marshal position to the organization.

WHEREAS, the Parties have agreed to add the Deputy Fire Marshal position into the existing I.A.F.F. Local 3577 memorandum of understanding.

WHEREAS, the Parties have satisfied the meet and confer process, and have agreed to the inclusion of the Deputy Fire Marshal salary and benefit package into the existing MOU. Parties have also agreed to other minor edits and changes to the Administrative Captain position.

WHEREAS, parties have agreed to amend the current MOU, rather than have all edits contained with this side letter.

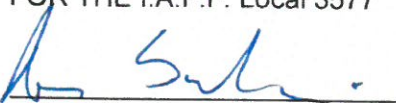
FOR THE SCOTTS VALLEY FIRE PROTECTION DISTRICT



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


June 8 2022
Date

FOR THE I.A.F.F. Local 3577



Andrew Sundermier
President, Scotts Valley
Firefighters I.A.F.F. Local 3577

6/20/2022
Date



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

6/21/2022
Date

SIDE LETTER OF AGREEMENT

BETWEEN

SCOTTS VALLEY FIRE PROTECTION DISTRICT

AND

I.A.F.F. LOCAL 3577

This Side Letter of Agreement (Agreement) between the Scotts Valley Fire Protection District ("District") and the Scotts Valley Firefighters I.A.F.F. Local 3577 (hereinafter referred to as "I.A.F.F. Local 3577", collectively referred to as the "Parties") is entered into with respect to the following:

WHEREAS, the District and I.A.F.F. Local 3577 are currently parties to a Memorandum of Understanding (MOU) with a term of July 1, 2021 through June 30, 2025; and

WHEREAS, Article XI, Section 11.01, paragraph (a), subparagraph (ii) 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 XI, Section 11.01, paragraph (a), subparagraph (iii) of the Parties' MOU, the District's medical insurance contribution is as follows: the District contributes the premium for I.A.F.F. Local 3577 employees 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 signed a tentative agreement with the terms contained in this Side Letter on October 5, 2021, agreeing 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 XI, Section 11.01, 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 the District contribution was 97% of the PERS Choice Plan)."

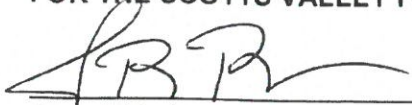
2. The District's medical contributions for the remainder of calendar year 2021 will be in accordance with the amended MOU language set forth above in paragraph 1.
3. The District's maximum medical insurance contributions are inclusive of (not in addition to) the CalPERS statutory minimum payment for 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. I.A.F.F. Local 3577 employees are also now eligible for an Alternate Benefit, Healthcare Opt-Out cash payment, which will be added to the Parties' MOU as Article XI, Section 11.01, paragraph (e).

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 an I.A.F.F. Local 357 employee 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.

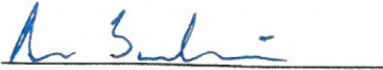
FOR THE SCOTTS VALLEY FIRE PROTECTION DISTRICT



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

12/3/21
Date

FOR THE CHIEF OFFICERS



Andrew Sundermier
President, Scotts Valley
Firefighters I.A.F.F. Local 3577

11/23/2021
Date



Dan Pedemonte
~~Vice President~~, Scotts Valley
Firefighters I.A.F.F. Local 3577

11/23/2021
Date

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MEMORANDUM OF UNDERSTANDING

Scotts Valley Fire Protection District

and

IAFF Local 3577

July 1, 2021– June 30, 2025

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Scotts Valley Fire Protection Dis
and

IAFF Local 3577

July 1, 2021– June 30, 2025

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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, Firefighters and Deputy Fire Marshal, 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 – *International Association of Firefighters (I.A.F.F.), Local 3577.*

Unit - *The collective bargaining unit consisting of employees in the job classifications of Firefighters, Captains, Engineers, and Deputy Fire Marshal. The Unit does not include employees in any other job classifications (e.g., Paid Call Firefighters, Chief Officers, non-sworn personnel, etc.)*

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** in the **Unit**. Membership in the **Union** is voluntary to all employees in the **Unit**. 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 **Unit** members within the **District**.

Article IV. PREVAILING RIGHTS

The **District** agrees that all rights, privileges, and working conditions enjoyed by the **Unit** 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, and Deputy Fire Marshal 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 it is alleged that violation of the rules and regulations by the **District** occurred.

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** and **Unit** members 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 one of whom shall be an accredited paramedic at a minimum of Engineer step 1. 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 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

(a) Regularly Scheduled Overtime – Shift Employees

Shift employees are regularly scheduled to work 192 hours in each 24-day work period. The **District** has adopted a 24-day work period under Section 7(k) of the **FLSA**. Under Section 7(k), employees are eligible to receive overtime compensation for hours worked in excess of 182 hours in each 24-day work period. Employees who work all regularly scheduled hours in the work period will receive up to 10 hours of **FLSA** overtime premium for those regular scheduled hours worked between 182 and 192. Except for Educational Time Off, paid leave hours, such as vacation or sick leave, will not be included in calculating hours worked for purposes of receiving any overtime premium for regularly scheduled overtime hours.

(b) Voluntary Overtime – Shift Employees

Overtime assignments will be offered to employees in accordance with SOP 1103. Employees who accept such overtime assignments will be paid at 1.5 times the “regular rate of pay” (as that term is defined under the **FLSA**) for all hours worked in the assignment.

(c) Call Backs and Off-Duty Incidents – Shift Employees

Employees who are called-back to work by the **District** after having completed a regular schedule or who are called in to work by the **District** on a scheduled day off will be paid for all hours worked in connection with that call back, subject to a two-hour minimum. For purposes of calculating an employee's response to a call-back or off-duty response, the employee's hours worked will begin upon being dispatched and will end upon being released from duty and will include reasonable travel time to return to their home.

Employees will be called back and/or called to an off-duty incident in accordance with SOP 1103, except that all employees are subject to mandatory recall in times of emergency.

Section 7.03 Deputy Fire Marshal

(a) Assignment

The Deputy Fire Marshal, hereinafter referred to as **DFM** will be assigned to a 40-hour/week schedule typically consisting of five consecutive days totaling 40 hours. An alternative work schedule (such as a 4/10 plan) may be approved by the Fire Chief.

(b) Overtime

The **DFM** shall be compensated at the rate of 1.5 times the regular rate of pay for all hours worked in excess of forty (40) in the workweek. For payroll purposes, the workweek begins at 12:01 on Saturday and ends at 12:00 midnight on Friday.

(c) Compensatory Time Off

The **DFM** may elect to receive compensatory time off (CTO) in lieu of cash overtime. Any request to use accrued CTO hours must be approved in advance by the Fire Chief. CTO hours accrue at the rate of 1.5 hours of CTO for each hour of overtime worked.

The Maximum allowable hours that may be contained in a CTO bank is 50 hours. Any overtime hours worked that would increase the **DFM** CTO bank beyond the 50 hour maximum will be paid out at 1.5 times the regular rate of pay.

Prior to receiving a step increase or salary increase, the **DFM** will be paid for all hours in their CTO bank at their regular rate of pay.

(d) Call-Back

DFM called-back to work by the **District** after having completed a regular schedule or called in to work by the **District** on a scheduled day off will be paid for all hours worked in connection with that call back, subject to a two-hour minimum. Unless otherwise provided by law, the **DFM** hours worked will begin upon arrival at the **District** offices to perform work.

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 designee. The Fire Chief, or

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designee, will have the ability to deny or authorize requests based on fiscal impacts, operational impacts and the specific request. Hours spent on ETO will be included as hours worked when calculating eligibility for any overtime premium for regularly scheduled overtime hours.

Use of 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 eligible to receive up to \$1,000 in education expense reimbursement each fiscal year, regardless of rank.

The **District** will reimburse employees for continuing education related expenses that are associated with job related training, subject to the approval of the Fire Chief. The employee must attend and/or complete the educational program associated with the training to be entitled to education expense reimbursement.

Section 8.03 DFM Education Incentive

DFM with a degree from an accredited university shall receive a monthly amount as follows (the sum will be spread over 26 pay periods and paid out bi-weekly):

Degree	Monthly Amount
Bachelor's Degree	\$200.00
Associates Degree	\$150.00

Article IX. COMPENSATION

Section 9.01 Salaries

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 **Union** for the 2024 salary increase only. This opener would be triggered if **District** revenues are deemed insufficient to support the 3% wage increase.

Monthly base salaries shall be in accordance with ATTACHMENT A.

Shift Employees and Administrative Captain movement from one pay step to the next in the series is subject to the employee successfully passing a **District** designed and administered test.

DFM step increases in salary are merit steps and shall be executed on the pay period following the annual anniversary date, according to the salary schedule and approved by the Fire Chief.

Section 9.02 Pay Rate Calculation

For purposes of administering this MOU, except where otherwise indicated, the following standard rate calculations will apply to shift (or 56-hour) employees:

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- Straight time rate = base monthly salary x 12 ÷ 2912.
- Pay rate = base monthly salary + any fixed monthly differential(s)
- Annual rate = Pay rate x 12
- Biweekly pay period rate = Annual rate ÷ 26
- Hourly rate or 56-hour rate = 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 the employee 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 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 monthly salary 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 monthly salary. Fire Captain Paramedics may revert to Fire Captain at any time.

(a) Qualification Standards

All **Unit** members shall be eligible to receive Paramedic Incentive as provided in this Section. 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 any education expense reimbursement available under **Article VIII**. The **District** will also pay overtime compensation if necessary for Paramedic training.

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Section 9.06 Hazardous Materials Assignment

Upon administrative assignment, unit members assigned Haz-Mat duties established by the Fire Chief shall receive special assignment pay equal to 5% of their base monthly salary, and not including any differentials, 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 Captain

The Administrative 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 Captain will be scheduled to regularly work a 4/10 work schedule but will remain on an FLSA twenty-four day 7(k) work period. When performing the duties of an Administrative Captain, their hourly rate will be calculated as follows: Hourly rate = Biweekly rate ÷ 80 (2 x 40 hour weeks).

The Administrative Captain will be permitted to observe the same twelve (12) District holidays observed by other administrative personnel. If the Administrative Captain is required to perform work on a holiday, the Administrative Captain will be paid for any such hours at the overtime rate of time and one half.

New Year's Day (January 1)	Veteran's Day (November 11)
Martin Luther King Day (3rd Monday of January)	Thanksgiving Day
President's Day (3rd Monday of February)	Friday Following Thanksgiving
Memorial Day (last Monday in May)	Christmas Eve (December 24)
Independence Day (July 4)	Christmas Day (December 25)
Labor Day (1st Monday in Sep)	New Year's Eve (December 31)

Note: Holidays falling on a Saturday will be observed the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

The Administrative 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 Captain must receive advance approval from the Fire Chief or designee before working any overtime in the Administrative Captain assignment. The Administrative Captain will receive overtime compensation for hours worked in excess of 40 in the calendar week. This overtime will be paid at 1.5 times the Administrative Captain's regular rate of pay.

Subject to the approval of the Fire Chief or designee, the Administrative Captain may be eligible to work a voluntary overtime shift assignment that does not conflict with the Administrative Captain's regularly scheduled 40-hour a week assignment. In addition, the Fire Chief may direct the Administrative Captain to work a shift assignment, call back, or off-duty response when in the Fire Chief's judgment such work is necessary to provide services to the community. If the

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Administrative Captain volunteers for or is required to work a shift-assignment, the Administrative Captain will be paid at 1.5 times the shift (or 56 hour) rate.

Section 9.08 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.

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

The **District** agrees to grant the **DFM** twelve (12) paid holidays each calendar year based on scheduled hours, as indicated below:

New Year's Day (January 1)	Veteran's Day (November 11)
Martin Luther King Day (3rd Monday of January)	Thanksgiving Day
President's Day (3rd Monday of February)	Friday Following Thanksgiving
Memorial Day (last Monday in May)	Christmas Eve (December 24)
Independence Day (July 4)	Christmas Day (December 25)
Labor Day (1st Monday in Sep)	New Year's Eve (December 31)

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday shall be observed. If the **DFM** is required to work on a holiday or the holiday falls on a regular day off, equivalent compensatory time off shall be granted.

Section 9.09 Investigation On-call Compensation

The Scotts Valley Fire District has agreed to be a participant in the Santa Cruz County Fire Investigation Task Force Charter (SCCFITF) under the direction and in communication with the Santa Cruz County Fire Chiefs Association.

The SCCFITF membership agreement will require each participating fire agency to be on standby for one month, twice each year, or a rotation specified by the SCCFITF Charter. This standby period will require that Fire District investigator(s) will coordinate the response to incidents within the County of Santa Cruz, 24 hours a day, 7 days a week, during each one-month cycle.

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While on Fire Investigation standby, the assigned District employee(s) will receive compensation for their standby time as well as the time period in which they are activated for their investigation duties.

Compensation for standby time will be compensated at the employees “regular rate of pay” as defined in the MOU. The compensation rate would be as follows: 1.5 hours of weekday coverage per 24 hours, 2 hours for weekend coverage per 24 hours. In the event that a 56-hour employee is assigned standby coverage, they will receive 2 hours pay per 24 hours of coverage.

Upon activation to duty, the employee shall be additionally compensated at the employee’s overtime rate of pay. Time shall begin upon initial contacting of the employee, and terminate upon release from the incident.

Employees shall not be forced or mandated to accept the standby coverage, and if qualified employees are not available, SCCFITF response coverage shall be maintained by on duty personnel and existing mutual aid agreement.

Investigation On-Call Payroll Coordination

- 56-hour employees are paid 2 hours of on-call pay for each 24-hour period they are *not* on-duty (scheduled or overtime).
- 40-hour employees are paid 1.5 hours per weekday and 2 hours per weekend day or holiday, for each 24-hour period they are *not* on-duty (scheduled or overtime).
- 56 and 40-hour employees are paid overtime if activated to duty outside their regular scheduled hours.
- 56 and 40-hour employees off on Workers Comp, Vacation or Sick Leave, will notify the on-duty battalion chief to assist in assigning a qualified replacement for on-call coverage.

Article X. LEAVES

Section 10.01 Vacation

(a) Accrual

All **Unit** members shall accrue vacation at rates determined by years of service, workweek, and seniority.

- (i) Accrual rates for employees shall be as indicated in the table below. Vacation accrual stops upon reaching the specified maximum accrual and will commence once vacation hours drop below the maximum accrual.

Years of continuous service* (inclusive)	Vacation Accrual Rate 56 Hour Employee	Vacation Accrual Rate 40 Hour Employee	Maximum Accrual (hrs)
0-5	5.54	3.96	192
>5-10	8.31	5.94	264
>10-15	11.08	7.91	360
>15-20	12	8.57	384
>20	12.92	9.23	408

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*complete years, as calculated from Full-Time date of hire

- (ii) Except in cases of emergency, an employee may not work for the **District** during a scheduled vacation day.
- (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 the following procedures

- (i) Shift Employees 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 using the **District** staffing software no less than 96 hours prior to the start of the requested leave. The first leave request will be granted by the Fire Chief or designee regardless of other **Unit** 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 using the **District** staffing software 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 the Fire Chief's sole discretion grant or deny the leave request.

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 designee as provided above.

- (ii) All requests for vacation / ETO leave for the Administrative Captain and Deputy Fire Marshal must be requested using the **District** staffing software and approved by the Fire Chief or designee.
 - 1) The **Employee** is eligible to take whatever vacation hours they have on the books, plus vacation hours earned through the end of the month preceding vacation.
 - 2) The **Employee** 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** final rate of pay.

(c) Short Term Vacation 56 Hour Employees

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 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 these considerations. Short-term vacation requests shall requested using the **District** staffing software not more than 96 hours before the requested date of use.

(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.

(e) Payment on Separation

Upon separation from employment, **Unit** members will be paid for accrued and unused vacation hours at their straight time rate. In accordance with Article XI below, such payment may be made in the form of a contribution to the employee's VEBA account, as payment to the employee or some combination of the two depending on the VEBA terms that apply.

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 56 hour Employees 11.08 hours of sick leave and 40 hour Employees 7.91 hours of sick leave (without loss of pay) per two-week pay period. Sick leave may accrue without limit.

(b) Sick Leave Upon Separation

If a **Unit** member retires from the **District** for the purpose of retiring from CalPERS, then their accrued and unused sick leave balance may be converted to service credit as allowed under the terms of the District's contract with CalPERS and the Public Employment Retirement Law,

including any amendments to that law. Unused sick leave hours will not be cashed out. Sick leave may not be used to delay a **Unit** member's effective date of service or disability retirement.

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, forty (40) hours 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.

Section 10.04 DFM Personal Leave

The **District** agrees to grant the **DFM** twenty-four (24) personal leave hours per calendar year based on the following:

- 1) Personal Leave hours shall be taken off in one-hour increments. Personal Leave hours may be used on any normal workday of the calendar year. Any use of Personal Leave shall be subject to approval of the Fire Chief.
- 2) Personal leave hours shall not accumulate. Un-used Personal Leave hours shall be cashed out at the DFM regular rate of pay at the close of each calendar year or upon separation from employment.

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 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.

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(b) Post-Employment Health - VEBA

- (i) 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 the bargaining unit are eligible to participate in the VEBA. Union employees' participation in the VEBA is mandatory and irrevocable.
- (ii) Beginning with the pay period that includes July 1, 2020, the District will cease any District contribution to the VEBA. On or after this date, all future contributions shall be employee contributions in the form of a vacation balance transfer at retirement.
- (iii) 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.
- (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 based on hire date. 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.

(c) Post-Employment - Medical

- (i) Upon retirement, the **District** shall continue to contribute the MEC (Minimum Employee Contribution) established by the PEMHCA to those individuals who are determined to be "Annuitants" of the District as defined under the PEMHCA. The Annuitant may participate in the then current District-sponsored health care plan in accordance with any restrictions provided by CalPERS. Any premium balance remaining for the plan selected by the Annuitant shall be funded by the Annuitant.
- (ii) If a **Unit** member 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 the **Unit** member was enrolled in a **District** retirement plan at the time of retirement, and otherwise meets the criteria to be eligible to receive a monthly supplemental

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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 ten (10) 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.

- (iv) If upon service retirement or anytime during retirement, 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.

(d) Long Term Disability

- (i) The District agrees to continue paying member benefits (medical, dental, vision, CALPERS contributions) for a non-probationary employee during times of extended absence due to an illness/injury that occurred outside the workplace. During such time, the District will continue to pay all benefits while sharing the costs of wages with the Union supported CAPF long term disability plan. The initial use will be based on a 50% LTD and 50% employee's sick leave usage to fund salary compensation. Once the member's sick leave has been exhausted, they will be required to transfer to a 100% LTD program and all District supported benefits will terminate.

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 for eligible **Unit** members. Said plan shall cover member and his/her qualified dependents. Eligibility shall be determined by the terms of the plan.

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 Vision Plan

During the term of this agreement, the **District** shall pay 100% of the premium costs for eligible **Unit** members who elect to participate in the District sponsored vision plan for eligible **Unit** members. Said plan shall cover the member and the member's qualified dependents. Eligibility shall be determined by the terms of the plan.

Section 11.05 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 formula.

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)

(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, 2021 = 13% 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.

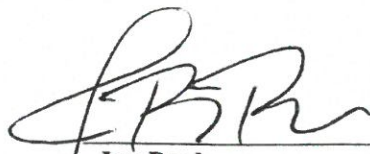
Article XIV. TERM OF AGREEMENT

The term of this Memorandum of Understanding is from July 1, 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.

Article XV. SIGNATURES

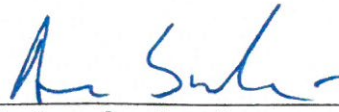
The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees for which the **Union** is the recognized representative, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating 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, 2021 and ending June 30, 2025.



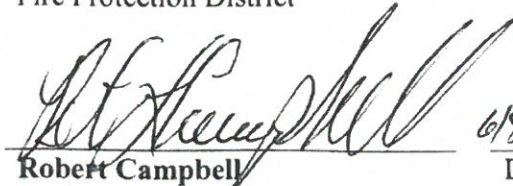
Joe Parker
Board Negotiator Scotts Valley
Fire Protection District

6/8/22
Date



Andrew Sundermier
President, Scotts Valley
Firefighters I.A.F.F. Local 3577

6/20/2022
Date



Robert Campbell
Board Negotiator Scotts Valley
Fire Protection District

6/8/22
Date



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

6/21/2022
Date

MEMORANDUM OF UNDERSTANDING

IAFF Local 3577

July 1, 2021 – June 30, 2025

ATTACHMENT A

Salary Schedule

Start Date	7/1/2022	Pay Period inclusive of 7/1/2023	Pay Period inclusive of 7/1/2024
Position	Contract Basis	3% Increase	3% Increase
Firefighter - Step 1	\$7,356.96	\$7,577.67	\$7,805.00
Firefighter - Step 2	\$7,724.08	\$7,955.80	\$8,194.48
Engineer - Step 1	\$8,113.04	\$8,356.43	\$8,607.12
Engineer - Step 2	\$8,741.20	\$9,003.44	\$9,273.54
Engineer - Step 3	\$9,179.04	\$9,454.41	\$9,738.04
Engineer - Step 4	\$9,637.68	\$9,926.81	\$10,224.61
Captain - Step 1	\$10,600.72	\$10,918.74	\$11,246.30
Captain - Step 2	\$11,025.04	\$11,355.79	\$11,696.46
Captain - Step 3	\$11,466.00	\$11,809.98	\$12,164.28
Admin. Captain - Step 1	\$11,649	\$11,998	\$12,358
Admin. Captain - Step 2	\$12,115	\$12,478	\$12,853
Admin. Captain - Step 3	\$12,600	\$12,978	\$13,367
DFM - Step 1	\$11,649.00	\$11,998.00	\$12,358.00
DFM - Step 2	\$12,115.00	\$12,478.00	\$12,853.00
DFM - Step 3	\$12,600.00	\$12,978.00	\$13,367.00

*DFM salary was calculated based on Shift Captain base pay plus Holiday Pay as shown in the table below.

(for reference only)

SCO Salaries as of July 1, 2022

	<u>Base Monthly</u>	<u>12 Holidays</u>	<u>Base plus Holidays</u>
Shift Captain 1	\$10,601	\$1,048.45	\$11,649
Shift Captain 2	\$11,025	\$1,090.32	\$12,115
Shift Captain 3	\$11,466	\$1,134.00	\$12,600