
MEMORANDUM OF UNDERSTANDING

FIRE MARSHAL



MEMORANDUM OF UNDERSTANDING

Scotts Valley Fire Protection District

and

Fire Marshal

July 1, 2025– June 30, 2028

Contents

Article I. PREAMBLE 1

Article II. DEFINITIONS 1

Article III. PREVAILING RIGHTS 1

Article IV. RESERVATION OF MANAGEMENT RIGHTS 1

Article V. RULES AND REGULATIONS 2

Article VI. QUALIFICATION & ASSIGNMENT 2

 Section 6.01 Qualification 2

 Section 6.02 Duty Assignment 2

 Section 6.03 Assignment Provisions 2

 (a) Uniforms & Equipment 2

 (b) Vehicle 3

Article VII. COMPENSATION 3

 Section 7.01 Salary 3

 Section 7.02 Extra Pay 3

Article VIII. LEAVES 4

 Section 8.01 Vacation 4

 (a) Accrual 4

 (b) Approval 4

 (c) Accrued Vacation Buy Back 5

 Section 8.02 Holidays 5

 Section 8.03 Sick Leave 5

 (a) Accrual 5

 (b) Buyback 5

 (c) Retirement 6

 Section 8.04 Bereavement 6

Article IX. BENEFITS 7

 Section 9.01 Healthcare 7

 (a) Medical Insurance 7

 (b) Post Employment Health 8

 Section 9.02 Life Insurance 8

 Section 9.03 Dental Plan 8

 Section 9.04 Public Employees Retirement System (CalPERS) 9

 (a) Classic Employees 9

 (b) Public Employment Pension Reform Act (PEPRA) 9

Article X. SAVINGS CLAUSE 9

Article XI. TERM OF AGREEMENT 10

Article XII. SIGNATURES 10

ATTACHMENT A A

MEMORANDUM OF UNDERSTANDING

Fire Marshal

July 1, 2025– June 30, 2028

Article I. PREAMBLE

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

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.

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

Fire Marshal- The Fire Marshal of the Scotts Valley Fire Protection **District**, as qualified and designated in accordance with Section 6.01 and **District** Policy 1716.

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

Fire Marshal

July 1, 2025– June 30, 2028

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. **Fire Marshal** agrees 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.

Article VI. QUALIFICATION & ASSIGNMENT

Section 6.01 Qualification

Fire Marshal 1: Shall meet all requirements of **District** Policies 1716, Fire Marshal Job Description and 1505, Career Development Guide, and shall pass the associated testing process.

Fire Marshal 2: Shall successfully complete of one year as Fire Marshal 1, and shall meet all requirements of **District** Policies 1716, Fire Job Description and 1505, Career Development Guide, and shall pass the associated testing process.

Fire Marshal 3: Requires the successful completion of one year as Fire Marshal 2, shall meet all requirements of **District** Policies 1716, Fire Marshal 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 Fire Marshal shall work an average of forty (40) hours per week, as identified in Section 8 of District Policy 1401 Hours of Work, Schedule, and Work Period Designations.

Section 6.03 Assignment Provisions

(a) **Uniforms & Equipment**

The **District** will provide the **Fire Marshal** 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**.

MEMORANDUM OF UNDERSTANDING

Fire Marshal

July 1, 2025– June 30, 2028

All issued uniform items are the property of the **District** and will be returned to the **District** or paid for by the **Fire Marshal** 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 **Fire Marshal** with a vehicle for the purpose of conducting **District** business.

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

Article VII. COMPENSATION

Section 7.01 Salary

An 8% increase in monthly base pay will take effect on the pay period inclusive of July 1, 2025. An additional 4% increase to monthly base pay is scheduled to take effect on the pay period inclusive for July 1, 2026, and July 1, 2027. An opener clause to this MOU is agreed upon by the **District** and the **Fire Marshal** for the 2027 salary increase only. This opener would be triggered in the event **District** Property Tax Revenue are is less than 3% increase from the previous fiscal year.

The **District** agrees to maintain a minimum 15% pay step between Deputy Fire Marshal 3 and Fire Marshal 1 throughout the term of this MOU.

Section 7.02 Extra Pay

The **Fire Marshal** is 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 and or fire investigator call out.

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.

The Fire Marshal shall be compensated at time and a half for any time when required to perform work on a holiday.

MEMORANDUM OF UNDERSTANDING

Fire Marshal

July 1, 2025– June 30, 2028

Article VIII. LEAVES

Section 8.01 Vacation

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

(a) Accrual

The **Fire Marshal** 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. Use of vacation leave will be based on a 10-hour day/4-day work week.

The **Fire Marshal** is eligible to take whatever vacation hours they have earned, plus vacation hours earned through the end of the month preceding vacation.

The **Fire Marshal** 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.

MEMORANDUM OF UNDERSTANDING

Fire Marshal

July 1, 2025– June 30, 2028

(c) **Accrued Vacation Buy Back**

The District agrees to buy back up to forty (40) hours of vacation, in 10-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 10, 20, 30 or 40 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 8.02 Holidays

The Fire Marshal will be granted the following District recognized holidays as paid time off. On a paid holiday the Fire Marshal is not expected to work and will not have their compensation reduced for the absence on that day. Holidays falling on a Saturday will be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday.

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

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**

The **Fire Marshal** shall accrue 11.08 hours of sick leave (without loss of pay) for each two-week period. Sick leave may accrue without limit. Sick Leave will be used based on a 10-hour day / 4-day work week.

(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 they were eligible, subject to the following conditions:

MEMORANDUM OF UNDERSTANDING

Fire Marshal

July 1, 2025– June 30, 2028

- (i) To be paid, the employee shall have used no more than ninety-six (96) hours of sick leave during the calendar year and shall be in paid status or on leave of absence on the last day of the year.
- (ii) The compensation rate used shall be double (two times) the employee's hourly rate, exclusive of overtime pay, received during the year of accrual.
- (iii) All such payments shall be made within thirty-one (31) days of the last day of each year.
- (iv) After deductions of hours paid, the remaining sick leave balances shall be accumulated to the credit of each employee and carried forward into subsequent years. This balance shall be available for the use of employee in the event of injury/illness; however, any balances remaining at separation shall be applied to PERS Section 20965 (Unused Sick Leave Credit).

(c) Retirement

Upon service retirement from **District**, the Fire Marshal is 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 600 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. 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

The **Fire Marshal** will be granted two shifts 20 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 **Fire Marshal's** base hourly rate.

MEMORANDUM OF UNDERSTANDING

Fire Marshal

July 1, 2025– June 30, 2028

Article IX. BENEFITS

Section 9.01 Healthcare

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

(a) Medical Insurance

- (i) The District has elected to contract with the CalPERS to provide active employees and retirees with medical insurance coverage through the PEMHCA medical plans to.
- (ii) As required by PEMHCA, the District shall pay directly to PERS the monthly Minimum Employer Contribution (MEC) towards the PEMHCA medial plan insurance premium for each active employee and retiree who elects to enroll in a PEMHCA medical plan.
- (iii) Beginning insurance year 2026, the District's contribution shall be as stated below. If the District's contribution does not pay for 100% of at least half of the employee health insurance plan options for that year, the Parties will meet and confer.

For the 2026 medical insurance plan year, the District's contribution to monthly premium will be as follows:

Employee only: \$1,395
Employee plus one dependent: \$2,790
Employee plus two or more dependents: \$3,627

For the 2027 medical insurance plan year, the District's contribution to monthly premium will be as follows:

Employee only: \$1,465
Employee plus one dependent: \$2,929
Employee plus two or more dependents: \$3,808

For the 2028 medical insurance plan year, the District's contribution to monthly premium will be as follows:

Employee only: \$1,538
Employee plus one dependent: \$3,075
Employee plus two or more dependents: \$3,998

- (iv) The **Fire Marshal** shall have the ability to choose any District-sponsored health plan up to the maximum allowable premium amount.
- (v) If the **Fire Marshal** chooses a plan that exceeds the cost of the allowable premium amount, he/she shall pay the additional premium.

MEMORANDUM OF UNDERSTANDING

Fire Marshal

July 1, 2025– June 30, 2028

(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 the **Fire Marshal** 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 **Fire Marshal** 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.
- (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 the **Fire Marshal**. 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 **Fire Marshal** and their qualified dependents

MEMORANDUM OF UNDERSTANDING

Fire Marshal

July 1, 2025– June 30, 2028

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

The following additional provisions of the Public Employees' Retirement Law shall apply:

- Section 20042 (One-year final compensation).
- Section 20965 (Unused sick leave credit - 8 hours = 1 day).
- Section 21574.5 (Indexed Level of 1959 Survivor Benefits)

(b) Public Employment Pension Reform Act (PEPRA)

For employees hired 1/1/13 or later and who ARE NOT a member of the California Public Employees Retirement System (CalPERS) or a reciprocal agency, or those who have been separated from a public agency which contracts with CalPERS or a reciprocal agency for six months or more, the retirement benefit shall be:

- 2.7% at age 57; 3-year final compensation

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 **Fire Marshal** 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.

MEMORANDUM OF UNDERSTANDING

Fire Marshal

July 1, 2025– June 30, 2028


Article XI. TERM OF AGREEMENT

The term of this Memorandum of Understanding is from July 1, 2025 to and inclusive of June 30, 2028. Negotiations for a successor Memorandum of Understanding shall begin at the request of either party between January and June of 2028. This MOU shall remain in effect until a new MOU is mutually agreed upon or the impasse process has been completed.

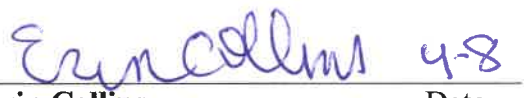
Article XII. SIGNATURES

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the **Fire Marshal**, 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, 2025 and ending June 30, 2028.



Kris Hurst Date
Board Negotiator
Scotts Valley
Fire Protection District



Erin Collins, Date
Fire Marshal
Scotts Valley
Fire Protection District



Ron Whittle Date
Board Negotiator
Scotts Valley
Fire Protection District

MEMORANDUM OF UNDERSTANDING

Fire Marshal

July 1, 2025 – June 30, 2028

ATTACHMENT A

Salary Schedule

Start Date	Pay Period inclusive of 7/1/2025	Pay Period inclusive of 7/1/2026	Pay Period inclusive of 7/1/2027
Position	8% Increase	4% Increase	4% Increase
Fire Marshal Step 1	\$17,274	\$17,965	\$18,684
Fire Marshal Step 2	\$17,792	\$18,863	\$19,618
Fire Marshal Step 3	\$18,326	\$19,806	\$20,599

The salary for Fire Marshal Step 1 beginning on 7/1/2025 is determined by a 15% delta above Deputy Fire Marshal Step 3 (13,908) as agreed to in this MOU (Section 7.01).