

**MEMORANDUM  
OF  
UNDERSTANDING**

**CENTRAL FIRE DISTRICT  
OF  
SANTA CRUZ COUNTY  
AND  
MANAGEMENT GROUP**

**March 20, 2021**

**Through**

**December 31, 2023**

## TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	Preamble	3
II	Recognition	3
III	Management Rights	3
IV	Maintenance of Benefits	4
V	Duties and Exclusive Employment	4
VI	Discrimination	4
VII	Compensation	4
VIII	Hours of Work	6
IX	Retirement Benefits	7
X	Clothing Allowance	8
XI	District Vehicle	8
XII	Holidays	8
XIII	Sick Leave	8
XIV	Bereavement Leave	9
XV	Vacation Leave	9
XVI	Life Insurance and Salary Continuance Insurance	10
XVII	Medical Insurance	11
XVIII	Dental Insurance	12
XIX	Vision Care	13
XX	Grievance and Arbitration	13
XXI	Alcohol and Substance Abuse Testing	16
XXII	Performance Evaluations	16
XXIII	Miscellaneous	16
XXIV	Term	16
XXV	Signature Page	17
Appendix A	Management Salary Schedule	18

## MEMORANDUM OF UNDERSTANDING

### **I PREAMBLE**

This Memorandum of Understanding (hereinafter referred to as this Agreement or MOU) is entered into by and between the Central Fire District of Santa Cruz County (hereinafter referred to as the Employer or District) and the Management staff of the Central Fire District of Santa Cruz County (hereinafter referred to as the Managers) pursuant to the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.) This Agreement was negotiated in good faith between representatives of the District and the Managers and is only applicable subject to individually negotiated employment contracts.

### **II RECOGNITION**

The Managers are hereby acknowledged by the Employer as the recognized employee organization for the purpose of meeting and conferring on matters within the scope of representation for individuals employed by the District in the Management bargaining unit, which consists of the following full-time exempt positions: Fire Marshal, Finance Director, Human Resources Director.

### **III MANAGEMENT RIGHTS**

The Management Group acknowledges that the Employer's responsibilities and rights, management responsibilities and rights, and all applicable state laws are neither abrogated nor made subject to the meet and confer process by approval of the terms of this Agreement. The parties acknowledge that it is the Employer's exclusive right to generally govern the work of the Employer and the conduct of its employees. The Employer has exclusive and inherent management rights with respect to matters of policy, which include, among others: the exclusive right to determine the mission of the Employer; to set standards of service; to determine the procedures and standards of selection for employment and promotion of employees; to direct its employees, including scheduling and assigning work, work hours, and overtime; to take disciplinary action, subject to the requirements of applicable law; to establish employee performance standards and to require compliance therewith; to establish work schedules; to determine the content of job classifications; to hire or promote employees; to lay off or relieve employees for lack of work, funds, or other legitimate reasons; to expand or diminish services; to determine the methods, means, and number and kinds of personnel by which Employer operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; to contract out in its sole discretion; to exercise complete control and discretion over its organization and the technology of performing its work; and to establish, implement, publish, and modify Employer rules, regulations, general orders, and directives consistent with the law and the specific provisions of this Agreement. The Employer's exercise of the above-listed rights shall be in accordance with law and the specific provisions of this Agreement, including the provisions regarding Advance Notice when applicable.

#### **IV MAINTENANCE OF BENEFITS**

All rights, terms, and conditions in writing, subject to the meet and confer process, not specifically covered in this Agreement shall remain in effect until change is effected through the meet and confer process and may then be a part of this Agreement insofar as these changes should be included in this Agreement.

The Employer and the Managers (or its properly designated representatives) shall meet and confer in good faith regarding wages, hours, and terms and conditions of employment. Both parties shall consider fully such presentations as are made by the District or the Managers on behalf of its members prior to arriving at a determination of policy or course of action.

The District agrees to maintain all health and related non-salary benefits for the duration for this contract (March 20, 2021 – December 31, 2023).

#### **V DUTIES & EXCLUSIVE EMPLOYMENT**

Employees perform the duties of their office as they are presently constituted and described in the District's job description for their assigned classification and such other duties as the District may from time to time assign.

Employees remain in the exclusive employ of the District during their employment with the District.

#### **VI DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, disability, religion, or legitimate union activities against any employee or applicant for employment by the Managers Group, by the District, or by anyone employed by the District; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination against any disabled persons solely because of disability unless that disability prevents the persons from performing the essential job duties of the position. Complaints alleging discrimination based on legitimate activities shall be processed as grievances under this Agreement. All other complaints of discrimination shall be processed in accordance with the District's policy prohibiting discrimination, harassment, and retaliation.

#### **VII COMPENSATION**

##### **A. Salary**

The District will pay the salary rates reflected in the Salary Schedule set forth in appendix A. During the term of this agreement, wages for all represented classifications will receive a cost of living adjustment (COLA) as follows:

Pay period including January 1, 2022 – 5%

Pay period including January 1, 2023 – 5%

**B. Education Incentive Plan**

Employees may receive Educational Incentive Pay as described below.

Educational Time Off shall be provided at the sole discretion of the Fire Chief as approved by the District Board.

A pay rate incentive program recognizing individual educational initiative shall be Fire Service oriented. To review the content of each individual course would be time consuming and would duplicate the accreditation performed by the California State Department of Education's Fire Service Training Program and each college district's advisory and review boards. Therefore, the Employer recognizes those Certificates of Proficiency and college level degrees issued by an accredited college or university.

To participate in the education (pay) incentive program, the employee must have satisfactorily completed a probationary period as prescribed by the Employer, and must possess either a Certificate of Proficiency in a field of study related to job services performed, an Associate, Bachelor's, or Master's Degree that meets with approval from the Employer.

Certificate of Proficiency Level: An employee meeting the above requirements and who possesses a Certificate of Proficiency related to job services performed shall receive \$94.00 a month as incentive pay.

Associate Degree Level: An employee meeting the above requirements and who possesses an AA or AS degree shall receive \$188.00 per month as incentive pay.

Bachelor's Degree Level: An employee meeting the above requirements and who possesses a BA or BS Degree shall receive \$282.00 per month as incentive pay.

The Fourth Incentive Level: An employee meeting the above requirements and who possesses a Master's Degree shall receive \$377.00 per month as incentive pay.

Those employees receiving Education Incentive Pay for a recognized equivalent to a Certificate of Proficiency as of 12/31/99 shall continue to receive first level Education Incentive Pay.

Employees shall only receive the highest Education Incentive Pay for which they qualify.

In the event that Education Incentive Pay is increased for any other bargaining group, the rates in this MOU will increase to the higher amount in the pay period following ratification of the MOU for the other bargaining group.

**C. Specialty Pay**

Employees who are certified by the State of California as a Certified Fire Investigator, and who actively participate in the Arson Investigation Unit, shall be paid an incentive of \$500.00 per month..

**D. Longevity Pay**

Employees shall receive a 2.5% salary increase after the completion of ten years of service to the District.

**E. Step Increases**

All step increases are merit based and shall be implemented annually as reflected in the salary schedule.

**F. Effective Date of Changes to Salary**

Changes to employee compensation or salary will be effective the first day of the payroll period following the date of final approval as granted by the District's Board and/or the Fire Chief. Exceptions to this provision require the written approval of the Fire Chief.

**VIII HOURS OF WORK**

Employees shall be assigned work hours and duty tours by the Fire Chief as follows:

- A.** Employees shall work a 40-hour workweek. The schedule may vary based on assignment. Each employee may be permitted to work an alternative schedule subject to the approval of the Fire Chief.
- B.** Employees work a 9/80 schedule of 7:30 a.m. to 4:30p.m. with alternative Friday's off.
- C.** Each employee is exempt from overtime under the Fair Labor Standards Act. An employee who works more than 40 hours in a week may accrue one hour of paid Flex Time for each hour worked above 40 hours. Employees Flex Time balance may not exceed 100 hours without prior approval from the Fire Chief.

## IX RETIREMENT BENEFITS

The Employer contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing pension benefits. Benefits provided under the Employers' CalPERS contract shall including the following elements:

Tier 1: For Classic Employees hired prior to 1/1/2011: The Employer is a participant in the California Public Employees' Retirement System (CalPERS), 2.5% @ 55 single highest year (GC 20042).

Tier 2: For Classic Employees hired on or after 1/1/2011: 2.5% @ 55 three year average of compensation plan (GC 21354.4 and 20037).

Tier 3: For New Employees hired on or after 1/1/2013: 2% @ 62 with 3 year average of compensation.

The following provisions of the California Government Code apply to all members of the Managers Group:

- California Government Code Section 20042 (one-year final compensation)
  - California Government Code Section 20037 (three year average – effective January 1, 2011 for new hires)
  - Pension Reform Act of 2013 (2% at age 62 – effective 1/1/13 for new hires)
  - California Government Code Section 20037 (3 Year Average – effective 1/1/11 new hires)
  - Pension Reform Act of 2013 (3 Year Average – effective 1/1/13 new hires)
  - California Government Code Section 21574.5 (1959 Survivors allowance – Indexed level) California Government Code Section 20965 (credit for unused sick leave)
  - California Government Code Section 21329 (Cost of living adjustment at 2%)
  - California Government Code Section 21337.1 (Purchasing Power Protection allowance)
- a) Classic employees as determined by CalPERS shall pay the full cost of any employee contribution associated with participation in the CalPERS-provided pension program. Classic employees participating in the Managers Unit shall contribute the 8% employee contribution required for participation in the classic 2.5% at 55 plan or revised contribution level for a new employee tiered plan.
- b) The Employer shall provide tax deferral of the employees' contributions to Cal-PERS as provided in the Internal Revenue Code.
- c) In the event the Employer's excess assets in CalPERS are depleted and there is a cost to the Employer to participate in the 2.5% at age 55 program, the parties to this Agreement will negotiate a Classic employee's contribution to CalPERS as it relates to 2.5% at 55.

## **X CLOTHING ALLOWANCE**

For those employees required to wear a district uniform, the District will report to CalPERS a uniform allowance of \$500.00 per year as special compensation for each Classic CalPERS member. The uniform allowance will be paid in twenty-six (26) equal installments of \$19.23. For PEPRA employees, a \$500.00 uniform allowance will be paid as compensation. The uniform allowance will be paid in twenty-six (26) equal installments of \$19.23. The uniform allowance for PEPRA members will not be reported to CalPERS.

## **XI DISTRICT VEHICLE**

The District will provide the Fire Marshal with a District vehicle for employee's use in conducting District business. The District shall pay all fuel, insurance, and maintenance costs for the vehicle. Employee's use of the vehicle shall be limited to District business and ancillary uses necessary to accomplish the duties and responsibilities of the Fire Marshal position, including to commute to and from work.

## **XII HOLIDAYS**

All employees shall receive twelve (12) full-paid holidays designated as follows:

New Year's Day	Veterans Day
Martin Luther King, Jr.	Thanksgiving Day
Presidents Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

**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. Holidays falling on the Employee's flex day will be observed the day before or after the holiday.

### Other Management Benefit:

In the first full pay period in January of each year, all Management employees will be credited with eighty (80) hours of Other Management Benefit. These hours may be used as time off with pay, taken in compensation, or rolled over into the employees deferred compensation plan. All optional management benefit hours must be exhausted during the calendar year with no carry-over.

## **XIII SICK LEAVE**

Employees shall be entitled to sick leave as follows:

- A.** Employees shall accrue sick leave at the rate of eight hours for each full month of continuous service.
- B.** Sick leave is personal illness, physical incapacity, the illness of a member of the immediate family, or the death of a member of the immediate family. Sick leave



shall not be construed to be a privilege, which employees may use at their discretion, but shall be allowed only in cases of necessity as herein set forth.

- C. To receive compensation while absent on sick leave, the employee shall notify the Fire Chief in the manner provided in the District's Policy and Procedures Manual. When absence is due to the illness of the employee for more than four scheduled workdays, the employee shall provide a note from a medical doctor to the Fire Chief upon return to duty.
- D. Employees may accumulate an unlimited amount of sick leave hours. Upon service retirement or retirement due to disability or resignation of employment, employees are eligible to either:
  - 1. Convert the entire balance of their accumulated sick leave to service credit under California Government Code Section 20965; or
  - 2. Receive a cash payment for up to a maximum payout of 750 hours and convert the remaining sick leave balance to service credit under California Government Code Section 20965. The cash payment shall be at the rate of pay upon retirement, including any approved educational incentive pay.

#### **XIV BEREAVEMENT LEAVE**

Employees shall be granted bereavement leave with pay in the case of the death of the following family members:

- The parents of the employee,
- The employees spouse or domestic partner,
- The parents of the employee's spouse or domestic partner,
- The step-parents of the employee and/or employee's spouse or domestic partner,
- The grandparents of the employee,
- The siblings of the employee,
- The children, step-children, and/or adopted children of the employee and/or the employees spouse or domestic partner.

Such leave shall be limited to forty (40) hours per occurrence.

#### **XV VACATION LEAVE**

Employees shall be entitled to vacation leave as follows:

- A. Employees shall accrue vacation hours if they work full-time. The rate at which employees accrue vacation hours and the maximum number of hours that can be accrued is determined by length of service and employment classification.
- B. The vacation accrual rate for employees may be adjusted based on previous service and/or experience as determined by the Fire Chief. The accrual rate may be adjusted at any time during employment as determined by the Fire Chief.

C. Full-time employees shall accrue vacation hours as follows:

<b>YEARS OF SERVICE</b>	<b>HOURS ACCRUED PER PAY PERIOD</b>	<b>MAXIMUM NUMBER OF DAYS PER YEAR</b>	<b>MAXIMUM NUMBER OF HOURS PER YEAR</b>	<b>MAXIMUM NUMBER OF HOURS THAT CAN BE ACCRUED</b>
1-5	4.62	15	120	240
6-11	6.46	21	168	336
12-17	7.69	25	200	434
18 +	9.23	30	240	434

- D. Employees may be granted vacation on an hour-for-hour basis in no less than half hour increments.
- E. Employees may not use more vacation than they have earned.
- F. On or before December 15th, if employees elect to receive compensation for unused vacation, the request will be made in writing to the Personnel/Payroll Specialist. The request for pay will designate the number of hours, not to exceed 120 hours, for which they are requesting compensation. The hours shall be paid at straight time, including any approved educational incentive pay. Payment for unused vacation shall be processed no later than the first full pay period in January of each year and shall be paid at the rate of the last calendar year's accrual.

## **XVI LIFE INSURANCE AND SALARY CONTINUANCE INSURANCE**

Employees shall be entitled to life insurance and salary continuation insurance as follows:

### **A. During Employment**

The District shall pay all premiums on behalf of employees for Life Insurance. Employees may purchase AD&D coverage through the District's provider at the District rate. The current Life Insurance Plan provides the following life insurance benefit for employees:

1. All full-time employees will receive a \$100,000 life insurance policy.
2. For all full-time employees, a death benefit of \$10,000 for spouse and \$5,000 per child is provided.
3. The CAPFF Long Term Disability Plan provides, after a 90 day waiting period, a monthly disability benefit equal to three-fourths of the employee's salary, to a maximum of Plan A benefit levels for full-time employees.

**B. Retiree**

1. Employees that retire on or before December 31, 2017:

Upon retirement and the completion of a minimum of 10 years of service to the District, the District shall pay 25% of the basic monthly premium for life insurance without AD&D. For each additional year of full time paid public service credit as recognized by CalPERS or a reciprocal system prior to retirement, the District shall pay an additional 2.5 % of the Life Insurance premium to a maximum of 100% of the premium.

2. Employees that retire on or after January 1, 2018:

Upon retirement and the completion of a minimum of 20 years of service to the District, the District shall pay 50% of the basic monthly premium for retiree only life insurance without AD&D. For each additional year of full time paid public service credit as recognized by CalPERS or a reciprocal system prior to retirement, the District shall pay an additional 2.5 % of the Life Insurance premium to a maximum of 100% of the premium.

3. The retiree premium portion, dependent on years of service to the District, is the responsibility of the retiree. Failure on the part of the retiree to pay the balance of the premium will result in removal of that retiree from the life insurance plan with no reinstatement.

**XVII MEDICAL INSURANCE**

Employees shall be entitled to medical insurance as follows:

**A.** The District shall provide medical health insurance to employees and their dependents through the CalPERS Health Benefits Program and shall pay the monthly premium for the health insurance plan as follows:

Employees may choose any health plan offered by CalPERS. The District will make the following contributions to the monthly premium. If an employee chooses a more expensive plan, they are responsible for paying any amount above the District's share. The difference, if any, will be deducted through the payroll system on a per pay period basis.

- For the 2021 medical insurance plan year, the District's contribution to the monthly premium will be as follows:

Employee only- \$961  
Employee plus one dependent- \$1920  
Employee plus two or more dependents- \$2497

- For the 2022 medical insurance plan year, the District's contribution to the monthly premium will be as follows:

Employee only- \$1009  
Employee plus one dependent- \$2017  
Employee plus two or more dependents- \$2622

- For the 2023 medical insurance plan year, the District's contribution to the monthly premium will be as follows:

Employee only- \$1060  
Employee plus one dependent- \$2117  
Employee plus two or more dependents- \$2754

**B. Retiree**

Tier One

1. Employees hired on or before December 31, 2017 shall have a retiree medical benefit upon completion of five years of service to the District. The District shall pay the premium for the retiree medical benefit to the same amount and on the same terms as described for the employee medical benefit in Section 17A above. District retiree medical benefits become secondary to Medicare at the Medicare Supplemental Qualifying Age.

Tier Two

2. Employees hired on or after January 1, 2018 shall have retiree medical benefit upon the completion of twenty years of service to the District. The District shall pay the premium for the retiree only medical benefit to the same amount and on the same terms as described for the employee only medical benefit in Section 17A above. District retiree medical benefits become secondary to Medicare at the Medicare Supplemental Qualifying Age.

**XVIII DENTAL INSURANCE**

**A. Employees will be entitled to dental insurance as follows:**

The Employer shall provide dental insurance to its employees and dependents as provided through Delta Dental Plan of California and shall pay the monthly premium for the dental insurance coverage. As of January 1, 2020, the District shall pay for the Delta plan level of coverage which provides for \$2000.00 maximum per year, increasing from the \$1000.00 maximum per year, for all active employees and dependents.

**B. Retiree**

Tier One

3. Employees that retire on or before December 31, 2017:

Upon retirement and the completion of a minimum of 10 years of service to the District, the District will pay 25% of the monthly dental premium for the retirees and

their dependents until age 26. For each additional year of full-time, paid public service as recognized by CalPERS or a reciprocal system, the District will pay an additional 2.5 % of the premium up to a maximum of 100% of the premium. The balance of the premium, if any, is the requirement of the retiree. Failure on the part of the retiree to pay the balance of the premium will result in removal of that retiree from the dental insurance plan with no reinstatement.

#### Tier Two

#### 4. Employees that retiree on or after January 1, 2018:

Upon retirement and the completion of a minimum of 20 years of service to the District, the District will pay 50% of the monthly dental premium for retiree only. For each additional year of full-time, paid public service as recognized by CalPERS or a reciprocal system, the District will pay an additional 2.5 % of the premium up to a maximum of 100% of the premium. The balance of the premium, if any, is the requirement of the retiree. Failure on the part of the retiree to pay the balance of the premium will result in removal of that retiree from the dental insurance plan with no reinstatement.

### **XIX VISION CARE**

The Employer shall provide vision care to employees and their dependents. Coverage shall be as outlined in the VSP Vision Plan provided through the current provider. The Employer shall pay the monthly premiums for Full-time employees and their dependents.

As an option retirees may purchase vision insurance through Employer's vision plan but must pay 100% of the premium. The Employer will not invoice retirees for the vision coverage. Invoicing is through the current third party administrator.

### **XX GRIEVANCE AND ARBITRATION**

A grievance shall be any dispute concerning the interpretation, application, or compliance with this Agreement or District rule, written policy, regulation or the Meyers-Milias-Brown Act as they relate to this Agreement. The aggrieved employee has the right to representation at any level or step of the grievance procedure.

#### **PROCEDURE:**

The parties recognize that early settlement of a grievance is essential. Therefore, it is agreed that during the term of this Agreement, grievances of all manner, including disciplinary matters, shall be resolved in the manner set forth herein.

**STEP 1:** An employee who believes he/she has a grievance shall within ten (10) calendar days of the events giving rise to the grievance or within ten (10) calendar days of the time the grievant became aware or reasonably should have become aware of the facts giving rise to the grievance shall discuss the matter with the Fire Chief (informal procedure).

**STEP 2:** If a resolution is not possible under STEP 1, within ten (10) calendar days of the occurrence, the aggrieved employee shall present the grievance in writing to the Fire Chief (formal procedure).

A. The written grievance shall contain information, which identifies:

1. The aggrieved employee.
2. The specific nature of the grievance.
3. The time and place of its occurrence or discovery.
4. The existing rule, written policy, regulation, agreement or provision of the Meyers-Millias-Brown Act alleged to have been violated, improperly interpreted, applied or misapplied, if any.
5. The consideration given or steps taken to attempt informal resolution.
6. The corrective action desired.

B. A decision by the aggrieved employee's supervisor shall be made in writing within (10) calendar days of receipt of the written grievance.

**STEP 3:** If not satisfied with the decision under STEP 2, the aggrieved employee may, within ten (10) calendar days after receipt of that written decision, refer the matter to the Personnel Committee in writing. The Personnel Committee will provide the aggrieved employee a decision in writing within ten (10) days of receipt of the written grievance.

**STEP 4:** If dissatisfied, the aggrieved employee may, within ten (10) calendar days after receipt of the decision under STEP 3, refer the matter to a panel. The panel will consist of four (4) members; two (2) chosen by the bargaining group, and two (2) members chosen by the Personnel Committee. The panel will meet, review the facts, and make its recommendation in writing to both parties.

**NOTE:** With regard to a dispute that arises out of the action of the Fire Chief (as distinguished from a lower level supervisor), the aggrieved employee may bypass STEP 1 & STEP 2, aforementioned.

## **STEP 5: ARBITRATION**

If the aggrieved employee is dissatisfied with the recommendation under STEP 4, the aggrieved employee may request arbitration. The arbitration request must be in writing to the Chair of the Board of Directors. This must be completed no later than fourteen (14) calendar days after receiving the recommendation from the panel, listed in STEP 4 of this agreement.

The aggrieved employee and the Fire Chief or designee shall mutually select an arbitrator. If the parties are unable to mutually agree on an arbitrator, they shall contact the State of California Mediation and Conciliation Service to request that a list of seven (7) possible arbitrators be provided. Upon receipt of seven (7) possible arbitrators the parties will meet to select the final arbitrator. The loser of a single coin toss will eliminate the first name of the possible seven (7) arbitrators. The parties shall then alternately strike names from the list of seven (7) arbitrators until such time as there is only one name remaining. The last arbitrator left shall be used. The aggrieved employee and/or his or her representative, along with the Employer, shall present all the facts pertaining to the grievance to the arbitrator.

- A. Decisions by the arbitrator shall be final and binding. The arbitrator's compensation and expenses, costs of the reporter, and transcripts shall be borne equally by the employee and the Employer. Time limits as noted herein may be extended or waived by mutual written agreement of the parties involved.
- B. The arbitrator will not add to, detract from, or modify the language of the agreement in considering any issue properly before him or her.
- C. The arbitrator will expressly confine themselves to the precise issues raised by the grievance and submitted to them and will have no authority to consider any other issue not so submitted.
- D. Any monetary award in favor of the grievant is limited to lost wages suffered from the date of the grievance forward.
- E. Failure on the part of the Management group of the aggrieved employee to appear in any case before an arbitrator without good cause shall result in the forfeiture of the case and responsibility for the payment of all costs of arbitration.

All time limits as noted in any step of the grievance procedure may be extended or waived by mutual written agreement of the parties involved.

**NOTE:** Compliance with the arbitrator's final decision must occur within thirty (30) calendar days of receipt of the written notice of the decision.

No reprisal shall result to any employee or organization that prepares or presents any grievance under this procedure.

## **XXI ALCOHOL AND SUBSTANCE ABUSE TESTING**

Alcohol and drug testing shall be performed during the employee's regularly scheduled, District-required medical-physical exam or if reasonable cause/suspicion or evidence is presented as outlined in applicable District policy. The Personnel Policy Guidelines related to alcohol and substance abuse testing shall be utilized if employees are found positive for illegal substances.

The employer shall follow generally accepted substance abuse rehabilitation guidelines and procedures. The cost of the substance abuse rehabilitation shall be the responsibility of the employees. A medical and psychological back-to-work examination (fit-for-duty) shall be provided by the employer as soon as possible and prior to the employees' being permitted to return to their regularly assigned duties.

## **XXII PERFORMANCE EVALUATIONS**

The Fire Chief will review and evaluate the performance of each employee on an ongoing basis and shall, at a minimum, complete a written performance review/evaluation annually. As discussed above, each employee's salary will be reviewed as part of the annual performance review/evaluation.

## **XXIII MISCELLANEOUS**

The items herein supersede any previously negotiated terms included in the employment agreements between Central Fire District and members of the Management group.

## **XXIV TERM**

After execution by all parties to this Agreement, no changes, amendments, or adjustments to this Agreement shall be made by any party to this Agreement without engaging in the meet and confer process. Any such mutual agreement shall be evidenced in writing setting forth the mutual agreement of the parties and incorporating the agreement into this Agreement. After meeting and conferring in good faith, the preceding terms and conditions of employment will be in effect commencing January 1, 2020, except as noted herein subject to the Employer's emergency powers under the Government Code Section 3504.5.

Except as otherwise specifically provided herein, this Agreement shall be effective March 20, 2021 through December 31, 2023.

This Memorandum of Understanding is entered into this 9<sup>th</sup> day of March 2021 in the County of Santa Cruz, California.



XXV SIGNATURE PAGE

MANAGEMENT GROUP REPRESENTATIVES

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

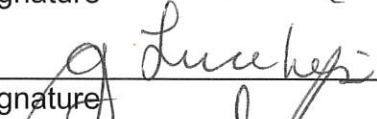
\_\_\_\_\_  
Signature

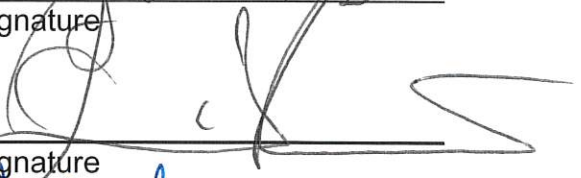
03/16/2021  
\_\_\_\_\_  
Date

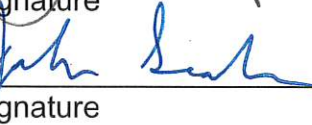
EMPLOYER REPRESENTATIVES

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

03/09/2021  
\_\_\_\_\_  
Date

**APPENDIX A  
MANAGEMENT SALARY SCHEDULE**

		1/1/2021		
HR DIRECTOR		5% COLA		
	1	\$ 10,984	\$ 5,070	\$63.37
	2	\$ 11,533	\$ 5,324	\$66.54
	3	\$ 12,110	\$ 5,590	\$69.87
	4	\$ 12,715	\$ 5,869	\$73.36
FINANCE DIRECTOR				
	1	\$ 12,739	\$ 5,879	\$73.49
	2	\$ 13,376	\$ 6,173	\$77.16
	3	\$ 14,045	\$ 6,482	\$81.02
	4	\$ 14,747	\$ 6,806	\$85.07
FIRE MARSHAL				
	1	\$ 12,420	\$ 5,732	\$71.65
	2	\$ 13,041	\$ 6,019	\$75.23
	3	\$ 13,693	\$ 6,320	\$78.99

		1/1/2022		
HR DIRECTOR		5% COLA		
	1	\$ 11,533	\$ 5,324	\$66.54
	2	\$ 12,110	\$ 5,590	\$69.87
	3	\$ 12,715	\$ 5,869	\$73.36
	4	\$ 13,351	\$ 6,163	\$77.03
FINANCE DIRECTOR				
	1	\$ 13,376	\$ 6,173	\$77.16
	2	\$ 14,045	\$ 6,482	\$81.02
	3	\$ 14,747	\$ 6,806	\$85.07
	4	\$ 15,484	\$ 7,146	\$89.33
FIRE MARSHAL				
	1	\$ 13,041	\$ 6,019	\$75.23
	2	\$ 13,693	\$ 6,320	\$78.99
	3	\$ 14,378	\$ 6,636	\$82.94

		1/1/2023		
HR DIRECTOR		5% COLA		
	1	\$ 12,110	\$ 5,590	\$69.87
	2	\$ 12,715	\$ 5,869	\$73.36
	3	\$ 13,351	\$ 6,163	\$77.03
	4	\$ 14,019	\$ 6,471	\$80.88
FINANCE DIRECTOR				
	1	\$ 14,045	\$ 6,482	\$81.02
	2	\$ 14,747	\$ 6,806	\$85.07
	3	\$ 15,484	\$ 7,146	\$89.33
	4	\$ 16,259	\$ 7,503	\$93.79
FIRE MARSHAL				
	1	\$ 13,693	\$ 6,320	\$78.99
	2	\$ 14,378	\$ 6,636	\$82.94
	3	\$ 15,097	\$ 6,967	\$87.09