

**MEMORANDUM OF UNDERSTANDING BETWEEN THE EMS CHIEF AND
CENTRAL FIRE DISTRICT OF SANTA CRUZ COUNTY**

This Memorandum of Understanding (MOU) is made and entered into at Santa Cruz, California, this April 13, 2021 by and between the Emergency Medical Services (EMS) CHIEF and the CENTRAL FIRE DISTRICT OF SANTA CRUZ COUNTY. All references regarding Central Fire District of Santa Cruz County EMS Chief will hereby be referred to as "Employee". All references to the Central Fire District of Santa Cruz County will be referred to as "District".

ARTICLE I. POSITION

Pursuant to the provisions of applicable state law, the position of EMS Chief is hereby recognized as an "overtime exempt, non-safety employee".

ARTICLE II. PURPOSE AND UNDERSTANDING

The purpose of this Memorandum of Understanding is to promote and provide harmonious relations, cooperation and understanding between the Employee and the District; to provide an orderly and equitable means of resolving differences which may arise under this Memorandum, and to set forth the agreements of the parties reached as a result of meeting and conferring in good faith.

This Agreement sets forth the understanding of the parties regarding the matters covered herein, and any or all prior or existing memoranda of understanding are hereby superseded.

Unless specifically modified by the terms of this Agreement, the District's Personnel Rules, Policies and Procedures, as set forth in District Resolution 2-10 shall apply to the Employee. To the extent there is a conflict between specific provisions of this Agreement and other District Rules, Policies and Procedures addressing a subject covered by this Agreement, the terms of this Agreement shall govern.

ARTICLE III. DISTRICT RIGHTS

Except as expressly limited by this Agreement, and as thereafter amended or modified, it is understood and agreed by the Employee that the District retains all of its powers to direct, manage and control the affairs of the District to the full extent of the law. Included in, but not limited to, those duties and powers is the District's right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish District policies, goals and objectives; maintain the efficiency of District operations; acquire District property; build, move or modify District facilities; establish budget

procedures and determine budgetary allocation; determine the methods of raising revenue; and contract out work. In addition, the District retains the right to increase, decrease or reassign the work force; hire, promote, demote; discharge or discipline for cause; or reclassify special work requirements. The District has the sole absolute right to assign or reassign District equipment including motor vehicles, to or from employees during, after, or before hours of duty without consultation of meeting and conferring with the employee.

ARTICLE IV. COMPENSATION

SECTION 1. SALARY

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

- First full pay period in January 2020 — 3%
- First full pay period in January 2021 — 4%
- First full pay period in January 2022 — 3%

SECTION 2. EMPLOYEE GROUP INSURANCE

a. **Medical Insurance**

The District shall provide medical health insurance to the employee and his/her dependents through the CalPERS Health Benefits Program. The District's contribution to the monthly premium will be equal to the PERS Choice PPO premium.

Employees may choose any health plan offered by CalPERS. 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.

Health premium contribution upon retirement:

- For one full month following the month of an Employee's retirement, the District will provide the same monthly contribution toward health plan premiums that the employee received during the final month of employment with the District.

b. **Dental Insurance**

The Employer shall provide dental insurance to its employees and dependents and shall pay the monthly premium for the dental insurance coverage.

c. **Vision Insurance**

The Employer shall provide vision care to employees and their dependents and shall pay the monthly premiums.

d. **Post Retirement Longevity Benefit**

The District has established a CALGOVEBA ("VEBA") account for retiree healthcare. All plan design features of VEBA have been negotiated and are mandatory as described in this section. Employer-level administrative fees or maintenance charges for the VEBA will be paid by the District.

Employees hired after March 31, 2005 shall participate in a Post Retirement Longevity Benefit program. The new Employee shall receive a District contribution into their VEBA in the amount of thirty-five dollars (\$35.00) per month for each month of their employment. The new Employee shall make a mandatory monthly contribution equal to one-half of the District monthly contribution. The District contribution to the VEBA shall vest to the new Employee only in the event that the new Employee retires from the District for service or service-connected disability.

In addition, all Employees, upon service or disability related retirement, shall have all terminal sick leave and vacation leave payoff funds contributed directly into the Employee's account. Any other form of separation from employment will result in terminal sick and vacation leave payoffs being made directly to the terminating employee.

Employee and retiree participation in the VEBA is mandatory in order to receive any Post Retirement Longevity Benefit. All mandatory contributions to the VEBA described herein shall be made on the first business day of the month or as close to that as is practical. In the event that Employee or new Employee mandatory contributions are not made for any reason the District is relieved of its obligation to make contributions. VEBA deposits, withdrawals, and related income tax consequences are governed by the Internal Revenue Code and Internal Revenue Service and both the District and all Employees understand this.

e. **The District will pay one hundred percent (100%) of the premium for group life insurance for employee for coverage in the amount of fifty thousand dollars (\$50,000.00).**

f. **Long Term Disability**

The District will provide long term disability insurance and shall pay the premium for the employee.

SECTION 3. RETIREMENT

a. **Employer Paid Member Contribution (EPMC).** The District will pay one hundred percent (100%) of the Employee's contribution for PERS. This contribution is to be

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credited to the Employee's individual account as per Section 20615 of the Public Employees' Retirement Law.

- b. Miscellaneous personnel are under a "3% at 60" contract, effective January 1, 2006, and in addition to the basic benefits; the following benefits are included:

- One-year Final Compensation
- Credit for Unused Sick Leave
- Reporting the Value of Employer Paid Member Contribution (EPMC)

SECTION 4. PAY PERIODS

The annual base pay amount shall be divided by 26 and the resulting amount shall be paid on a regular biweekly basis.

SECTION 5. FLEXIBLE WORK SCHEDULE

Employee's normal workday is working between 0800- and 1800-hours Monday through Thursday. When it is deemed to be to the benefit of the District and does not conflict with District operational needs, the Fire Chief may approve temporary rearrangement of the employee's work schedule for a particular day.

- a. The District acknowledges that there may be benefits both to the District and the employee in alternative schedules. Employee may request that the Fire Chief consider alternate scheduling of their work. Examples of alternate schedules include flex-time, job sharing, 9/80 and 4/10 plans. The Fire Chief may give consideration to such requests within existing law and policy but is not obligated to change an employee's schedule. Also included in the concept of alternative schedules and flex time are assignments such as other professional development and training techniques. Employee requests for alternate schedules will be made in writing, on a form mutually agreeable to the Employee and the District. Rejection of an employee's request for an alternative work schedule option shall be made in writing from the Fire Chief and shall cite the reason(s) for rejecting the request.

SECTION 6. CONTINUING EDUCATION

In the interest of developing the Employee's knowledge, skills, and abilities related to job responsibilities, the District will from time-to-time provide education and training opportunities and assignments to the Employee. Such education and training opportunities and assignments shall be approved in advance by the Fire Chief and will be reimbursable to the Employee under applicable District expense reimbursement policy.

ARTICLE V. PERFORMANCE REPORTS

SECTION 1. POLICY

It is the policy of the District that regular reports be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is declared to be the responsibility of the Fire Chief that these evaluations be made.

SECTION 2. PROCEDURE

- a. Pre-evaluations will be prepared for Employee within thirty (30) days past the beginning of Employee's hire date.
- b. Written reports shall be prepared for Employee for a salary increase in accordance with District Personnel Policies. Copies of the reports shall be furnished to the Employee.

SECTION 3. REVIEW

Each performance report shall be reviewed with the Employee as a tool for improving performance. The Employee shall sign the report to acknowledge this review and is entitled to submit a signed statement, to be attached, if employee does not concur with the contents of said report.

SECTION 4. DISTRIBUTION

Reports shall be prepared in two (2) copies. After review by the appointing authority, one copy (1) shall be retained for file, one (1) copy shall be returned to the Employee.

ARTICLE VI. LEAVES

SECTION 1. HOLIDAYS

- a. Employee shall earn holiday leave currently approved: Thirteen days per year designated as follows:

New Year's Day	Thanksgiving
Martin Luther King's Day	Friday following Thanksgiving
President's Day	Last working day before Christmas
Memorial Day	Christmas
Independence Day	New Year's Eve
Labor Day	Floating Holiday
Veteran's Day	

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- 1) All requests to take Floating Holiday Time off shall be submitted to the Fire Chief with a minimum of twenty-four (24) hours in advance. This notice may be waived with approval of the Fire Chief.
- 2) Once a Floating Holiday has been granted, it may not be rescinded without the employee's approval.
- 3) If a holiday falls on a day that is assigned as a scheduled day off the holiday leave may be used during the remainder of the calendar year subject to the advance approval of the Fire Chief.

SECTION 2. VACATIONS

a. Employee shall earn and accrue vacation time as follows:

- 1) From time of appointment as a full-time permanent employee until completion of the fifth year, employee shall earn ten (10) hours per month (15 working days per year).
- 2) For the sixth (6th) through the eleventh (11) years of employment, at the rate of fourteen (14) hours of vacation per month (21 working days per year)..
- 3) After completion of the eleventh (11th) year, an employee will be given one (1) additional vacation day for each additional year of service, to a maximum of thirty (30) days after twenty (20) years of service with the District.
- 4) Employee shall be permitted to carryover or accrue vacation to the maximum established below after which no further hours will be earned or accrued:

1 to 5 yrs. of service	240 hrs.
6 to 11 yrs. of service	336 hrs.
Over 11 yrs. of service	368 hrs.

Maximum accrual excludes those days accrued in the current calendar year.

b. Full-Time Employee

- 1) Any full-time employee in continuous full-time service of the District who terminates employment and has earned vacation time shall be paid for such time on the effective date of such termination. When separation is caused by death of an employee, payment shall be made to the estate of such employee.

- 2) Any employee incurring a serious injury or illness which requires the employee to be hospitalized or confined while on paid vacation leave may have those days changed to sick leave with pay and vacation days restored accordingly, provided the employee has sufficient sick leave accrued and the period of hospitalization and/or confinement is certified by a physician's written statement.

SECTION 3. SICK LEAVE

a. Full-Time Employees

- 1) Sick leave is that amount of time allocated by the District each calendar year from January 1st through December 31st.

- 2) All Employees shall be entitled to sick leave as follows:

Employees shall accrue sick leave at the rate of sixteen (16) hours per month (192 hours per year), with a maximum accumulation of 1600 hours. At the end of each calendar year, one-half (1/2) of the accumulated sick leave in excess of 1600 hours shall be paid at the Employees base hourly rate of pay.

Maximum accrual excludes those days accrued in the current calendar year.

- 3) Sick leave shall not be considered as a right which an Employee may use at their discretion but shall be allowed only in case of necessity or as required by law.
- 4) An Employee is entitled to sick leave with pay who are unable to work because of their own illness or disability, for the illness or disability of an eligible family employee and other purposes required by federal and state law.
- 5) No Employee shall be entitled to sick leave with pay while on a District granted Leave of Absence without pay.
- 6) Notification and Verification
 - a) Advance Notice Requirement. In order for sick leave to be granted, Employee who, because of illness or injury, is unable to report to work, shall notify the Administration Office in accordance with District regulations or policies. Failure to notify the Administration Office without good reason will result in an unauthorized leave of absence without pay. The determination in this regard shall be made by the Fire Chief.

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- b) Where the length of absence due to injury or illness is not known at the outset, it shall be the responsibility of the Employee to remain in contact with the Administration Office of the District.
- c) Verification.
 - 1) In the case of injury, Employees shall present to District Administration Office a physician's "release to return to work" prior to or upon reporting for duty.
 - 2) In the case of illness, the Employee may be required to file a physician's certificate or a personal affidavit with the Fire Chief, stating the cause of absence in the case of:
 - (a) An Employee's absence for three or more consecutive workdays which is due to illness;
 - (b) Whenever the Fire Chief reasonably believes that cause exists to request such verification.
- d) The Fire Chief may require a medical examination before allowing an Employee to return to work. Such examination shall be performed by a physician selected by the District and shall be at the District's expense.

b. Pay for Sick Leave

- 1) At the end of each calendar year, one-half (1/2) of the accumulated sick leave in excess of 1600 hours shall be paid at the Employee's regular hourly rate of pay.

Upon retirement, any accumulated sick pay not compensated for, may be applied as service credit as provided for by Public Employee's Retirement Law, Section 20862.8

The Employee will receive payoff for accumulated sick leave upon termination except for discharge for upheld cause (for which payoff shall be forfeited). Payoff of accumulated sick leave will be limited to 800 hours, plus the current year's accumulation. One-half (1/2) of the above 800 hours, plus one-half (1/2) of the current year's accumulation, shall be paid at the Employee's regular hourly rate of pay, with any accumulated sick leave not compensated for applied as service credit as provided for by Public Employee's Retirement Law, Section 20862.8

- 2) Employees retiring on a service or disability pension shall have the option of:

- a) Being paid for their unused sick leave. This shall apply to one-half (1/2) of the first 800 (eight hundred) hours accumulation plus one-half of the current calendar year accumulation. This shall be paid at the Employee's current regular hourly rate of pay; or
 - b) Taking their unused sick leave as time off to increase the time credit for pension purposes. This shall apply to one-half (1/2) of the first 800 (eight hundred) hours accumulation plus one-half of the current calendar year accumulation. Vacation, sick leave, and holiday hours or any other benefits shall not accrue while using this option.
- 3) An Employee discharged for upheld cause shall forfeit all the right to any payment for accumulated sick leave.
 - 4) An Employee resigning shall not qualify for payment of any accumulated sick leave.
 - 5) The survivor(s) of any Employee will be paid for that Employee's accumulated sick leave, not to exceed that amount entitled the Employee upon retirement.

SECTION 4. PERSONAL LEAVE

- a. Personal Leave is leave necessary for reasons other than injury or illness directly to the employee.
- b. Personal leave will be charged against any time the employee has accrued, such as sick leave and vacation time, as approved by the Fire Chief.
- c. Employee shall be entitled to Personal Leave as follows:
 - 1) Not more than twelve (12) days of leave each calendar year in case a employee's presence is required elsewhere because of sickness, disability or childbirth of an employee or his/her immediate family as defined in the District Personnel Policies. Proof of need must be approved by Fire Chief or designee prior to leave.
 - 2) An employee may be granted one (1) day personal leave to attend the funeral of a relative (not defined as immediate family) at the discretion of the Fire Chief.
 - 3) An employee required to appear before a court (for other than subpoenas due to actions as a District employee or jury duty) will receive the necessary time as paid personal leave, providing:
 - a) Employee notifies Fire Chief in advance, with adequate time remaining so that a relief may be obtained.

- b) The employee must return to duty immediately after being released.
- d. No employee shall be entitled to personal leave with pay while on a District granted Leave of Absence.

SECTION 5. BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, the employee shall be granted five (5) working days paid bereavement leave.

SECTION 6. MILITARY LEAVE

Military leave shall be provided in accordance with Federal and State Law.

SECTION 7. JURY DUTY

Jury Duty benefits will be provided in accordance with current District policies.

SECTION 8. EXECUTIVE LEAVE

The Employee shall be credited with fifty-six (56) hours of Executive Leave annually at the beginning of each calendar year. Executive Leave shall be taken in the calendar year granted. It shall not be accumulated or carried over to a succeeding year. There shall be no payoff for unused Executive Leave.

ARTICLE VII. TERM OF AGREEMENT

1. 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 January 1, 2020 through December 31, 2022.

2. Savings Clause

In the event any portion of this Agreement is declared null and void by a court of competent jurisdiction, the remaining portions of the Agreement shall continue in full force and effect, and the parties shall immediately commence negotiations to ensure


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that the superseded portion(s) are rewritten to conform as nearly as possible to the original intent.

3. Amendments Clause

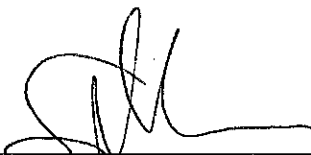
Amendments to this contract on non-economic,(no cost to the District), non-substantive issues which are agreeable to both sides, and do not require negotiation, may be accomplished with the use of an addendum which shall be dated, signed and attached to this MOU.

CENTRAL FIRE DISTRICT OF SANTA CRUZ COUNTY:



John Scanlon, Board Chair

4/13/21
Date



Scott Vahradian, EMS Chief

4/13/21
Date



Central Fire District of Santa Cruz County

930 17th Avenue ♦ Santa Cruz, CA 95062 ♦ (831) 479-6842 ♦ www.centralfiresc.org

SIDE LETTER AGREEMENT TO AMEND Central Fire District EMS Chief

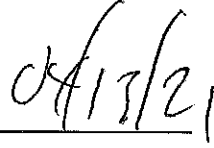
Subject: Reopen the EMS Chief Memorandum of Understanding with respect to Education Incentive Pay:

Education Incentive Pay

Effective the first full pay period in January 2020, the employee will receive education incentive pay of 4% of Step 1 Firefighter/Paramedic pay for successful completion of a BA/BS Degree completed prior to or during employment.



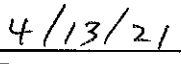
Scott Vahradian



Date



John Scanlon, Board President



Date