

**Memorandum**

**Of**

**Understanding**

**Central Fire District  
Of Santa Cruz County**

**And**

**The Professional Firefighters Union**

**IAFF Local - 3535**

**January 1, 2023**

**Through**

**December 31st, 2025**

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## **I. Preamble**

This Memorandum of Understanding (MOU) is entered into by and between the Central Fire District (Employer or District) and the Professional Firefighters Union, IAFF Local - 3535 (Union) pursuant to the Meyers-Millas Brown Act (Gov. Code §§ 3500-3511) and has been jointly prepared by the parties.

## **II. Recognition and Dues Deductions**

The Union is hereby acknowledged by the District 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 firefighter bargaining unit, which consists of the following full-time positions: Battalion Chief, Fire Captain, Fire Captain Specialist, 40-hour Battalion Chief, 40-hour Safety Employee, Firefighter/Paramedics, and Firefighters.

The District shall deduct from a represented employee's pay Union membership dues, designated fees, premiums for insurance programs, political action fund contributions and any special membership assessments (collectively "contributions"), as is established and may be changed from time to time by the Union upon receipt of either a written certification from the Union that it has and maintains Individual employee authorizations or a signed employee dues deduction authorization form from an employee. The District shall remit such contributions to the Union.

Any employee desiring to revoke their authorization for contributions shall proceed as follows: For those employees who signed a membership card or other authorization form which provides terms of revocation, the exclusive method of revocation set by the card or other authorization form; for employees whose membership card or other authorization form does not provide terms of revocation, the employee may revoke by submitting a written revocation to the Union and the District during the month of June of any year.

When the Union determines that a represented employee timely revokes their membership or authorization to deduct contributions as provided above, the Union shall notify the District in writing within fourteen (14) days. The District shall cease deducting contributions from the employee's pay by the next qualifying pay period after receiving the notice of revocation from the Union.

Employee requests to cancel or change notice of contributions deductions must be directed to the Union, rather than to the District.

The Union shall defend, indemnify, and hold the District and its officers and employees harmless from any and all claims, demands, suits or other actions arising from the maintenance of any contributions from an employee's pay that are made in reliance on any certification provided by the Union under this section. and/or from complying with any third-party demand regarding the Union request for union contributions made pursuant to this provision, provided that the District provides notice to the Union within the statutory requirements of any claim, demand, suit, or other action served on the District for which is it seeking defense and/or indemnification. With regard to any such claim, demand, suit or other action, the Union will have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended,

tried or appealed. In no event shall the District be required to pay from its own funds Union contributions its employees are obligated to pay, but failed to pay, regardless of the reasons.

The Union will be allowed one (1) representative at all District orientations where new employees represented by the Union will be attending, consistent with Government Code § 3550-3559. Union representatives shall be allowed twenty (20) minutes to make a presentation and answer questions to and from employees in classifications represented by the Union. The District will notify the union thirty (30) days in advance of such orientation sessions.

Except as otherwise provided in this section, and in accordance with SB 866 (2018) and AB 119 (2017), each pay period, the District shall remit all sums so deducted to the Union, and in each quarter of the year (January 1, April 1, July 1, and October 1), the District shall provide a report with the following information: employee name, job title, work location, work, home, and personal cellular telephone contact number in district records, personal email addresses on file with the District, and home addresses of all employees and amounts deducted, including an accumulated total annual amount deducted per employee.

### **III. Management Rights**

The District has exclusive and inherent management rights with respect to matters of policy. These include, among others: the exclusive right to determine the mission of the District; to set standards of service; to determine the procedures and standards for selection for employment; 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 relieve its employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of District operations; to determine the methods, means and the number and kinds of personnel by which District operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; to exercise its discretion to organize and reorganize its department and affairs, and to otherwise exercise complete control and discretion over its organization and the technology of performing its work; to determine the content of job classifications; to implement rules, regulations and directives consistent with the law and the specific provisions of this MOU. The District's exercise of the above listed rights shall be in accordance with law and the specific provisions of this MOU, including the provision regarding advance notice when applicable.

### **IV. Maintenance of Benefits**

All rights, terms and conditions of employment, subject to the meet and confer process, not specifically covered by this Agreement shall remain in effect until changed by mutual agreement.

The District and the Union or their 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 Union or the District prior to arriving at a determination of policy or course of action.

The District agrees to maintain all benefits for the duration of this contract.

## **V. Discrimination**

There shall be no discrimination by the Union, the District, or any District employee because of sex, race, color, ancestry, religion, national origin, physical or mental disability, medical condition, age, marital status, the taking of family and medical leave per the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), pregnancy, sexual orientation, gender identity, or participation in legitimate Union activities. Complaints alleging discrimination based on legitimate Union 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.

## **VI. Definition of Legacy Employees**

Central Fire Protection District Legacy Employees (Central Legacy Employees)- those members hired by the Central Fire Protection District of Santa Cruz County prior to the date of consolidation, February 4, 2021.

Aptos/La Selva Fire District Legacy Employees (Aptos/La Selva Legacy Employees)- those members hired by the Aptos/La Selva Fire District prior to the date of consolidation, February 4, 2021.

## **VII. Wages and Hours**

For purposes of determining the hourly rate for 56-hour employees, the annual salary is divided by 2920.

The agreed difference between the steps of Probationary Firefighter/Paramedic and Step 1 Firefighter/Paramedic, and Probationary Firefighter and Step 1 Firefighter is 18%. The agreed difference between steps is 5%. The agreed difference between the ranks of Firefighter 3 and Captain 1 is 14%. The agreed difference between the ranks of Captain 3 and Battalion Chief 1 is 12%.

The Employer will pay the salary rates reflected in the Salary Schedule set forth in Appendix A.

All step increments in salary occur annually based on the employees' date of hire. Step increases for those employees promoted to a higher rank will occur annually based on their promotion date. Step increases are effective on the first day of the pay period following the employee's anniversary date.

All active employees represented by this Agreement shall be assigned to weekly work shifts (56 hours average or 40 hours), unless on special assignments as designated by a chief officer of the District. For the duration of this Agreement, the work schedule for 56-hour employees will remain 48 hours on and 96 hours off shift pattern.

## **A. Out of Class Compensation**

Those employees required to work out of class (upward) shall be compensated at the same rate of pay that they would receive if appointed to that position; however, such employees, not including the 40-hour safety employee, shall not be compensated at a rate that exceeds the lowest paid employee regularly assigned to that higher level position, exclusive of any incentives. Additionally, employees who are scheduled to work out of class for more than four (4) consecutive shifts shall receive the higher pay rate as compensation for vacation, sick leave, and any other compensated time off that occurs while working out of class. Once the employee returns to their regular class, their compensated time off reverts to their regular pay rate.

Employees who work in a higher class in an acting position or temporary upgrade assignment shall have any Out of Class Compensation for regularly scheduled hours reported to CalPERS for pension calculation pursuant to the California Code of regulations, title 2, Section 571 as Temporary Upgrade Pay. Premium compensation for Upgrade Pay for overtime hours is not reportable. Those employees electing to work out of class (downward) shall be compensated at their regular rate of pay as working in their normally assigned position. Out of Class Compensation earned for PEPRAs members will not be reported to CalPERS.

## **B. Overtime**

### **1. Fair Labor Standards Act (FLSA) Work Period**

As set by the Department of Labor, work periods for public safety employees can vary from seven to 28 days (section 207(k)). Based on the set work period, safety employees are entitled to FLSA overtime for hours actually worked in excess of the threshold set by the Department of Labor. (For FLSA purposes Central Fire District pays FLSA overtime for all time worked or "deemed" to have been worked including all paid time off).

Central Fire District has established a 24-day work period and therefore employees are entitled to FLSA overtime for hours worked in excess of 182 hours. The regular scheduled hours worked for our shift employees is 192 (eight, 24-hour shifts) within a 24-day work period. Since the regular scheduled hours exceed the 182-hour threshold, there are ten hours of scheduled overtime for safety employees each 24-day FLSA work period. Since the employee's salary is intended to compensate for the scheduled 192 hours, the overtime premium for the hours between 182 and 192 is at half-time of the employee's "Regular Rate of Pay".

- There are 15.208 FLSA Cycles a year ( $365 / 24 = 15.208$ ).
- There are typically 26 pay periods per year.
- 2920 is the assumed hours worked per year (2,080 hours for forty-hour employees) · FLSA Pay is reportable special compensation to CalPERS for pension calculation.

## **2. Regular Rate of Pay**

An employee who works overtime will be compensated for those overtime hours at a rate of one- and one-half times the employee's "Regular Rate of Pay." The "Regular Rate of Pay" includes all remuneration paid to the employee including base salary as defined in the salary schedule plus any additional pay the employee receives such as but not limited to Special assignment Pay and Education Incentive. All included compensation will be converted into an hourly rate to calculate FLSA pay as well as the Overtime Rate of Pay. Holiday Pay and Uniform Allowance are not included in the regular rate of pay.

## **3. Overtime Rate**

Employees shall be entitled to premium overtime compensation at the rate of one and one half (1.5) times the employee's "regular rate of pay", as that term is defined under the FLSA, for all the time worked or deemed to have been worked in excess of 182 hours in a 24-day work period. For the purpose of determining overtime, the words "deemed to have been worked" shall include all paid leave time.

Overtime compensation shall be accumulated in one-half hour increments.

## **4. Compensatory Time Off**

Bargaining unit employees are eligible to receive earned overtime in the form of compensatory time off. The maximum accumulated compensatory hours will not exceed 120 hours.

Employees may use accrued CTO hours as time off in accordance with the vacation time off process set forth in policy 1011.

An employee who is promoted to a higher position shall have one half of their accrued CTO hours paid off at the time of the promotional appointment, at the regular rate of pay for the previous class.

## **C. Education Incentive**

Employees are eligible to receive education incentive pay. In order to receive this pay, the employee must possess either a Certificate of Proficiency in a field of study related to job services performed, an Associate Degree, Bachelor's Degree, or Master's Degree issue by and accredited college or university which meets the approval from the Employer. Eligible employees may receive incentive pay as follows:

- Certificate of Proficiency: Shall receive \$94.00 per month as incentive pay.
- Associate degree: Shall receive \$188.00 per month as incentive pay.
- Bachelor's Degree: Shall receive \$282.00 per month as incentive pay.
- Master's Degree: Shall receive \$377.00 per month as incentive pay.

Aptos Legacy Employees receiving Education Incentive as of December 31, 2020, shall continue to receive the incentive pay at the compensation rates listed below.

- 1% Education Incentive: Shall receive \$94.00 per month as incentive pay.
- 2% Education Incentive: Shall receive \$188.00 per month as incentive pay
- 3% Education Incentive: Shall receive \$282.00 per month as incentive pay
- 4% Education Incentive: Shall receive \$377.00 per month as incentive pay

Effective the first full pay period of January 2023, any Battalion Chief who possess an Associate's, Bachelor's, or Master's degree, and who also possesses a California Chief Officer Certification, or a California Certified Chief Officer certificate shall receive \$300 per month. This incentive shall be compounded with all other education incentives.

Effective the pay period including July 1, 2025, Education Incentive pay will be as follows:

Employees may pursue additional compensation above their individual merit salary step increments through the Employer Education Incentive Plan.

A pay rate incentive program recognizing individual educational initiative shall be awarded to all employees who possess a college level degree from an accredited college or university, and certain State Certification Levels

To participate in the education incentive program, the employee must possess either an Associate Degree, Bachelor's Degree or Masters' Degree in any field of study. An additional incentive level is available for those employees who also have completed and are in possession of a Company Officer Certification or a Chief Officer Certification.

- Associate Degree shall receive \$200 per month.
- Bachelor's Degree shall receive \$300 per month.
- Master's Degree shall receive \$400 per month.

Qualifying employees may also receive the following additional incentives.

- An employee meeting the above requirements, and who possesses a Company Officer Certification shall receive \$50.00 per month.
- An employee meeting the above requirements, and who possesses a Chief Officer Certification shall receive \$50.00 per month.
- An employee meeting the above requirements, and who possesses a Managing Officer Program or Executive Fire Officer Certification from the National Fire Academy shall receive \$100.00 per month.
- An employee meeting the above requirements, and who possesses a Chief Fire Officer, Chief Training Officer, Fire Marshal, or Fire Officer credential from the Center for Public Safety Excellence shall receive \$150.00 per month.

Company Officer and Chief Officer incentives may be compounded for employees who meet the requirements. All other incentives cannot be compounded.

Education incentive is reportable special compensation to CalPERS for pension calculation in accordance with Article 4, Section 571.1 of Chapter 2 of Division 1 of Title 2 of the CA Code of Regulations.

#### **D. Special Assignments**

Bargaining unit employees may be appointed to perform the duties of one or more special assignments by the Fire Chief or his/her designee. Bargaining unit employees appointed to a special assignment will be required to meet the minimum requirements of that assignment, including any continuing education requirements (which generally consist of a minimum of 24-hours of continuing education per year, including didactic and manipulative training, i.e., hands-on, drills, exercises, etc.) The Training Division shall coordinate all courses and/or trainings respective to a special assignment.

NOTE: All employees appointed to a special assignment shall complete any initial or minimum training required, including receipt of any required certifications or passage of any applicable medical examinations necessary to obtain a certification or license. Employees who do not meet applicable Federal, State and Local requirements for the position will not be eligible for initial appointment. Once appointed, employees are required to maintain all applicable certifications and complete required continuing education mandates. Employees appointed to a position who are required to attend training off duty to meet this requirement will be paid overtime compensation for such work.

The Fire Chief, in consultation with the Fire District Training Chief and related agencies that the Fire District interfaces with (e.g., State Fire Training, California Specialized Training Institute [CSTI]), shall establish the certification requirements and continuing educational requirements for the special assignments listed below.

Employees who wish to be removed from a special assignment may request to be removed by submitting a letter, requesting removal, to their Battalion Chief following the appropriate chain of command. The letter will then be forwarded to the Fire Chief who will determine if the request will be granted or denied.

##### **1. Hazardous Materials Technician**

Employees may be eligible for appointment to assignment as a Hazardous Materials Technician. Employees assigned as a Hazardous Materials Technician will be required to have specialized training. Employees in this assignment will have increased responsibilities on certain incidents and are subject to an increased safety risk due to increased exposure to toxic, radioactive, explosive or other hazardous substances. To be eligible for appointment to this assignment, an employee must possess certification from the State of California, in accordance with State Fire Training as a Hazardous Materials Technician or above. Employees in this assignment will be required to satisfy all continuing education requirements required by CAL/OSHA, maintain annual Haz-Mat related physical (medical) requirements and satisfy all requirements to be an employee of the Santa Cruz Hazardous Materials Incident Team (SCHMIT). Employees appointed to this assignment must maintain an active role in SCHMIT and are routinely

and consistently required to respond to situations involving exposure to hazardous materials. Employees appointed to this position will be eligible to receive special assignment pay, which will be equal to \$500 per month. Hazardous Materials Technician incentive pay is reported as special compensation to CalPERS for pension calculation purposes.

## **2. Fire Investigator**

Employees may be eligible for appointment to the Fire Investigation Unit. This Unit is responsible for investigating the cause and origin of destructive fires, including suspected arson fires. To be eligible for appointment to this assignment, at minimum, an employee must be certified by the State of California as a Fire Investigator (State Fire Training, 2017), Fire Investigation 1 (State Fire Training, retired) and/or as an Apprentice or Technician level Fire Investigator recognized by the California Conference of Arson Investigators (CCAI) Certified Fire Investigator program. Employees appointed to this assignment will be required to routinely and consistently participate in the Fire Investigation Unit. Employees appointed to this assignment will be eligible to receive special assignment pay, which will be equal to \$500 per month. Fire Investigator incentive pay is reported as special compensation to CalPERS for pension calculation purposes.

## **3. Aquatic Response Rescue Team**

Employees may be eligible for appointment to the Aquatic Response Rescue Team (ARRT). This team is responsible for responding to incidents that require specialized expertise in conducting hazardous water rescues, which present an increased safety risk. To be eligible for appointment to the ARRT, an employee must successfully meet all District and United States Lifesaving Association (USLA) requirements as referenced in SOP 902, and as those requirements are updated from time to time. Employees appointed to this assignment will be required to routinely and consistently participate as an employee of the ARRT. Employees appointed to this assignment will be eligible to receive special assignment pay, which will be equal to \$500 per month. Aquatic Response Rescue Team incentive pay is reported as special compensation to CalPERS for pension calculation purposes.

## **4. Truck Operator**

Employees may be eligible for appointment to a Truck Operator Assignment. Truck Operators are routinely and consistently responsible for operating certain heavy equipment and apparatus that goes beyond just the operation of a Fire Engine. To be eligible for a Truck Operator assignment, an employee must maintain a valid commercial driver's license or other motor vehicle license which allows for the operation of the assigned heavy equipment and shall have successfully completed the District's Truck Operator Program. Employees who have successfully completed the District's Truck Operator Program will be eligible to receive special assignment pay which will be equal to \$500 per month. Truck Operator incentive pay is reported as special compensation to CalPERS for pension calculation purposes.

## **5. Rescue Technician**

Employees may be eligible for appointment to a Rescue Technician assignment. Rescue Technicians are routinely and consistently responsible for responding to certain life and safety rescue situations such as high angle or cliff rescues, trench or subterranean rescues or rescues in confined spaces which require enhanced training and specialized expertise due to increased hazards that pose a significant safety risk. To be eligible for appointment to a Rescue Technician assignment, an employee must have successfully completed a minimum of four of the following six specialized classes, with the remaining classes to be completed within one year of appointment:

- Rope Rescue Technician
- Rescue Systems 1
- Rescue Systems 2
- Rescue Systems 3
- Confined Space Rescue (Technician)
- Trench Rescue (Technician)

Employees who have completed the required specialized classes as stated above will be eligible to receive special assignment pay, which will be equal to \$500 per month. Rescue Technician Incentive pay is reported as special compensation to CalPERS for pension calculation purposes.

#### **6. Training Instructor**

The Fire Chief or his/her designee may appoint an employee to a Training Instructor assignment. Training Instructors are temporarily reassigned to provide specialized training instruction routinely and consistently to employees for the duration of the assignment. This can include special assignments such as an instructor at the Fire Academy and will include duties such as curriculum development, preparation, and presentation of training materials. This position may require supervision of training staff and fire recruits. Employees appointed to this assignment will be eligible to receive special assignment compensation, which will be equal to 5% of the employee's base pay. Training Instructor incentive pay is reported as special compensation to CalPERS for pension calculation purposes.

#### **7. Special Administrative Assignment**

The Fire Chief or his/her designee may appoint an employee to an unanticipated Special Administrative Assignment. This temporary assignment shall be at the discretion of the Fire Chief or his/her designated representative. This position shall be available if the need is determined, to Firefighters, Firefighter Paramedics, Fire Captains or Battalion Chiefs. Upon re-assignment of the selected employee by the Fire Chief or designated representative, the employee will be compensated an amount equal to 10% of the employee's base pay. This classification of Special Assignment is not reportable to CalPERS for pension calculations because it does not meet CalPERS classification for Special Compensation.

Employees working a temporary light duty assignment are not eligible for Special Assignment pay.

**E. Longevity Pay**

Employees hired on or before January 1st, 2013, will receive a 2.5% salary increase after the completion of ten (10) years of service to the District.

Employees hired after January 1st, 2013, will receive a 2.5% salary increase after the completion of twenty (20) years of service to the District. Longevity pay will include all incentive and specialty pay excluding Education Incentive.

**F. Paramedic Pay**

A Firefighter who becomes a paramedic licensed and accredited by the State of California and County of Santa Cruz to perform the duties of a paramedic and performs those duties for the Employer shall be compensated an additional ten percent (10%) above the base salary of A Firefighter of equal step. Paramedic Incentive is reportable special compensation to CalPERS for pension calculation.

Any Captain wishing to maintain their paramedic license will be compensated 3.5% for step 3 firefighter pay per month. Paramedic incentive is reportable special compensation to CalPERS for pension calculation.

**VIII. 40 Hour Safety Employee/40 Hour Battalion Chief**

**40 HOUR SAFETY EMPLOYEE:**

1. The 40-hour Safety position, shall at a minimum, have two slots secured for a Captain Specialist. The Central Fire District's "Fire Captain Specialist" is a rotational administrative assignment in the Fire Training, Community Risk Reduction or Fire Operations Division based on the needs of the organization as determined by the Fire Chief. The position shall provide critical administrative management skills to enhance career development.
2. No later than September 1st of each year, the Fire Chief will solicit and receive letters of interest from the current safety employees requesting a lateral transfer for the following calendar year. The Fire Chief will interview all eligible applicants. The Fire Chief may select one of these voluntary applicants that best meets the needs of the organization.
3. If there are no voluntary applications for the position of 40 Hour Safety Employee, the Chief may appoint one of the three least senior company officers off probation who did not apply. Those employees being considered for the assignment shall be notified via an oral interview process prior to receiving the assignment. The assignment shall begin in alignment with the shift bid of each calendar year unless the prior incumbent's term is voluntarily extended beyond one year. An employee assigned to the 40 Hour

Safety Employee assignment under these conditions will not be required to serve in the assignment again until all other eligible safety employees have served a term in the assignment.

**MISCELLANEOUS TERMS AND CONDITIONS:**

1. The 40 Hour Safety Employee will be allowed to take callbacks only when they are off duty and shall not be force hired. They will be placed in the regular call back rotation when they are off duty.
2. The 40 Hour Safety Employee will be eligible to take a callback to the highest level eligible. Overtime earned on a shift call back shall be at the 40-hour overtime rate of pay.
3. Employees assigned to the 40-hour safety positions shall be paid according to appendix A. The agreed difference between the salary for a 56-hour Captain and a 40-hour Captain shall be 5%. For purposes of determining the hourly rate for the 40-hour safety employee, the annual salary is divided by 2080. Holiday pay will be paid out at the 40-hour rate. If the employee chooses to take a national holiday off, he/she must use paid vacation leave or their administrative holiday hours for the absence.
4. The 40-hour work week will consist of either five (5) 8-hour days or four (4) 10-hour days, as determined by the Fire Chief.
5. The 40-hour safety employee shall receive forty hours of administrative holiday leave, which may be taken off anytime during the calendar year with the approval of the Fire Chief. All administrative holidays must be used during the calendar year with no carry over to the next calendar year. Administrative holiday hours will be prorated based upon appointment date. Administrative Holiday Leave hours have no cash value. Any hours not used prior to separation will not be cashed out.
6. The 40-hour safety employee shall accrue vacation and sick leave at the same rate as employees assigned to a 56-hour schedule. Annual leave payout requests shall be processed at the 40-hour employee rate of pay.
7. The Fire Chief may issue a District vehicle to the 40-hour safety employee if the employee resides within Santa Cruz County for after-hours Incident Safety Officer responses. The Fire Chief, or designee, may determine which types of incidents the 40-hour safety employee may respond to as an Incident Safety Officer. Compensation for after hour response is at their 40-hour overtime rate of pay.
8. The 40-hour employee shall retain all rights bargained by Local 3535.

**PROCESS FOR DISCONTINUANCE OF 40 HOUR SAFETY EMPLOYEE ASSIGNMENT:**

1. An employee can discontinue their 40-hour safety employee in two ways. The first is to complete the year-long assignment as described above in the first paragraph under

General Conditions. The second method of discontinuing the assignment is described below.

An employee wanting to discontinue his/her 40-hour safety assignment must submit a letter of intent via Inter-Office Memorandum following the appropriate chain of command. The letter of intent will then be forwarded to the Fire Chief. The employee must have served a minimum of 10 months in the position before a letter of intent can be submitted or have another extenuating circumstance approved by the Fire Chief. Once the 40 Hour Safety Employee's letter is received and accepted by the Fire Chief, the 40 Hour Safety Employee will remain in the position for up to 30 days after the Fire Chief approves the request and fills the position as described in the SELECTION process above.

2. When a 56-hour safety position of equal rank becomes vacant the Fire Chief, or designee, will grant the opening to the 40-hour safety employee as long as a qualified, Internal applicant is available to assume a 40-hour safety employee position.
3. The Fire Chief, or designee, may then fill the opening through the promotional process or by selecting another qualified and willing applicant.
4. The employee that moves from the 40-hour safety position to the 56-hour safety position will no longer have the benefits as described above in Miscellaneous Terms and Conditions upon the first day of reporting to the 56-hour work schedule.
5. An employee assigned to the 40 Hour Safety Employee assignment under these conditions will not be required to serve in the assignment again until all other eligible safety employees have served a term in the assignment.

#### **40 HOUR BATTALION CHIEF:**

1. The Battalion Chief assigned to the Training Division will be allowed to take callbacks only when he/she is off duty. They will be included in the regular callback rotation when off duty. Overtime earned will be at the 40-hour rate of pay.
2. The Battalion Chief working as a 40 Hour shall receive the same bi-weekly pay and benefits, as an employee of the same step working a 56-hour shift. For purposes of determining the hourly rate for the 40-hour safety employee, the annual salary is divided by 2080. Holiday pay will be paid out at the 40-hour rate. If the employee chooses to take a national holiday off, he/she must use paid vacation leave or their administrative holiday hours for the absence.
3. The 40-hour work week will consist of either five (5) 8-hour days or four (4) 10-hour days, as determined by the Fire Chief.
4. The Battalion Chief assigned to the Training Division shall receive forty hours of administrative holiday leave, which may be taken off anytime during the calendar year with the approval of the Fire Chief. All administrative holiday hours must be used during the calendar year with no carry over to the next calendar year and cannot be cashed

out. Administrative holidays will be prorated based upon appointment date. Administrative Holiday Leave hours have no cash value. Any hours not used prior to separation will not be cashed out.

5. The Battalion Chief assigned to the Training Division shall accrue vacation and sick leave at the same rate as Battalion Chief's assigned to a 56-hour schedule. Annual leave payout requests shall be processed at the 40-hour employee rate of pay.
6. The Fire Chief may issue a District vehicle to the Battalion Chief assigned to the Training Division if the employee resides within Santa Cruz County for after-hour incidents. The Fire Chief, or designee, may determine which types of incidents the Battalion Chief assigned to the Training Division may respond to. Compensation for after hour response is at their 40-hour overtime rate of pay.
7. When assigned by the Fire Chief to fulfill the standby time requirement, the 40-hour Battalion Chief will be compensated at the rate stated in section IX, shown below. Standby is defined as off duty hours. Employees will not receive the special compensation pay during his/her normally scheduled work hours.
8. The Battalion Chief assigned to the Training Division will retain bargaining rights of Local 3535.

#### **IX. Duty Chief Standby Coverage**

The 40-hour Battalion Chief of Training and Safety will be included in the rotational duty coverage. The 40-hour Battalion Chief agrees to provide administrative or operational response including zone coordinator responsibilities. Duty Coverage will be assigned in one-week increments.

A one week increment for the purposes of this MOU is defined as 0700 Monday until 0700 on the following Monday.

If an employee is assigned Duty Coverage, they will be compensated \$550/week for the assignment.

An employee can trade weeks for Duty Coverage or partial weeks for Duty Coverage, only one employee can be compensated per week. An employee can only trade weeks for Duty Coverage with another qualified employee or request coverage from the Fire Chief. It is the employee's responsibility to coordinate and manage the trading of Duty Coverage.

The employee is responsible to record an accurate reflection of who is to receive Duty Coverage pay by recording the status in the staffing program.

At times, the Fire Chief or their designee may determine a need for an additional Duty Chief to be on standby for District coverage. This additional duty coverage will be fulfilled by a qualified

56-hour employee. The duties of this assignment shall include incident response, administrative duties, district coverage or zone coordination. The typical coverage area will consist of but is not limited to the jurisdictional boundaries of the District.

Employees electing to accept Duty Chief Standby Coverage assignments shall be required to:

- Maintain a minimum qualification of Acting Battalion Chief;
- Remain within the boundaries of Santa Cruz County while on standby;
- Be in a ready to respond state as specified in Central Fire's SOP's and Policies Needed coverage will be determined by the Fire Chief and assignments shall be offered utilizing the District's automated callback system.

Assignments shall be offered by a rotational list of Battalion Chiefs and Acting Battalion Chiefs. When an employee elects to accept an offered assignment, their name shall be rotated to the bottom of the list.

Upon acceptance of the assignment, the employee shall receive:

- A District command staff vehicle;
- District Cell Phone;
- District Pager.

Compensation shall be paid at a rate of one hour of overtime pay for every six hours assigned to standby, with a one hour minimum. Hours compensated for stand by coverage shall be considered hours worked for the purposes of overtime calculation. Partial hours shall be rounded up to the nearest  $\frac{1}{2}$ -hour increment.

Upon activation from standby status to duty status because of District need, stand by pay ends and the employee is compensated at the employee's Overtime Rate of Pay for all hours activated, with a minimum of one-hour increments. Partial hours shall be rounded up to the next full hour. Once the employee is returned to the standby assignment, the employee will be paid one hour for every 6 hours on standby.

Employees shall not be forced/Mandated to accept standby coverage and if qualified employees are not available, District coverage shall be maintained by on duty personnel and existing mutual/auto aid agreements. Employees shall not be restricted in conducting personal business/affairs while providing Standby Coverage as long as available for a reasonable response window and may also be available by cell phone or radio communications.

Employees that are assigned a District vehicle shall be allowed to utilize the vehicle while on Standby assignment in place of their personal vehicle as long as kept in a ready to respond status.

Employees shall not be required to be in District uniform while providing standby coverage, but a reasonable expectation of professionalism is expected and upon activation. Proper uniform standards and safety equipment standards will be followed per District SOP's/Policies as time constraints allow.

Standby compensation is not included by CalPERS when calculating pension benefits.

## **X. Staffing**

It is the intent of the Employer to maintain a minimum daily staffing of 23-line personnel consisting of:

- One Battalion Chief or Acting Battalion Chief;
- One truck company staffed by one Fire Captain or Acting Fire Captain, one Truck Operator, one Firefighter/Driver Operator and one Firefighter/Paramedic; and
- Six engine companies staffed by one Fire Captain or Acting Fire Captain, one Driver/Operator and one Firefighter/Paramedic.

The District shall retain the right to redistribute and re-assign personnel as deemed appropriate. The District also has the right to make emergency staffing adjustments based on unforeseen emergency staffing needs. Any long term/permanent reduction in the above referenced staffing levels shall occur only after the parties have engaged in the meet and confer process.

## **XI. Retirement**

- A. Classic members 3% @ 50, as determined by CalPERS, shall pay 12% contribution to CalPERS. The District shall pay the employer contribution to CalPERS.

In addition to the basic benefits, the following benefits are included:

- Gov. Code 20042 - One Year Final Compensation
- Gov. Code 20965 - Sick Leave Credit
- Gov. Code 21427 - Increase in Non-Job Related Disability Retirement Allowances
- Gov. Code 21548 - Pre-Retirement Optional Settlement 2 Death Benefit
- Gov. Code 21571 - 1959 Survivor Benefits
- Gov. Code 21572 - Increased Level of 1959 Survivor Benefits
- Gov. Code 21573 - Third Level of 1959 Survivor Benefits
- Gov. Code 21574 - Fourth Level of 1959 Survivor Benefits
- Gov. Code 21024 - Military Service Credit as Public Service

- B. Classic members 3% @ 55, as determined by CalPERS, shall pay 12% contribution to CalPERS. The District shall pay the employer contribution to CalPERS. (APT Legacy).

In addition to the basic benefits, the following benefits are included:

- Gov. Code 20042 - One Year Final Compensation
- Gov. Code 20965 - Sick Leave Credit
- Gov. Code 21427 - Increase in Non-Job Related Disability Retirement Allowances
- Gov. Code 21548 - Pre-Retirement Optional Settlement 2 Death Benefit
- Gov. Code 21571 - 1959 Survivor Benefits

- Gov. Code 21572 - Increased Level of 1959 Survivor Benefits
- Gov. Code 21573 - Third Level of 1959 Survivor Benefits
- Gov. Code 21574 - Fourth Level of 1959 Survivor Benefits
- Gov. Code 21024 - Military Service Credit as Public Service

C. Classic members 3% @ 55, as determined by CalPERS, shall pay 12% contribution to CalPERS. The District shall pay the employer contribution to CalPERS. (CTL Legacy).

In addition to the basic benefits, the following benefits are included:

- Gov. Code 20042 - Three Year Average
- Gov. Code 20965 - Sick Leave Credit
- Gov. Code 21427 - Increase in Non-Job Related Disability Retirement Allowances
- Gov. Code 21548 - Pre-Retirement Optional Settlement 2 Death Benefit
- Gov. Code 21571 - 1959 Survivor Benefits
- Gov. Code 21572 - Increased Level of 1959 Survivor Benefits
- Gov. Code 21573 - Third Level of 1959 Survivor Benefits
- Gov. Code 21574 - Fourth Level of 1959 Survivor Benefits
- Gov. Code 21024 - Military Service Credit as Public Service

DPERS "PEPRA" Employees are under a "2.7% at 57" PERS contract and will contribute fifty percent (50%) of the "normal cost" as determined by CalPERS.

- Gov Code 20042 - Three Year Average Final Compensation
- Gov. Code 20965 - Sick Leave Credit
- Gov. Code 21427 - Increase in Non-Job Related Disability Retirement Allowances
- Gov. Code 21548 - Pre-Retirement Optional Settlement 2 Death Benefit
- Gov. Code 21571- 1959 Survivor Benefits
- Gov. Code 21572 - Increased Level of 1959 Survivor Benefits
- Gov. Code 21573 - Third Level of 1959 Survivor Benefits
- Gov. Code 21574 - Fourth Level of 1959 Survivor Benefits
- Gov. Code 21024 - Military Service Credit as Public Service

## **XII. Holidays**

In-lieu holiday compensation is equivalent to 13 holidays per year and shall be paid to employees at the rate of 12 hours per pay period and shall be paid at the employees base hourly rate. In-lieu holiday compensation shall not be converted to paid leave.

Additionally, Battalion Chiefs shall receive five administrative holidays, which may be taken off any time during the calendar year with the approval of the Battalion Chief's supervisor. All administrative holidays must be used during the calendar year with no carryover and no cash value.

Compensation for holiday pay will be paid biweekly.

### **XIII. Sick Leave**

56-hour employees shall accrue sick leave at the rate of 11.08 hours per pay period. Sick leave may be used for personal illness, physical incapacity, or the illness of a family member. Sick leave shall not be construed to be a privilege, which an employee may use at their discretion, but shall be allowed only in cases of necessity as herein set forth.

For 56-hour employees, where absence is due to the illness of the employee for more than two consecutive twenty four hour shifts or more than two consecutive work days for 40 hour employees, the employee may be required to provide a paper copy of a medical excuse from a Physician or authorized representative upon the request of the employee's immediate supervisor, the supervising Battalion Chief or the Fire Chief. Upon return to duty, this document will be submitted to the immediate supervisor who will then submit it to the Human Resources Director as soon as possible.

At the end of each calendar year, a maximum of 144 hours of the annual accumulated sick leave in excess of 2400 hours may be paid at the member's regular hourly rate of pay in effect on December 31st. The request will be made in writing to the Personnel/Payroll Specialist by December 31st. Any employee with a sick leave balance below 2400 hours, may not cash in hours.

Employees on an unpaid leave of absence shall continue to accrue sick leave hours at their normal rate.

Employees may accumulate an unlimited amount of sick leave hours. Upon retirement, employees shall have the option of:

1. Convert the entire balance of his/her accumulated sick leave to service credit in accordance with the provisions of the Public Employees Retirement Law (California Government Code Section 20965); or
2. Receive compensation for up to a maximum of 750 hours of unused sick leave plus one half of the employee's current calendar year accrual, at the member's current regular rate of pay, and convert their remaining sick leave balance to service credit under California Government Code Section 20965.

Upon written notification of retirement and with the Fire Chief's approval, employees may use up to a maximum of 8 pay periods of sick leave as time off in order to extend their retirement date. The Fire Chief may rescind the approval in the event of critical staffing needs. If an employee subsequently chooses not to retire after initiating this option, the employee will not be able to use it again.

Upon retirement, any payout will be at the employee's current regular rate of pay.

Upon separation from the District for reasons other than termination or retirement the employee will receive compensation up to a maximum of 750 hours of unused sick leave, at the member's current regular rate of pay.

**XIV. Bereavement Leave**

In the event of a death in the employee's immediate family, the employee shall be granted three (3) shifts paid bereavement leave.

Immediate Family Members Consist of:

- The parents of the employee;
- The employees' spouse or domestic partner;
- The parents of the employees' spouse or domestic partner;
- The stepparents of the employee and or/employee's spouse or domestic partner;
- The grand parents of the employee;
- The siblings of the employee;
- The children, stepchildren, and/or adopted children of the employee and/or the employees' spouse or domestic partner.

**XV. Vacation Leave**

Employees shall be entitled to at least sixteen (16) consecutive calendar days of vacation per year. Full-time employees shall accrue vacation hours. The rate at which an employee accrues vacation hours and the maximum amount of vacation hours that may be accrued is determined by an employee's length of service, as set forth in the following chart:

<b>Vacation Accrual Schedule for all Union Members</b>				
<b>Years of Service</b>	<b>Hours Accrued per pay period</b>	<b>Annual shift equivalent</b>	<b>Maximum annual accrual (in hours)</b>	<b>Maximum accrual (end of calendar year)</b>
1-5	7.38	8	192	288
6-10	10.15	11	264	396
11 - 13	12	13	312	468
14 - 16	13.85	15	360	540
17 +	14.78	16	384	576

Employees may not use more vacation than they have earned.

Maximum accrued vacation hours may not at any time exceed the hours stipulated. Once an employee reaches "maximum accrual" based on his/her years of service, the employee will cease to accrue any additional hours until the employee's balance falls below the "maximum accrual" based on his/her years of service.

An employee may cash out accrued vacation leave four times per calendar year. 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. The combined total annual vacation cash out will not exceed one half of the Maximum Annual Accrual. The hours shall be paid at the employee's regular rate of pay.

Any full-time member in continuous full-time service of the District who terminates her/his employment and has earned vacation time shall be paid for any unused leave hours in the pay

period following separation. When separation is caused by the death of Member, payment shall be made to the employee's life insurance beneficiary.

Any Member incurring a serious injury or illness which requires the Member 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 Member has sufficient sick leave accrued and the period of hospitalization and/or confinement is certified by a physician's written statement.

Vacation Leave Payout shall not be reportable to CalPERS for pension calculation.

No vacation with pay is allowable to part-time, emergency, relief, seasonal, or extra help employees, nor to employees paid solely on an hourly basis.

No Vacation time shall be used by Probationary employees within the first six months of employment.

Employees on an unpaid leave of absence shall continue to accrue vacation leave hours at their normal rate.

**XVI. Union Leave Bank**

**ACCRUED TRANSFER OF TIME TO UNION LEAVE BANK:**

In the first full pay period of January of each year, each active L3535 bargaining unit employee will contribute to the Union Leave Bank by donating 4 hours of his/her accrued vacation leave. The time shall be deducted from each employee's accrued vacation time bank and maintained by the District.

If an employee does not have at least 4 vacation time hours available, no deduction will occur until the next pay period that those hours become available. Employees separating employment during the year will not be refunded time or receive any credit from the hours contributed.

The number of hours deducted from each employee's accrued vacation banks may be adjusted from year to year as necessary with written notification from the Union to the Fire District.

**CARRY OVER OF UNUSED FUNDS:**

If there are any unused amounts in the Union Leave Bank at the end of the fiscal year, these amounts will carry over to the following year.

**USAGE OF THE UNION LEAVE BANK:**

When a bargaining unit member has received the appropriate approval to be absent from his/her scheduled shift(s) to attend conferences or training related to a union function, time shall be transferred from the Bank on an hour for hour basis regardless of rank. The employee assigned to cover the vacancy shall be compensated at their Regular Rate of Pay per the Memorandum of Understanding with all hours being considered hours worked for the purpose of FLSA and

overtime calculations. The employee absent from work while attending union business shall receive pay for their regularly scheduled shifts.

**AUTHORIZATION FOR USE OF THE UNION LEAVE BANK:**

An employee seeking to be absent from work pursuant to this section must receive written approval from a union officer and present the request in advance to the Fire Chief or designee at least (7) days prior to the event. The Fire Chief or designee will confirm available hours in the Union Leave Bank to cover the absence and notify by email, approving or denying the absence to the requesting employee and shift Battalion Chief. Approval will be denied if insufficient hours available at the time of request. Final authorization will then be made utilizing the Fire District Staffing Program (CrewSense) approval process.

**STATUS REPORTS:**

The Fire District shall provide reports of time available in the Union Leave Bank upon request of Union Officers or Appointees as well as hours used in the current calendar year.

**DISCLAIMER OF LIABILITY:**

The Fire District assumes no responsibility for how the leave time is used. Time spent on Union Leave is considered "Paid Time Off" for all calculations as specified in the Memorandum of Understanding.

**NO WAIVER OF RIGHTS:**

Nothing in this section shall supersede the Fire Chief's duty to maintain management control over shifts to ensure that the daily operation of the Fire District is adequately covered.

**XVII. Benefits**

**A. Life Insurance**

The District shall pay, on behalf of current employees, the premiums for participation in the District offered life insurance plan. For all full-time employees, the life insurance plan will provide a death benefit of \$10,000 for a spouse, and \$5,000 per child.

The District sponsored life insurance plan will provide the following benefit for employees:

All employees to age 64 \$100,000.00  
Employees aged 65 – 69 \$65,000.00  
Employees aged 70 + \$50,000.00

**B. Salary Continuance Insurance**

The District shall pay, on behalf of current employees, the premium for a long-term disability plan that provides, after a sixty (60) day waiting period, a maximum payout benefit based on the C.A.P.F.F. Long Term Disability Insurance benefit (Plan A).

**C. Medical Health Insurance**

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. If an employee chooses a less expensive plan, the employee will not receive the difference in the costs.

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

Employee only: \$1059  
Employee plus one dependent: \$2118  
Employee plus two or more dependents: \$2753

For the 2024 medical insurance plan year, the District's contribution to the monthly premium will be as follows:

Employee only: \$1112  
Employee plus one dependent: \$2224  
Employee plus two or more dependents: \$2891

For the 2025 medical insurance plan year, the District's contribution to the monthly premium will be as follows:

Employee only: \$1168  
Employee plus one dependent: \$2335  
Employee plus two or more dependents: \$3035

**D. Dental Insurance**

The Employer shall provide dental insurance to its employees and their dependents and shall pay the monthly premium for the dental insurance coverage. The District shall pay the monthly premium for a plan equal to the Delta plan level of coverage which provides for \$2000.00 maximum per year for all active employees and dependents.

**E. Vision Insurance**

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

## **F. Retiree Benefits**

### **1. Life Insurance**

Retirees may purchase retiree only life insurance through the employer's plan but must pay 100% of the premium.

### **2. Dental Insurance**

Central Legacy employees that retired on or before December 31, 2021, with a minimum of 10 years of service to the district, the Employer shall pay 2.5% of the premium for each full year of service, up to 100% of the premium. The retiree will be responsible for the remaining premium costs.

All other retirees may purchase dental insurance through the employer's plan but must pay 100% of the premium.

### **3. Vision Insurance**

Retirees may purchase vision insurance for the retiree and their qualified dependents through the employer's plan but must pay 100% of the premium.

### **4. Health Insurance**

Central Legacy employees that retire on or before December 31, 2022, the employer shall contribute to a CALGOVEBA plan, up to 85% of the third highest CalPERS medical benefit available in Santa Cruz County. If the retiree reduces the number of qualified dependents, the benefits paid by the district shall decrease to the corresponding benefit tier with no future increase.

Aptos/La Selva Legacy employees that retired on or before December 31, 2019, the district shall contribute \$350 per month to a CALGOVEBA account. The contribution shall terminate on the retiree's 65<sup>th</sup> birthday or upon their death, whichever occurs first.

Aptos/La Selva Legacy employees that retired between January 1, 2020, and February 4, 2021, the district shall contribute \$1800 per month into a CALGOVEBA account. This contribution shall decrease to \$900 per month on the retirees 65th birthday, the District's contribution the CALGOVEBA account will terminate upon the retiree's death.

Aptos/La Selva Legacy employees hired prior to consolidation that retire after consolidation, and Central Legacy employees hired prior to consolidation that retire on or after January 1, 2023, with a minimum of 5 years of CalPERS service, the district shall contribute to a CALGOVEBA account, the same level of coverage amount as current employees. At age 65 the amount contributed by the district shall decrease by half of the retiree's current rate. If the retiree reduces the number of qualified dependents, the benefits paid by the district shall decrease to the corresponding benefit tier with no future increase.

- Employees hired on or after February 5, 2021, the district shall contribute into a CALGOVEBA account, as follows:
  - A minimum of 15 years of service to the District is required to be eligible for 75% of the employee only rate of retiree health care. The districts contribution will increase by 5% of the employee only rate per year of service up to a maximum of 100% of the employee only rate.
  - The Retiree must have served a minimum of five years as a full-time employee in the CalPERS system to qualify.

In the event of the death of a current employee or retiree, dependents will receive the same level of coverage as outlined above, based upon years of service.

### **XVIII. Clothing**

The District will provide non-safety and safety attire. Employees will be responsible for maintenance of all non-safety clothing.

The District will report to CalPERS a uniform allowance of \$300.00 per year as special compensation for each Classic CalPERS member. The uniform allowance will be reported in twenty-six (26) equal installments of \$11.54.

For PEPRAs employees, a \$300.00 uniform allowance will be paid as compensation. The uniform allowance will be paid in twenty-six (26) equal installments of \$11.54. The uniform allowance for PEPRAs members will not be reported to CalPERS.

For all members, this uniform allowance will hold the employee responsible for maintenance of all clothing other than safety clothing. This amount is the average reportable value of non-safety clothing provided to each member of the District.

### **XIX. Professionalization**

All "related duties" assigned to Firefighters, Captains and Battalion Chiefs are to be tasks directly related to the fire service, as determined by the Fire Chief. "Related Duties" can pertain to stations, facilities, apparatus, and equipment maintenance/improvement.

### **XX. Grievance Procedures**

#### **GRIEVANCE DEFINED/SCOPE**

A grievance shall be any dispute concerning the interpretation, application, or compliance with this Agreement or District rule, written policy or regulation 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 his/her immediate supervisor (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 his/her immediate supervisor (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 or agreement 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 Fire Chief in writing. The Fire Chief 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 Union, and two (2) members chosen by the Fire Chief or his/her designee. 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.

A grievance filed by the Union shall start at STEP 3, unless the above "NOTE" applies.

#### **STEP 5: ARBITRATION**

If the aggrieved employee is dissatisfied with the recommendation under STEP 4, the aggrieved employee may request arbitration with approval of at least three members of the Union's Executive Board. 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 (grievances) or Union (disciplinary appeal) 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.

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.

**BINDING ARBITRATION:**

Requests for binding arbitration must go before the voters of the Central Fire District.

**XXI. Layoff and Rehire Procedures**

**A. LAYOFF PROCEDURES**

In the event that a layoff should become necessary, it will be conducted in the following manner:

1. Firefighters from the rank of probationary Firefighter through and including permanent Battalion Chief shall be laid off on a strict seniority basis, with the last employee hired to be the first laid off.

2. For purposes of this procedure, seniority shall be defined as continuous service time with Employer or any previous fire departments, districts or agencies that become a part of the Central Fire District. Approved leaves, absences and suspensions are considered continuous service in regard to layoff procedures.
3. Volunteer service shall not be considered for seniority. Where military service, as described in the Military and Veterans Code, has interrupted service as described above, such military service shall be described as continuous service time.

Seniority is determined by date of hire as a full-time, paid employee.

#### **B. REHIRE PROCEDURE**

When funds become available for rehiring, the process shall be as follows: The last employee laid off shall be the first to be rehired. Any person being rehired must pass a physical examination equivalent to that required for initial hiring into the District. Any person unable to pass the physical examination shall not be rehired. Cost of the physical examination shall be borne by the Employer.

There shall be no time-limit for this rehire procedure.

### **XXII. Certification**

#### **EMT CERTIFICATION:**

All full-time employees, with the exception of employees maintaining a paramedic license, shall have a valid EMT certificate and thereafter maintain their EMT certificate. EMT certification/recertification training for employees shall be provided at the expense of the Employer.

#### **PARAMEDIC CERTIFICATIONS AND CONTINUING EDUCATION:**

When attending training for continuing education requirements on an off-duty day, the paramedic shall be compensated by either pay or CTO at the option of the employee, for hours of attendance.

When the desired training is only available on a day that the paramedic is on duty (assigned shift), the paramedic may request administrative time off in order to attend. If the administrative time off is granted, this time shall be considered "hours worked" for purposes of FLSA.

In either case, on-duty or off duty, the District shall pay the cost of tuition, as well as any associated costs, i.e., required textbooks, mileage, and lodging when appropriate.

If the training is at a location outside of the immediate area, reimbursement for costs incurred shall be made to the employee in accordance with Employer's Policies and Procedures Manual and/or SOP for travel, lodging, etc. One-hour travel time shall be allowed each direction.

Paramedics shall utilize local training opportunities when possible, to keep additional costs associated with the class at a minimum. If it is determined that a paramedic through his/her own negligence is unable to attend a required training class that had been offered locally, and as a

result must then travel to attend the same training, the Employer may elect to pay only those costs which would have been incurred had the training been attended locally, i.e., meals, lodging, and mileage may not be included.

Captains wishing to discontinue their paramedic duties must submit a letter of Intent via inter-office memorandum to their Battalion Chief following the appropriate chain of command. The letter will then be forwarded to the Fire Chief.

The District will pay Paramedic license renewal fees for all employees who hold a CA State Paramedic license.

### **XXIII. Education Time Off**

All employees are entitled to thirty-six (36) hours of leave per fiscal year for educational purposes not related to required certifications and/or licensing.

1. The thirty-six (36) hours shall only be used to attend classes that are related to the Fire Service, or classes that are required for a college degree that is applicable to the Fire Service.
2. If thirty-six (36) hours, or any increment of thirty-six (36) hours is not used in any given fiscal year, it is forfeited by the employee. At no time shall an employee receive monetary compensation for unused hours.
3. The employee will be able to attend classes, as long as educational time is available, it does not adversely impact staffing level, and funding is available, and the leave is approved by the Fire Chief or his/her designee.
4. Should the employee use all allotted time, thirty-six (36) hours, additional time off shall require approval from the Fire Chief.
5. The thirty-six (36) hours shall be used in no less than four (4) hour increments.

### **XXIV. Commencement of Negotiations**

The Employer and the Union shall commence negotiations for a subsequent memorandum of understanding not later than four months before the expiration of this agreement.

### **XXV. Effective Date**

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, except upon mutual agreement between the contracting parties. Any such mutual agreement shall be evidenced by a writing setting forth the mutual agreement of the parties and incorporating the mutual agreement into this Agreement.

After meeting and conferring in good faith, the preceding terms and conditions of employment will be in effect commencing 01/01/2023, except as noted herein.

This Agreement shall remain in effect through 12/31/2025, or until a new agreement is agreed upon by the parties, subject to the Employer's emergency powers under Government Code Section 3504.5.

**XXVI. Term**

Except as may be otherwise specifically provided herein, this Agreement shall be effective January 1, 2023, through December 31, 2025.

XXVII. Signatures

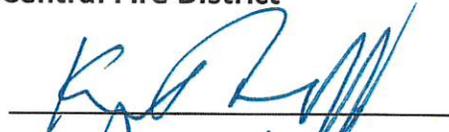
For the Union

For the Employer

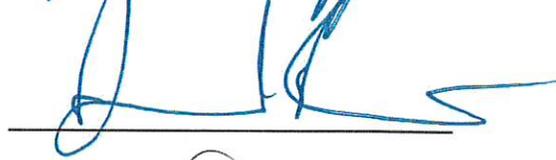
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Central Fire District

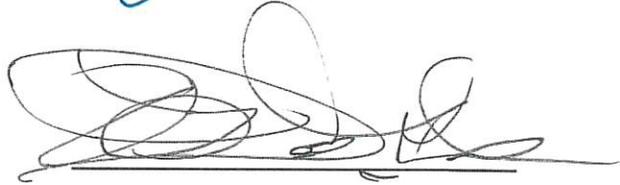
  
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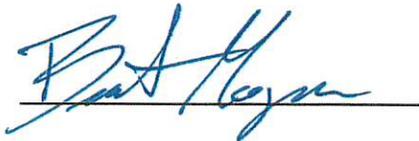
  
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Appendix "A" Local 3535  
Professional Firefighters of Santa Cruz MOU

All Members Receive Base and  
Holiday Pay

5% COLA PP including 1/1/23		BI-	Base	Base	Holiday	Holiday
POSITION	Hourly	Weekly	Monthly	Annually	Monthly	Bi-Weekly
PROBATIONARY FIREFIGHTER	\$31.19	\$3,502.79	\$7,589.38	\$91,072.54	\$810.92	\$374.27
FIREFIGHTER I	\$38.04	\$4,271.70	\$9,255.34	\$111,064.08	\$988.93	\$456.43
II	\$39.94	\$4,485.28	\$9,718.11	\$116,617.27	\$1,038.37	\$479.25
III	\$41.93	\$4,709.54	\$10,204.01	\$122,448.13	\$1,090.29	\$503.21
PROBATIONARY FF/PARAMEDIC	\$34.31	\$3,853.07	\$8,348.32	\$100,179.80	\$892.01	\$411.70
FIREFIGHTER / PARAMEDIC I	\$41.84	\$4,698.86	\$10,180.87	\$122,170.48	\$1,087.82	\$502.07
II	\$43.93	\$4,933.81	\$10,689.92	\$128,279.00	\$1,142.21	\$527.17
III	\$46.13	\$5,180.50	\$11,224.41	\$134,692.95	\$1,199.32	\$553.53
56-hour CAPTAIN I	\$47.81	\$5,368.88	\$11,632.57	\$139,590.87	\$1,242.93	\$573.66
II	\$50.20	\$5,637.32	\$12,214.20	\$146,570.42	\$1,305.08	\$602.34
III	\$52.71	\$5,919.19	\$12,824.91	\$153,898.94	\$1,370.33	\$632.46
40-hour CAPTAIN I	\$70.47	\$5,637.32	\$12,214.20	\$146,570.42	\$1,832.13	\$845.60
II	\$73.99	\$5,919.19	\$12,824.91	\$153,898.95	\$1,923.74	\$887.88
III	\$77.69	\$6,215.15	\$13,466.16	\$161,593.89	\$2,019.92	\$932.27
56-hour BATTALION CHIEF I	\$59.03	\$6,629.49	\$14,363.90	\$172,366.81	\$1,534.77	\$708.36
II	\$61.98	\$6,960.97	\$15,082.10	\$180,985.16	\$1,611.51	\$743.77
III	\$65.08	\$7,309.02	\$15,836.20	\$190,034.42	\$1,692.09	\$780.96
40-hour BATTALION CHIEF I	\$82.87	\$6,629.49	\$14,363.90	\$172,366.81	\$2,154.59	\$994.42
II	\$87.01	\$6,960.97	\$15,082.10	\$180,985.16	\$2,262.31	\$1,044.15
III	\$91.36	\$7,309.02	\$15,836.20	\$190,034.42	\$2,375.43	\$1,096.35

5% COLA PP Including 1/1/24			Base	Base	Holiday	Holiday
POSITION	Hourly	Bi-Weekly	Monthly	Annually	Monthly	Bi-Weekly
PROBATIONARY FIREFIGHTER	\$32.75	\$3,677.93	\$7,968.85	\$95,626.17	\$851.47	\$392.98
FIREFIGHTER I	\$39.94	\$4,485.28	\$9,718.11	\$116,617.28	\$1,038.37	\$479.25
II	\$41.93	\$4,709.54	\$10,204.01	\$122,448.14	\$1,090.29	\$503.21
III	\$44.03	\$4,945.02	\$10,714.21	\$128,570.54	\$1,144.81	\$528.37
PROBATIONARY FF/PARAMEDIC	\$36.02	\$4,045.72	\$8,765.73	\$105,188.79	\$936.61	\$432.28
FIREFIGHTER / PARAMEDIC I	\$43.93	\$4,933.81	\$10,689.92	\$128,279.01	\$1,142.21	\$527.17
II	\$46.13	\$5,180.50	\$11,224.41	\$134,692.95	\$1,199.32	\$553.53
III	\$48.43	\$5,439.52	\$11,785.63	\$141,427.59	\$1,259.29	\$581.21
56-hour CAPTAIN I	\$50.20	\$5,637.32	\$12,214.20	\$146,570.42	\$1,305.08	\$602.34
II	\$52.71	\$5,919.19	\$12,824.91	\$153,898.95	\$1,370.33	\$632.46
III	\$55.34	\$6,215.15	\$13,466.16	\$161,593.89	\$1,438.85	\$664.08
40-hour CAPTAIN I	\$73.99	\$5,919.19	\$12,824.91	\$153,898.94	\$1,923.74	\$887.88
II	\$77.69	\$6,215.15	\$13,466.16	\$161,593.89	\$2,019.92	\$932.27
III	\$81.57	\$6,525.91	\$14,139.47	\$169,673.58	\$2,120.92	\$978.89
56-hour BATTALION CHIEF I	\$61.98	\$6,960.97	\$15,082.10	\$180,985.15	\$1,611.51	\$743.77
II	\$65.08	\$7,309.02	\$15,836.20	\$190,034.42	\$1,692.09	\$780.96
III	\$68.33	\$7,674.47	\$16,628.01	\$199,536.14	\$1,776.69	\$820.01
40-hour BATTALION CHIEF I	\$87.01	\$6,960.97	\$15,082.10	\$180,985.15	\$2,262.31	\$1,044.15
II	\$91.36	\$7,309.02	\$15,836.20	\$190,034.42	\$2,375.43	\$1,096.35
III	\$95.93	\$7,674.47	\$16,628.01	\$199,536.14	\$2,494.20	\$1,151.17

<b>5% COLA PP Including 1/1/25</b>			<b>Base</b>	<b>Base</b>	<b>Holiday</b>	<b>Holiday</b>
<b>POSITION</b>	<b>Hourly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Monthly</b>	<b>Bi-Weekly</b>
<b>PROBATIONARY FIREFIGHTER</b>	\$34.39	\$3,861.83	\$8,367.29	\$100,407.48	\$894.04	\$412.63
<b>FIREFIGHTER I</b>	\$41.93	\$4,709.54	\$10,204.01	\$122,448.14	\$1,090.29	\$503.21
<b>II</b>	\$44.03	\$4,945.02	\$10,714.21	\$128,570.54	\$1,144.81	\$528.37
<b>III</b>	\$46.23	\$5,192.27	\$11,249.92	\$134,999.07	\$1,202.05	\$554.79
<b>PROBATIONARY FF/PARAMEDIC</b>	\$37.82	\$4,248.01	\$9,204.02	\$110,448.23	\$983.44	\$453.90
<b>FIREFIGHTER / PARAMEDIC I</b>	\$46.13	\$5,180.50	\$11,224.41	\$134,692.96	\$1,199.32	\$553.53
<b>II</b>	\$48.43	\$5,439.52	\$11,785.63	\$141,427.60	\$1,259.29	\$581.21
<b>III</b>	\$50.86	\$5,711.50	\$12,374.91	\$148,498.97	\$1,322.25	\$610.27
<b>56-hour CAPTAIN I</b>	\$52.71	\$5,919.19	\$12,824.91	\$153,898.94	\$1,370.33	\$632.46
<b>II</b>	\$55.34	\$6,215.15	\$13,466.16	\$161,593.89	\$1,438.85	\$664.08
<b>III</b>	\$58.11	\$6,525.91	\$14,139.47	\$169,673.58	\$1,510.79	\$697.29
<b>40-hour CAPTAIN I</b>	\$77.69	\$6,215.15	\$13,466.16	\$161,593.89	\$2,019.92	\$932.27
<b>II</b>	\$81.57	\$6,525.91	\$14,139.47	\$169,673.59	\$2,120.92	\$978.89
<b>III</b>	\$85.65	\$6,852.20	\$14,846.44	\$178,157.26	\$2,226.97	\$1,027.83
<b>56-hour BATTALION CHIEF I</b>	\$65.08	\$7,309.02	\$15,836.20	\$190,034.41	\$1,692.09	\$780.96
<b>II</b>	\$68.33	\$7,674.47	\$16,628.01	\$199,536.14	\$1,776.69	\$820.01
<b>III</b>	\$71.75	\$8,058.19	\$17,459.41	\$209,512.95	\$1,865.53	\$861.01
<b>40-hour BATTALION CHIEF I</b>	\$91.36	\$7,309.02	\$15,836.20	\$190,034.41	\$2,375.43	\$1,096.35
<b>II</b>	\$95.93	\$7,674.47	\$16,628.01	\$199,536.14	\$2,494.20	\$1,151.17
<b>III</b>	\$100.73	\$8,058.19	\$17,459.41	\$209,512.95	\$2,618.91	\$1,208.73

SPECIALTY: Members must meet certain eligibility requirements or be assigned to certain specialties.

CY 2023 POSITION	1st ED Monthly	2nd ED Monthly	3rd ED Monthly	4th ED Monthly	CA Chief Officer Cert CA Certified Chief Officer	Captain Medic 3.5% Step 3 FF	Longevity >10 yrs Hired Pre-2013	Longevity >20 yrs Hired Post-2013
PROBATIONARY FIREFIGHTER	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
FIREFIGHTER I	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
II	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
III	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
PROBATIONARY FF/PARAMEDIC	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
FIREFIGHTER / PARAMEDIC I	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
II	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
III	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
CAPTAIN I	\$94.00	\$188.00	\$282.00	\$377.00		\$357.14	2.50%	2.50%
II	\$94.00	\$188.00	\$282.00	\$377.00		\$357.14	2.50%	2.50%
III	\$94.00	\$188.00	\$282.00	\$377.00		\$357.14	2.50%	2.50%
56-hour BATTALION CHIEF I	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%
II	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%
III	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%
40-hour BATTALION CHIEF I	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%
II	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%
III	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%

PER DIEM STRUCTURE:	Hourly	
	Regular	OT Rate
ACT'G CAPT - FF	\$5.87	\$8.81
ACT'G CAPT - FF/PM	\$1.68	\$2.52
DUTY CHIEF- STANDBY Pay	1 hr Overtime For Every 6 Hours assigned	
Hazardous Materials Technician	\$500.00/monthly	
Aquatics Rescue Response Team	\$500.00/monthly	
Fire Investigator	\$500.00/monthly	
Rescue Technician	\$500.00/monthly	
Truck Operator	\$500.00/monthly	

CY 2024 POSITION	1st ED Monthly	2nd ED Monthly	3rd ED Monthly	4th ED Monthly	CA Chief Officer Cert CA Certified Chief Officer	Captain Medic 3.5% Step 3 FF	Longevity >10 yrs Hired Pre-2013	Longevity >20 yrs Hired Post-2013
PROBATIONARY FIREFIGHTER	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
FIREFIGHTER I	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
II	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
III	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
PROBATIONARY FF/PARAMEDIC	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
FIREFIGHTER / PARAMEDIC I	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
II	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
III	\$94.00	\$188.00	\$282.00	\$377.00			2.50%	2.50%
CAPTAIN I	\$94.00	\$188.00	\$282.00	\$377.00		\$375.00	2.50%	2.50%
II	\$94.00	\$188.00	\$282.00	\$377.00		\$375.00	2.50%	2.50%
III	\$94.00	\$188.00	\$282.00	\$377.00		\$375.00	2.50%	2.50%
56-hour BATTALION CHIEF I	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%
II	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%
III	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%
40-hour BATTALION CHIEF I	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%
II	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%
III	\$94.00	\$188.00	\$282.00	\$377.00	\$300.00		2.50%	2.50%

PER DIEM STRUCTURE:	Hourly	
	Regular	OT Rate
ACT'G CAPT - FF	\$6.16	\$9.25
ACT'G CAPT - FF/PM	\$1.76	\$2.64
DUTY CHIEF- STANDBY Pay	1 hr Overtime For Every 6 Hours assigned	
Hazardous Materials Technician	\$500.00/monthly	
Aquatics Rescue Response Team	\$500.00/monthly	
Fire Investigator	\$500.00/monthly	
Rescue Technician	\$500.00/monthly	
Truck Operator	\$500.00/monthly	

CY 2025 (education 07/01/2025) POSITION	1st ED Monthly	2nd ED Monthly	3rd ED Monthly	4th ED Monthly	Company Officer	Chief Officer	MOP or EFO	CFO, CTO, FM, FO	CA Chief Officer Cert CA Certified Chief Officer	Captain Medic 3.5% Step 3 FF	Longevity >10 yrs Hired Pre-2013	Longevity >20 yrs Hired Post-2013
PROBATIONARY FIREFIGHTER		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00			2.50%	2.50%
FIREFIGHTER I		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00			2.50%	2.50%
II		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00			2.50%	2.50%
III		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00			2.50%	2.50%
PROBATIONARY FF/PARAMEDIC		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00			2.50%	2.50%
FIREFIGHTER / PARAMEDIC		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00			2.50%	2.50%
I		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00			2.50%	2.50%
II		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00			2.50%	2.50%
III		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00			2.50%	2.50%
CAPTAIN I		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00		\$393.75	2.50%	2.50%
II		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00		\$393.75	2.50%	2.50%
III		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00		\$393.75	2.50%	2.50%
56-hour BATTALION CHIEF I		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00	\$300.00		2.50%	2.50%
II		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00	\$300.00		2.50%	2.50%
III		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00	\$300.00		2.50%	2.50%
40-hour BATTALION CHIEF I		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00	\$300.00		2.50%	2.50%
II		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00	\$300.00		2.50%	2.50%
III		\$200.00	\$300.00	\$400.00	\$50.00	\$50.00	\$100.00	\$150.00	\$300.00		2.50%	2.50%

PER DIEM STRUCTURE:	Hourly		
	Regular	OT Rate	
ACT'G CAPT - FF	\$6.47	\$9.71	
ACT'G CAPT - FF/PM	\$1.85	\$2.77	
DUTY CHIEF- STANDBY Pay	1 hr Overtime For Every 6 Hours assigned		
Hazardous Materials Technician	\$500.00/monthly		
Aquatics Rescue Response Team	\$500.00/monthly		
Fire Investigator	\$500.00/monthly		
Rescue Technician	\$500.00/monthly		
Truck Operator	\$500.00/monthly		



**Central Fire District of Santa Cruz County**

930 17<sup>th</sup> Avenue ♦ Santa Cruz, CA 95062 ♦ (831) 479-6842 ♦ [www.centralfiresc.org](http://www.centralfiresc.org)

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**Side Letter of Agreement Between  
Central Fire District of Santa Cruz County and  
The Professional Firefighters' Union, IAFF Local 3535**

The Central Fire District of Santa Cruz County ("District") and The Professional Firefighters' Union, IAFF Local 3535 ("Union") agree to amend the Memorandum of Understanding for 2023-2025 as indicated below.

**SECTION VIII WAGES AND HOURS REVISED LANGUAGE**

The agreed base salary of Probationary Firefighter will be 18% less than a Step 1 Firefighter, and the base salary of Probationary Firefighter/Paramedic will be 18% less than a Step 1 Firefighter/Paramedic.

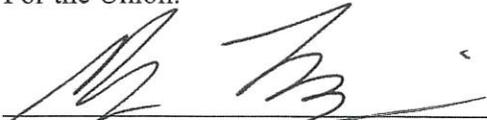
The District will pay the salary rates reflected in the Salary Schedule set forth in appendix A. During the term of this agreement, wages for steps 1-3 of Firefighter, Firefighter/Paramedic, Captain, and Battalion Chief will receive a cost-of-living adjustment (COLA) as follows:

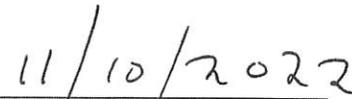
Pay period including January 1, 2023- 5%

Pay period including January 1, 2024- 5%

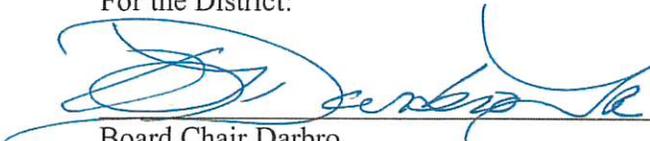
Pay period including January 1, 2025- 5%

For the Union:

  
\_\_\_\_\_  
Rolf Lingsens

  
\_\_\_\_\_  
Date

For the District:

  
\_\_\_\_\_  
Board Chair Darbro

  
\_\_\_\_\_  
Date