

**MEMORANDUM
OF
UNDERSTANDING**

**Central Fire District
of Santa Cruz County**

AND

**Central Fire District
EMS Chief**

July 1, 2025

Through

June 30, 2026

TABLE OF CONTENTS

I.	PREAMBLE
II.	RECOGNITION
III.	MANAGEMENT RIGHTS
IV.	MAINTENANCE OF BENEFITS
V.	DISCRIMINATION
VI.	WAGES AND HOURS
VII.	RETIREMENT
VIII.	HOLIDAYS
IX.	SICK LEAVE
X.	EXECUTIVE LEAVE
XI.	BEREAVEMENT LEAVE
XII.	VACATION LEAVE
XIII.	MEDICAL HEALTH/DENTAL/VISION/LIFE INSURANCE
XIV.	POST RETIREMENT LOGEVITY BENEFIT
XV.	LONG TERM DISABILITY INSURANCE
XVI.	PROFESSIONALIZATION
XVII.	GRIEVANCE PROCEDURES
XVIII.	OTHER BENEFITS
XIX.	MISCELLANEOUS
XX.	EDUCATION PAY
XXI.	CONTINUING EDUCATION
XXII.	COMMENCEMENT OF NEGOTIATIONS
XXIII.	EFFECTIVE DATE
XXIV.	TERM

I. PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the Emergency Medical Services (EMS) CHIEF and the CENTRAL FIRE DISTRICT OF SANTA CRUZ COUNTY pursuant to the Meyers-Millias Brown Act (Gov. Code 3500-3511) and has been jointly prepared by the parties.

II. RECOGNITION

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".

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

employee 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. WAGES & HOURS

For purposes of determining the hourly rate for 40-hour employees, the annual salary is divided by 2080.

Effective the first full pay period of July 2025, the Employer will pay the salary rates of \$16,555.99/monthly, or \$7,641.23/bi-weekly. The EMS Chief will work 40 hours weekly. Unless on special assignments as designated by the Fire Chief, weekly work shifts can be four days per week, ten hours per day or five days per week, eight hours per day or the "9 – 80" schedule.

Flexible Work Schedule — "Flex Time" is a temporary accommodation in the EMS Chief's work schedule related to a work assignment requirement. Flex Time allows the EMS Chief to work a scheduled day off and then reciprocate by being absent on a regularly scheduled day.

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 for payouts of sick and vacation leave.

SALARY

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

VII. RETIREMENT

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:

- Final Compensation will be calculated from a period of one year
- Unused sick leave can be applied to service credit

Aptos Legacy Classic Employees hired prior to January 1, 2011; The employer is a participant in the California Public Employees Retirement System, Miscellaneous, 3% of final year compensation at age 60 plan. Effective the first full pay period including July 1, 2025, the employee in this classification shall begin contributing 8% of the employee portion of retirement contribution. (Gov. Code Section 21354.4 & 20037 & 20615)

VIII. HOLIDAYS

In lieu of holiday compensation, employees shall receive twelve (12) full-paid holidays designated as follows:

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

Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	
Veterans Day	

NOTE: Holidays falling on a Saturday will be observed the preceding Friday and holidays falling on a Sunday will be observed on the following Monday. Holidays falling on the Employee's flex day will be observed the day before or after the holiday.

IX. SICK LEAVE

Employees shall accrue sick leave at the rate of sixteen (16 hours) hours each month. 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 absences due to the illness of the employee for more than two consecutive workdays the employee may be required to provide a paper copy of a medical excuse from a Physician or authorized representative upon the request of their immediate supervisor 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 96 hours of annual accumulated sick leave in excess of 1600 hours may be paid at the employee's regular rate of pay in effect on December 31st. The request will be submitted to the Administrative Analyst of Human Resources by December 31st. Any employee with a sick leave balance below 1600 hours may not cash in hours.

Employees may accumulate an unlimited amount of sick leave hours.

Upon retirement, employees shall have the option of:

- a. Convert the entire balance of their accumulated sick leave to service credit in accordance with the provisions of the Public Employees Retirement Law (California Government Code Section 20965); **or**
- b. Receive compensation for up to 750 hours of unused sick leave and convert their remaining sick leave balance to service credit under California Government Code Section 20965; **or**
- c. Convert a portion of sick leave balance to service credit under California Government Code Section 20965 and convert up to 750 hours of sick leave balance to the employee's pre-established 457 retirement account up to the maximum limitations allowed by IRS regulations.

Upon separation from the district for reasons other than termination for cause or retirement, the employee will receive compensation for up to 750 hours of unused sick leave. In lieu of compensation, the employee may convert up to 750 hours of unused sick leave into the employee's pre-established 457 retirement account up to the maximum limitations allowed by IRS regulations.

Any payout will be at the employee's regular rate of pay.

Sick Leave Payout shall not be reported to CalPERS for pension calculation.

X. EXECUTIVE LEAVE

The EMS Chief is not entitled to earn or accrue compensatory time; however, the EMS Chief shall be granted Executive Leave. In all instances of Executive Leave, the first and foremost consideration shall be the effective and efficient operation of the District.

- a. At the beginning of each calendar year, the EMS Chief shall be credited with fifty-six (56) hours of Executive Leave.
- b. Executive Leave may be taken as time off at any time as approved by the Fire Chief.
- c. Upon separation from employment, any Executive Leave hours not used will not be compensated. Executive Leave shall be taken in the calendar year granted. It shall not be accumulated or carried over to the succeeding year.

XI. BEREAVEMENT LEAVE

In the event of a death in the employee’s immediate family, the employee shall be granted, 40 hours of paid bereavement leave.

Immediate family members consist of:

- a. The parents of the employee,
- b. The employees' spouse or domestic partner,
- c. The parents of the employee’s spouse or domestic partner,
- d. The stepparents of the employee and/or employee’s spouse or domestic partner,
- e. The grandparents of the employee,
- f. The siblings of the employee,
- g. The children, stepchildren, and/or adopted children of the employee and/or the employees' spouse or domestic partner.

XII. VACATION LEAVE

Employees shall earn and accrue vacation time as follows:

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

The total number of hours to be earned in any one (1) calendar year shall not exceed 240 hours after 18 years.

Employees shall be permitted to carry-over or accrue vacation to the maximum established above, after which time, no further hours will be earned or accrued.

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 submitted to the Administrative Analyst of Human Resources. The request for pay will designate the number of hours. The combined total

annual vacation cash out will not exceed 120 hours. The hours shall be paid at the employee's regular rate of pay.

Upon promotion to the rank above EMS Chief, vacation hours in excess of the established maximum will be compensated for at the employee's regular rate of pay immediately prior to the promotion.

Full-Time Employees

- a. Any full time Employee in continuous full-time service of the District who terminates her/his employment and has earned vacation time shall be paid at the employees' regular rate of pay for such time on the effective date of such termination. When separation is caused by death of Employee, payment shall be made to the estate of such Employee.
- b. 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.

XIII. HEALTH, DENTAL, VISION & LIFE INSURANCE

- a. Health Insurance:

The District shall provide medical health insurance to the employee 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. 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. 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.

Effective the pay period including July 1, 2025, the District's contribution to the monthly premium will be as follows:

- Employee only: \$1,168
- Employee plus one dependent: \$2,335
- Employee plus two dependents: \$3,035

Beginning insurance year 2026 the District's contribution shall be as stated below. For the 2026 insurance year, the District's contribution to the monthly premium will be as follows:

- Employee only: \$1,226
- Employee plus one dependent: \$2,452
- Employee plus two or more dependents: \$3,187

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. 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

XIV. 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 Employee shall receive a District contribution into their VEBA in the amount of four hundred twenty dollars (\$420.00) each January during the employees employment. The District contribution to the VEBA shall vest to the Employee only in the event that the Employee retires from the District for service or service-connected disability.

XV. LONG TERM DISABILITY INSURANCE

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

XVI. PROFESSIONALIZATION

All "related duties" assigned to the EMS Chief are to be tasks directly related to emergency services,

as determined by the Fire Chief. "Related Duties" can pertain to stations, facilities, apparatus, and equipment maintenance/improvement.

XVII. 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 their 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 their 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 ten (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) employees; two (2) chosen by the employee and two (2) employees chosen by the Fire Chief or their 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 employee 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. 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) 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

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

XVIII. OTHER BENEFITS

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

Cellular Telephone. The District shall provide Employee use of a District-issued cell phone for business use.

XIX. MISCELLANEOUS

Separation. In the event the employee determines that they intend to retire or otherwise separate from the organization, the employee will provide written notice of their intention to separate 90 days prior to retirement or separation.

Indemnification. The District shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code section 810 et seq. In its sole discretion, the District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

Bond: The District agrees to pay the cost of any fidelity or other bond required by law for the EMS Chief position.

XX. EDUCATION INCENTIVE PAY

The Employee will receive an education incentive pay of \$400/month for recognition of their possession of a bachelor's degree and Physician's Assistant education.

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.

XXI. CONTINUING EDUCATION

The EMS Chief will be subject to District policies and procedures for participating in continuing education.

XXII. COMMENCEMENT OF NEGOTIATIONS

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

XXIII. 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 07/01/2025, except as noted herein.

This Agreement shall remain in effect through 6/30/2026, or until a new agreement is agreed upon by the parties, subject to the Employer's emergency powers under Government Code Section 3504.5.

XXIV. TERM

Except as may be otherwise specifically provided herein, this Agreement shall be effective July 1, 2025, through June 30, 2026.

CENTRAL FIRE DISTRICT OF SANTA CRUZ COUNTY:

Signed by:
Scott Valuradian
87A7291E429248B6...
EMS Chief, Scott Vahradian

7/18/2025
Date

John P. Lucchesi
Board Chair, John Lucchesi

July 10 2025
Date



Central Fire District of Santa Cruz County

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

Side Letter of Agreement Between Central Fire District of Santa Cruz County and Central Fire District of Santa Cruz County EMS Chief

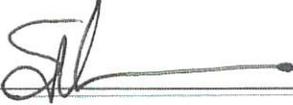
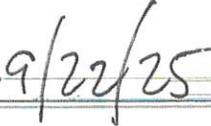
The Central Fire District of Santa Cruz County ("District") and the Central Fire District of Santa Cruz County EMS Chief ("EMS Chief") agree to amend the Memorandum of Understanding for July 1, 2025, to June 30, 2026, as indicated below:

XIV. POST RETIREMENT LONGEVITY BENEFIT

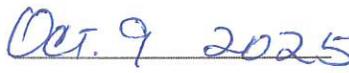
The District has established a Health Reimbursement Arrangement (HRA) plan for retiree healthcare. All plan design features of the HRA have been negotiated and are mandatory as described in this section. Employer-level administrative fees or maintenance charges for the HRA will be paid by the District.

Employees hired after March 31, 2005, shall participate in a Post Retirement Longevity Benefit program. The Employee shall receive a District contribution into their HRA in the amount of four hundred twenty dollars (\$420.00) each January during the employee's employment. The District contribution to the HRA shall vest to the Employee only in the event that the Employee retires from the District for service or service-connected disability.

For the EMS Chief:

 _____  _____
Scott Vahradian Date

For the District:

 _____  _____
Board Chair John Lucchesi Date