

MEMORANDUM

OF

UNDERSTANDING

CENTRAL FIRE DISTRICT OF SANTA CRUZ COUNTY

AND

CENTRAL FIRE DISTRICT CHIEFS OFFICERS' ASSOCIATION

JANUARY 1, 2026

Through

DECEMBER 31, 2028

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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 Central Fire District Chief Officers' Association (Employees or Association) pursuant to the Meyers-Milias Brown Act (Gov. Code §§ 3500-3511) and has been jointly prepared by the parties.

II. RECOGNITION

The Association 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 Chief Officers' bargaining unit, which consists of the following full-time positions: Division Chiefs.

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 Association 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 Association 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 Association, 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 Association 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.

The agreed difference between steps is 5%. The agreed difference between the ranks of Battalion Chief 3 and Division Chief 1 is 5% above Battalion Chief 3 including base salary, holiday pay, and paramedic incentive.

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

First full pay period of January 2026- 5%
First full pay period of January 2027- 5%
First full pay period of January 2028- 5%

All step increments in salary are merit steps and occur annually. Step increases are effective the first day of the pay period following the employees' anniversary date. Based on prior experience and certifications the Fire Chief may start an employee above Merit Step I.

All active employees represented by this Agreement shall be assigned to weekly work shifts of 40 hours, unless on special assignments as designated by the Fire Chief. The weekly work shifts

for employees can be four days per week, ten hours per day or 5 days per week, eight hours per day or the "9 – 80" schedule.

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

An employee who works more than their normally scheduled hours in a work week may accrue one hour of paid Flex Time for each hour worked above those hours. Employees' Flex Time balance may not exceed 100 hours.

Upon promotion into the position of Division Chief, the employee shall have all accrued Compensatory Time Off (CTO) paid off at the time of the promotional appointment, at the regular rate of pay for the previously held class.

A. MANAGEMENT SPECIALTY PAY

Effective the first full pay period of January 2026, all employees in the Chief Officers Association shall receive Management Specialty Pay in the amount of 10 percent (10%) of the employee's base rate of pay. This Management Specialty Pay meets the definition of special compensation as defined in Cal. Code of Regs., Title 2, Section 571 and shall be incorporated into the unit member's compensation reported to CalPERS for retirement purposes. Management Specialty Pay is not reportable to CalPERS for PEPRA members.

B. 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 (except Fire Chief see below); however, such employees, 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 8 workdays 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, excluding any leave cash outs. Any leave cash outs will be paid at the employees' regular rate of pay of their normally held rank.

Employees appointed by the governing body of the District to Interim, Temporary or Acting Fire Chief, shall be compensated at a rate that is equal to 5% above the employees' normal base rate of pay.

Employees who work out of class shall continue to receive all other compensation of their normally held position including but not limited to Education Pay, and Specialty Pay. In

addition, employees will continue to accrue paid leave at the same rate as their normally held position.

Employees who work in a higher class in an acting position or temporary upgrade assignment shall have their premium pay 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 Pay is not reportable to CalPERS for PEPRAs members.

C. 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 the Overtime Rate of Pay.

D. OPERATIONAL COMPENSATION/EMERGENCY CALLBACK

In the event an Employee is assigned as a strike team leader/overhead for an emergency incident response, Employee will receive their normal compensation for their normally assigned work hours. Any hours beyond their normally assigned work hours will be compensated for at time and one-half of their regular rate of pay. Division Chiefs will be paid time and one-half pay if assigned to work for declared disaster. Payment of time and one-half will be for those incidents in which the District receives reimbursement from OES, FEMA, or other appropriate State or Federal agencies. Division Chiefs are designated as FLSA exempt and this compensation will not be considered PERS income, as it is considered additional duties. Operational Compensation/Emergency Callback pay is provided solely for specified reasons; employees are not paid extra for tasks that fall within their regular duties.

In addition, Division Chiefs required to return to work for emergency call duty as determined by the Fire Chief, will be paid time and one-half pay.

E. SPECIAL EVENT COMPENSATION

A special event assignment is defined as an assignment for which the District is reimbursed by an event's sponsor, for services. If an employee staffs a special event that results in hours being worked in addition to the employee's 40-hour work week, the employee will be paid at time and one-half pay for hours worked while performing such duty. Payment of time and one-half special event pay will only be for those special events which are so designated by the Fire Chief and not co-sponsored by the District. Because Division Chiefs are designated as FLSA exempt, this compensation will not be considered PERS income, as it is considered compensation for additional duties.

F. EDUCATION/CERTIFICATION INCENTIVE

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

An education 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 receive the education incentive pay, 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 have completed and are in possession of a California Chief Officer Certification or a California Certified Chief Officer.

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

The above incentives cannot be combined or compounded.

The following incentive shall be compounded if the employee has met the requirements for the above incentive levels.

- An employee meeting the above requirements, and who possesses a California Chief Officer Certification, or a California Certified Chief Officer certificate shall receive \$400 per month.
- An employee who possesses a California Executive Chief Fire Officer, shall receive \$200 per month.
- An employee who has completed the National Fire Academy Managing Officer program, shall receive \$300 per month.

- An employee who has completed the National Fire Academy Executive Fire Officer program, shall receive \$400 per month.
- An employee who has completed and maintained any one of the following Center for Public Safety Excellence (CPSE) credentials shall receive \$150 per month. The incentive pay for Central For Public Safety Excellence cannot be compounded on themselves but can be compounded with other incentive pay listed above. To qualify for compensation the employee shall be designated to the credential by the CPSE and remain designated per the current CPSE guidelines.
 - Chief Fire Officer (CTO)
 - Chief EMS Officer (CEMSO)
 - Chief Training Officer (CTO)
 - Fire Marshal (FM)

Education incentive and Chief Officer Certifications are 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.

G. LONGEVITY

Employees will receive a 2.5% salary increase after the completion of ten (10) years of service to the District.

Employees will receive an additional 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.

H. DUTY CHIEF COVERAGE

Duty Coverage is when an employee covered under this contract 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.

An employee can trade weeks for Duty Coverage or partial weeks for Duty Coverage., An employee can only trade weeks for Duty Coverage with another qualified employee covered in this MOU or request coverage from the Fire Chief. It is the employee's responsibility to coordinate and manage the trading of Duty Coverage.

VII. PROBATIONARY PERIOD

A. LENGTH OF PROBATIONARY PERIOD

All current personnel appointees and new hires to a position shall serve a probation period for twelve (12) months.

B. PERFORMANCE EVALUATION PROCESS

Probationary new Employees are subject to dismissal during the probationary period at the discretion of the Fire Chief.

A Member serving a probationary period after a promotion may be returned to their former position if the Fire Chief determines that he/she is incapable of fulfilling the new duties within the period of probation.

Upon successful completion of the probationary period, a Member shall be considered for permanent status.

C. PERFORMANCE REPORTS

It is the policy of the District that regular reports be made as to the efficiency, competency, conduct and merit of its Employees. To this end, it is declared to be the responsibility of the Fire Chief and their subordinate supervisors that these evaluations be prepared for Employees in accordance with District Resolution.

VIII. 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

- D.** PERS "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

IX. 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.

X. 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 the 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 made in writing to the Payroll division by December 31st.

Payouts will be processed no later than the second full pay period following 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 894 hours of unused sick leave 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 regular rate of pay.

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

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

XI. EXECUTIVE LEAVE

Division Chiefs are not entitled to earn or accrue compensatory time; however, the Division Chiefs 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 Division Chiefs shall be credited with fifty-six (56) hours of Executive Leave.
- B. Upon promotion into this MOU the Executive Leave hours will be prorated.
- C. Executive Leave may be taken as time off at any time as approved by the Fire Chief.

- D. Upon separation from employment, any Executive Leave hours not used will not be compensated.
- E. Executive Leave shall be taken in the calendar year granted. It shall not be accumulated or carried over to the succeeding year.

XII. 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 are the Employee’s spouse or domestic partner, and parents, stepparents, or grandparents, siblings, or children (including grandchildren, stepchildren and adopted children) of Employee or Employee’s spouse or domestic partner.

XIII. 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	500

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 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 120 hours. The hours shall be paid at the employee’s regular rate of pay.

Upon promotion to the rank of Division 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.

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.

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.

XIV. LIFE INSURANCE AND SALARY CONTINUANCE INSURANCE

The Employer shall pay all premiums on behalf of employees for the Life Insurance and the California Association of Professional Firefighters (CAPF) Long Term Disability 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 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

The CAPF Long Term Disability Plan provides, after a sixty (60) day waiting period, a maximum pay out benefit based on the CAPF Long Term Disability Insurance benefit (Plan A).

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

XV. MEDICAL HEALTH/DENTAL INSURANCE

Health

The District shall provide medical health insurance to employees and their dependents through the CalPERS Health Benefits Program. The District will contribute to the cost of health care for full-time employees, ensuring that, when combined with the PEMHCA minimum amount, it is

paid up to the maximum amounts listed below. 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.

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

- Employee only: \$1290
- Employee plus one dependent: \$2580
- Employee plus two or more dependents: \$3354

For the 2027 medical insurance plan year, the District's contribution to the monthly premium will increase by 5%, as follows:

- Employee only: \$1355
- Employee plus one dependent: \$2709
- Employee plus two or more dependents: \$3522

For the 2028 medical insurance plan year, the District's contribution to the monthly premium will increase by 5%, as follows:

- Employee only: \$1422
- Employee plus one dependent: \$2844
- Employee plus two or more dependents: \$3698

RETIREE HEALTH BENEFITS

All retirees shall receive the level of benefits listed below based on hire date and retirement date. If a retiree reduces coverage the reduction will be the new maximum level. No increase to District cost after retirement for level of coverage. I.e.; retiree who left service with a 2-party level plan subsequently removes a dependent, the coverage will reduce to the single level and be fixed at the level. This will apply at any age; i.e., even after age 65. If an employee adds a dependent after they have dropped to a lower coverage level, then they can purchase the additional coverage through the Districts plan at 100% cost to the employee.

To qualify for benefits, the Retiree must meet all of the following:

- The Retiree must have served a minimum of 15 years with the District.
- The Retiree must retire at or after the established minimum age for CalPERS retirement, disability retirement, or an Industrial Disability Retirement with stipulated coverage for health care.
- The Retirees retirement effective date must be less than 120 days after separation from employment.

* Once retired, the retirees Health benefits Officer or Personnel Officer will be CalPERS (all changes to health enrollment are managed by CalPERS).

RETIREE TIER ONE (Central Legacy Retirees)

Central Fire District employees who retire on or before December 31st, 2022, the employer shall contribute to a retiree Health Reimbursement Arrangement (HRA) plan ensuring that, when combined with the PEMHCA minimum amount, it is paid up to 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. If a retiree chooses a more expensive plan, they are responsible for paying any amount above the District's contribution. If a retiree chooses a less expensive plan, the retiree will not receive the difference in costs. This obligation shall be ongoing and not subject to reduction or elimination, regardless of future changes to agreements.

RETIREE TIER TWO (Aptos/La Selva Retirees)

Those persons retired on or before December 31, 2019, the district will contribute \$350 per month into a retiree Health Reimbursement Arrangement (HRA) plan. This contribution shall terminate on the retirees 65th birthday or upon their death, whichever occurs first. This obligation shall be ongoing and not subject to reduction or elimination, regardless of future changes to agreements

RETIREE TIER THREE (Aptos/La Selva Retirees)

Those persons retired between January 1, 2020, and February 4, 2021, the district will contribute \$1800 per month into a retiree Health Reimbursement Arrangement (HRA) plan. 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. This obligation shall be ongoing and not subject to reduction or elimination, regardless of future changes to agreements

RETIREE TIER FOUR (Central Fire Protection District/ Aptos/La Selva Legacy Employees)

APT Legacy Employees - Those persons hired prior to date of consolidation and retire after consolidation; the District will contribute the following upon retirement:

- The same level of coverage as current employees.
- At age 65, retirees will receive half of their current medical benefit with no further increases, the maximum contribution will be half of their current medical benefit.

- If a retiree reduces coverage the reduction will be the new maximum level. No increase to District cost after retirement for level of coverage. I.e.; retiree who left service with a 2-party level plan subsequently removes a dependent, the coverage will reduce to the single level and be fixed at the level. This will apply at any age; i.e., even after age 65. If an employee adds a dependent after they have dropped to a lower coverage level, then they can purchase the additional coverage through the Districts plan at 100% cost to the employee.

CTL Legacy Employees - Those persons hired prior to date of consolidation, and those who retire after January 1st, 2023, the District will contribute the following upon retirement:

- The same level of coverage as current employees.
- At age 65, retirees will receive half of their current medical benefit with no further increases, the maximum contribution will be half of their current medical benefit.
- If a retiree reduces coverage the reduction will be the new maximum level. No increase to District cost after retirement for level of coverage. I.e.; retiree who left service with a 2-party level plan subsequently removes a dependent, the coverage will reduce to the single level and be fixed at the level. This will apply at any age; i.e., even after age 65. If an employee adds a dependent after they have dropped to a lower coverage level, then they can purchase the additional coverage through the Districts plan at 100% cost to the employee.
- The Retiree must have served a minimum of five years as a full-time employee in the CalPERS system to qualify.
- The Retiree must retire as a full-time member of the District.
- The Retiree must retire at or after the established minimum age for CalPERS retirement, disability retirement, or an Industrial Disability Retirement with stipulated coverage for health care.
- The Retirees retirement effective date must be less than 120 days after separation from employment. Once retired, the retirees Health benefits Officer or Personnel Officer will be CalPERS (all changes to your health enrollment are managed by CalPERS).

RETIREE TIER FIVE (All Future Employees)

Those persons hired on or after the date of consolidation, the District will contribute the following upon retirement:

- The same level of coverage as current employees, at the Employee only classification.
- At age 65, the District will contribute \$450 per month into a CALGOVEBA account.
- 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 percentage of health care will increase by 5% of the employee only rate per year (80% at 16 years, 85% at 17 years, 90% at 18 years, 95% at 19 years, so that at 20 years the coverage will be at 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.
- The Retiree must retire as a full-time member of the District.
- The Retiree must retire at or after the established minimum age for CalPERS retirement, disability retirement, or an Industrial Disability Retirement with stipulated coverage for health care.
- The Retirees retirement effective date must be less than 120 days after separation from employment once retired, the retirees Health benefits Officer or Personnel Officer will be CalPERS (all changes to your health enrollment are managed by CalPERS).

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.

Dental Insurance

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

Retiree Tier One (Central Legacy Retirees)

Upon retirement prior to December 31st, 2021, and the completion of a minimum of ten (10) years of service to the Employer, should the retired employee elect, the Employer shall pay a pro-rated percentage of this dental insurance premium for the retired employee and their dependents. Completion of the minimum ten (10) years of service qualifies the retired employee for an Employer contribution of twenty-five percent (25%) of the monthly premium, following retirement. For those employees with the minimum ten (10) years, each year of subsequent continuous service with the Employer will qualify the retired

employee for an additional Employer contribution of two and one-half percent (2.5%) of premium, following retirement, to a maximum of one hundred percent (100%) of premium.

The dental insurance enrollment for each retiree will be the same enrollment that their enrolled status was as an employee at the time of retirement. The premium contribution by the Employer will be based on the percentage factor as determined by the employee's years of service prior to retirement, as indicated above. The premium contribution by the retiree will be for the balance of the required premium. The coverage provided to retirees shall be the same as the coverage provided the employees. Upon the death of the employee or the retiree the premium contribution by the Employer will cease. Immediately upon the death of the employee or the retiree the survivor may elect to continue dental coverage by paying 100% of the premium plus a pro-rated administrative fee as specified in COBRA continuation of benefits. The survivor may continue the dental plan till such a time as they deem to discontinue the coverage.

Retiree Tier Two/Three/Four

As an option, retirees may purchase dental insurance through the employer's plan but must pay 100% of the premium.

XVI. VISION INSURANCE

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

Retirees may elect to join the Districts group policy but will be responsible for 100% of the cost and will be billed directly by the current provider.

XVII. 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 \$500.00 per year as special compensation for each Classic CalPERS member. The uniform allowance will be reported in twenty-six (26) equal installments of \$19.23.

For PEPRA employees, a \$500.00 uniform allowance will be paid as compensation. The uniform allowance will be paid in twenty-six (26) equal installments of \$19.23. The uniform allowance for PEPRA members will not be reported to CalPERS.

XVIII. PROFESSIONALIZATION

All "related duties" assigned to the Division 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.

XIX. 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 Association, 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 Association 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) or COA (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

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

XX. LAYOFF AND REHIRE PROCEDURE

LAYOFF PROCEDURES

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

1. The ranks of Firefighters through and including Division 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 Protection 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.

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.

XXI. 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 Assistant Fire Chief and Division Chief positions, including to commute to and from work.

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

XXII. MISCELLANEOUS

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 Division Chief positions.

Compliance and Correction Clause. Should any provision of this Memorandum of Understanding (MOU) be determined to conflict with federal or state labor law, California

regulations, or CalPERS requirements in a manner that prevents the intent of this Agreement from being achieved, the parties shall meet and confer in good faith as soon as practicable to correct, amend, or replace the affected language to ensure compliance while preserving the original intent of the provision.

XXIII. COMMENCEMENT OF NEGOTIATIONS

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

XXIV. 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 January 1, 2026, except as noted herein.

This Agreement shall remain in effect through December 31, 2028, or until a new agreement is agreed upon by the parties, subject to the Employer's emergency powers under Government Code Section 3504.5.

XXV. TERM

Except as may be otherwise specifically provided herein, this Agreement shall be effective January 1, 2026, through December 31, 2028.

**APPENDIX A
COA SALARY SCHEDULE 2026-2028**

First Full Pay Period									
2026					1ST ED	2ND ED	3RD ED	Chief Off	Mgmt Pay
DIVISION CHIEF	STEP	Monthly	Bi-Weekly	Hourly	PPP	PPP	PPP	CERT PPP	PPP
	1	\$ 21,553.81	\$ 9,947.91	\$ 124.35	\$ 92.31	\$ 138.46	\$ 184.62	\$ 184.62	\$ 994.79
	2	\$ 22,631.50	\$ 10,445.31	\$ 130.57	\$ 92.31	\$ 138.46	\$ 184.62	\$ 184.62	\$ 1,044.53
	3	\$ 23,763.07	\$ 10,967.57	\$ 137.09	\$ 92.31	\$ 138.46	\$ 184.62	\$ 184.62	\$ 1,096.76

First Full Pay Period									
2027					1ST ED	2ND ED	3RD ED	Chief Off	Mgmt Pay
DIVISION CHIEF	STEP	Monthly	Bi-Weekly	Hourly	PPP	PPP	PPP	CERT PPP	PPP
	1	\$ 22,631.50	\$ 10,445.31	\$ 130.57	\$ 92.31	\$ 138.46	\$ 184.62	\$ 184.62	\$ 1,044.53
	2	\$ 23,763.07	\$ 10,967.57	\$ 137.09	\$ 92.31	\$ 138.46	\$ 184.62	\$ 184.62	\$ 1,096.76
	3	\$ 24,951.23	\$ 11,515.95	\$ 143.95	\$ 92.31	\$ 138.46	\$ 184.62	\$ 184.62	\$ 1,151.60

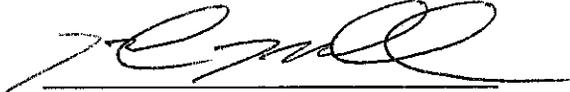
First Full Pay Period									
2028					1ST ED	2ND ED	3RD ED	Chief Off	Mgmt Pay
DIVISION CHIEF	STEP	Monthly	Bi-Weekly	Hourly	PPP	PPP	PPP	CERT PPP	PPP
	1	\$ 23,763.07	\$ 10,967.57	\$ 137.09	\$ 92.31	\$ 138.46	\$ 184.62	\$ 184.62	\$ 1,096.76
	2	\$ 24,951.23	\$ 11,515.95	\$ 143.95	\$ 92.31	\$ 138.46	\$ 184.62	\$ 184.62	\$ 1,151.60
	3	\$ 26,198.79	\$ 12,091.75	\$ 151.15	\$ 92.31	\$ 138.46	\$ 184.62	\$ 184.62	\$ 1,209.17

Other Education/Certification Incentive

Executive Chief Officer PPP	NFA Managing Officer PPP	NFA Executive Officer PPP	CPSE Credential PPP
\$ 92.31	\$ 138.46	\$ 184.62	\$ 69.23

SIGNATURES

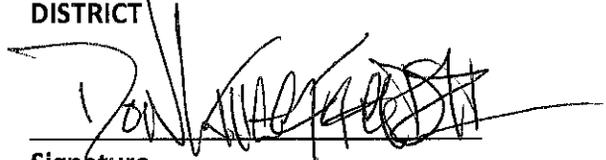
FOR THE CHIEF OFFICERS' ASSOCIATION


Signature

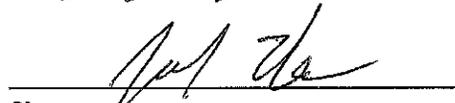

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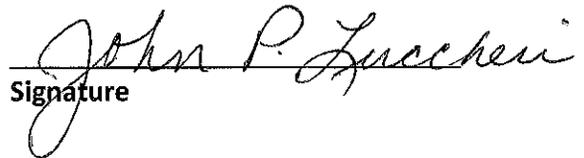

Signature

FOR THE EMPLOYER – CENTRAL FIRE DISTRICT


Signature


Signature


Signature


Signature

Signature