SIDE LETTER TO MEMORANDUM OF UNDERSTANDING

Between

ROSS VALLEY FIRE DEPARTMENT

And

ROSS VALLEY FIRE FIGHTERS' ASSOCIATION, IAFF Local 1775

ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION L1775

The authorized representatives of the Parties have met and conferred and presented the following joint recommendation to the Ross Valley Fire Department Board of Directors for amendment of Exhibit D in the Memorandum of Understanding (MOU) for the purpose of meeting the requirements set forth by a California Public Employees Retirement System audit performed on May 9, 2024.

This agreement will be retroactively applied to the 2019-2022 MOU; Exhibit D Sections: 1. Level one, 2. Level Two, and 3. Level 3. This agreement will replace Exhibit D in its entirety for the 2022-2025 MOU.

This agreement shall hereby be incorporated into the parties' MOU during the next open contract period.

The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Education Incentive.

Exhibit D attached

If the foregoing is in accordance with your understanding, please sign below:

For The Department:

Thomas Finn, RVFD Fire Board President

For the Association:

Tomas Pastalka, Ross Valley Fire Fighters Association, IAFF Local 1775

Tim Grasser, Ross Valley Fire Chief Officers Association 11775

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(Firefighters MOU)

Exhibit D

Standards for Educational Incentives

The purpose of the Educational Incentive Program is to encourage employees to pursue and attain a higher level of education and training. Once an employee attains a certain level of education, they will receive the incentive specified below for that specific level only. Employees are only eligible to receive one level of Educational Incentive at any given time. Levels can not be compounded.

- 1. First Level: All employees who achieve 30 college units shall receive a sum of \$42.50 per month.
- 2. Second Level: All employees who have an Associate's Degree or 60 college units shall receive a sum equivalent to 2.5% of base monthly salary. Base salary will be established by the salary table in Section 2 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.
- 3. Third Level: All employees who have a Bachelor's Degree from an accredited school shall receive a sum equivalent to 5% of the base monthly salary. Base salary will be established by the salary table in Section 2 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.

An educational incentive shall commence at the beginning of the month following approval by the Fire Chief or their designee. The bargaining unit member is responsible for providing the Fire Chief or their designee with all necessary proof of meeting the requirements. This shall include, but is not limited to, copies of all certificates or degrees for which benefits are requested.

Education Incentive Pay is defined as compensation in accordance of <u>California Code</u>, <u>Government Code - GOV § 20636</u> and <u>California Code Of Regulations</u>, <u>title 2 § 571</u>.

(Chief Officers MOU)

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- **2. Second Level:** All employees who have an Associate's Degree or 60 college units shall receive a sum equivalent to 2.5% of base monthly salary. Base salary will be established by the salary table in Section 3 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.
- **3. Third Level:** All employees who have a Bachelor's Degree from an accredited school shall receive a sum equivalent to 5% of the base monthly salary. Base salary will be established by the salary table in Section 3 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.

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