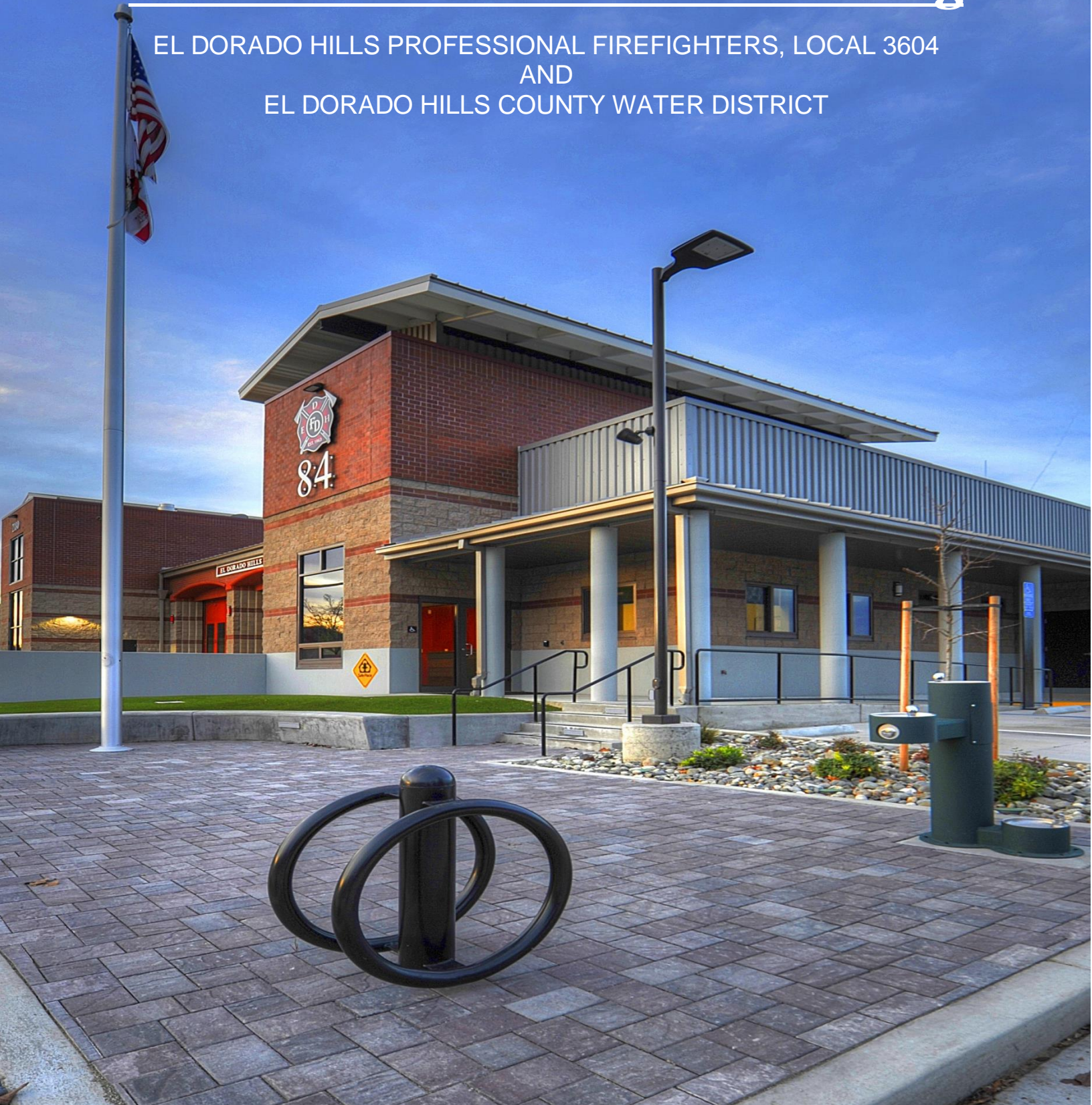


Memorandum of Understanding

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS, LOCAL 3604
AND
EL DORADO HILLS COUNTY WATER DISTRICT



Term of Agreement:
July 1, 2023 – June 30, 2025



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MEMORANDUM OF UNDERSTANDING

I. GENERAL

- A. El Dorado Hills Professional Firefighters, International Association of Firefighters Local 3604, (EDHPFF) and representatives of the El Dorado Hills County Water District, alternatively referred to as El Dorado Hills Fire Department (Department) have met and conferred in good faith regarding wages, benefits, hours and other terms and conditions of employment with respect to employees of the Department, have exchanged freely, information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. The Department recognizes the EDHPFF as the sole and exclusive representative of all Department employees in the following classes (collectively, the Bargaining Unit): Battalion Chief, Captain/Paramedic, Captain, Engineer/Paramedic, Engineer, and Firefighter/Paramedic.
- B. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (California Government Code Sections 3500-3510) and has been jointly prepared by the parties.
- C. This MOU shall be presented by the EDHPFF to the employees in the Bargaining Unit for ratification by said employees and shall thereafter be presented to the Board of Directors, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2023, and ending June 30, 2025.
- D. This MOU cancels all previous agreements and shall supersede any policies, practices, or ordinance provisions with which it may be in conflict.

II. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this MOU, the following authorized agents have been designated:

El Dorado Hills County Water District
Fire Chief
1050 Wilson Blvd.
El Dorado Hills, CA. 95762

El Dorado Hills Professional Firefighters
Local 3604 Union President
3941 Park Dr. 20-235
El Dorado Hills, CA. 95762

III. DEPARTMENT AND EMPLOYEE RIGHTS

A. Department Rights

The Department retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Department and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operations and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by Department employees and the service to be provided; to classify positions, to establish initial salaries of new classifications and to take whatever action necessary to prepare for and operate in an emergency.

B. Employee Rights

The employee retains all rights conferred by applicable local, state, and federal laws and in accordance with Section 3500 of the California Government Code.

IV. UNION DUES

A. It is recognized that all employees in the Bargaining Unit may or may not join the EDHPFF, at the individual's discretion, and that no such employee shall be required to become a member of the EDHPFF as a condition of initial or continued employment with the Department.

B. As provided by California law, the Department will deduct voluntary union membership dues from the paycheck of an employee in the Bargaining Unit upon certification by the EDHPFF that the EDHPFF has and will maintain a signed authorization by the employee permitting deduction of union dues. The EDHPFF agrees to indemnify the Department against any liability arising from dues collected by the Department on behalf of the EDHPFF in reliance on this certification. Requests by employees to change or cancel union dues deductions shall be directed to the EDHPFF.

V. SENIORITY

A. The Department shall establish a seniority list of regular status employees in the EDHPFF, which shall be updated by the Department by October 1st of each year and be posted on the Department intranet. Unless an objection to the seniority list as posted

is made to the EDHPFF and the Department by an employee within thirty (30) days from the day such list is posted, the list will be considered accurate and final.

- B. Department seniority shall be based on total unbroken years of service in the Department as a full-time regular employee receiving benefits. The actual date of hire shall be used for this determination.
- C. In the event two (2) or more persons are hired on the same calendar date, seniority in the Department shall be determined in accordance with their respective standing on the entry level hiring list. The employee attaining the highest numerical standing shall be more senior.
- D. In the event two (2) or more persons are promoted on the same calendar date, seniority in rank only shall be determined in accordance with the numerical standing on the ranked list established prior to the final Fire Chief Interview. The employee with the highest standing shall be more senior.

VI. TERMS AND CONDITIONS OF EMPLOYMENT

A. Salaries

- 1. Captain/Paramedic base salary is formulated at four percent (4%) above a Captain base salary. An Engineer/Paramedic base salary is formulated at five percent (5%) above an Engineer base salary.
- 2. At the discretion of the Fire Chief, lateral Probationary Firefighter/Paramedics may be hired at a salary step higher than salary step 1.
- 3. Employees may be eligible for a step increase annually on or after the anniversary date. Firefighter/Paramedics hired between 2015 and 2018 may be eligible for a step increase on a date that is not their anniversary date due to Side Letter 2017-02 of the October 1, 2015 – September 30, 2019, MOU, in which salary step increases for steps 1-3 were awarded in six (6) month intervals.
- 4. An employee shall remain in a salary step for a period of one (1) year before being eligible for a step increase.
- 5. If eligible for a step increase, the step increase will be effective the first day of the first full pay period on or after their eligibility date.
- 6. A salary step increase is not an automatic payroll adjustment. Eligibility for a salary step increase shall be based upon the employee's performance and length of service.
- 7. Beginning the first full pay period on or after July 1, 2023, the Firefighter/Paramedic salary schedule will be reduced from eight (8) salary steps to

five (5) salary steps. The current salary steps 1-3 will be removed from the salary schedule, and salary steps 4-8 will become the new salary steps 1-5.

8. Employees shall receive the following Cost of Living Adjustments:

- a. Effective the first full pay period on or after July 1, 2023, employees shall receive a five percent (5%) increase to base salary. Reference the below salary schedule:

STEPS		1	2	3	4	5
BATTALION CHIEF	Hourly	\$49.45	\$51.68	\$54.02	\$56.48	\$59.06
	Monthly	\$11,999	\$12,541	\$13,110	\$13,707	\$14,332
CAPTAIN/ PARAMEDIC	Hourly	\$40.46	\$42.48	\$44.60	\$46.83	\$49.17
	Monthly	\$9,818	\$10,309	\$10,824	\$11,365	\$11,933
CAPTAIN	Hourly	\$38.91	\$40.86	\$42.90	\$45.04	\$47.29
	Monthly	\$9,441	\$9,913	\$10,409	\$10,929	\$11,476
ENGINEER/ PARAMEDIC	Hourly	\$35.63	\$37.42	\$39.29	\$41.25	\$43.31
	Monthly	\$8,647	\$9,080	\$9,533	\$10,010	\$10,510
ENGINEER	Hourly	\$33.92	\$35.62	\$37.40	\$39.27	\$41.24
	Monthly	\$8,231	\$8,643	\$9,076	\$9,529	\$10,005
FIREFIGHTER/ PARAMEDIC	Hourly	\$32.25	\$33.86	\$35.56	\$37.33	\$39.20
	Monthly	\$7,826	\$8,216	\$8,628	\$9,058	\$9,512

- b. Effective the first full pay period on or after October 1, 2023, a one percent (1%) increase to base salary shall be awarded to employees if growth in the El Dorado Hills County Water District property tax revenue for fiscal year 2023-24 meets or exceeds seven percent (7%). For the salary adjustment, the change in property tax revenue will be calculated using the actual property tax revenue for fiscal year 2022-23 and the property tax revenue estimate provided by El Dorado County for fiscal year 2023-24. The public salary schedule will be available at the time of this salary increase, if applicable.
- c. Effective the first full pay period on or after July 1, 2024, employees shall receive a two percent (2%) increase to base salary. The public salary schedule will be available at the time of this scheduled salary increase.
- d. If cumulative growth in the El Dorado Hills County Water District property tax revenue for fiscal years 2023-24 and 2024-25 meets or exceeds twelve percent (12%), then effective the first full pay period on or after October 1, 2024, either:

- i. A one percent (1%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 met or exceeded seven percent (7%); or
- ii. A two percent (2%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 did not meet or exceed seven percent (7%).

The public salary schedule will be available at the time of this salary increase, if applicable.

- 9. No employee shall be involuntarily reassigned, through promotion, demotion, or other action, to a forty (40) hour schedule.
- 10. Only employees assigned to a fifty-six (56) hour suppression schedule are eligible for Fair Labor Standards Act (FLSA) pay.
- 11. Any employee assigned to a forty (40) hour schedule (suppression or administrative) shall receive a twelve percent (12%) increase to their base hourly rate of pay. Employees who have been approved to work a light duty assignment are not eligible to receive the twelve percent (12%) increase to their base salary. The employee's rate of pay shall be calculated by multiplying the hourly rate of pay applicable to employees on a suppression shift schedule (*including the 12% increase, if applicable*) then multiplying this number by 1.4.
- 12. The following is the formula for converting fifty-six (56) hour position leave to forty (40) hour position leave:

Hours on books divided by 1.4 = Converted Time;
The same formula will be used to calculate accrual rates.

- 13. The following is the formula for converting forty (40) hour position leave to fifty-six (56) hour position leave:

Hours on books multiplied by 1.4 = Converted Time;
The same formula will be used to calculate accrual rates.

B. Duty Hours and Schedule

- 1. The work schedule for employees assigned to fire suppression shifts shall consist of two (2) consecutive twenty-four (24) hour shifts on duty, followed by four (4) consecutive days off, as follows:

X X O O O O X X O O O O
Where: X = 24 consecutive hours ON DUTY
O = 24 consecutive hours OFF DUTY

2. Employees assigned to an administrative forty (40) hour schedule are eligible to work a modified schedule, such as a “Flex 9/80” or “4/10” or other modified schedule at the discretion of the Fire Chief.
3. Employees shall be notified of shift assignments for the following year no later than October 1st. All shift assignment rotations shall occur during or after the second week of January. The shift assignment rotation schedule for each rotation period shall be posted thirty (30) days after shift assignment notification. Notwithstanding anything contained within this MOU, the Fire Chief shall retain the authority to make individual shift reassignments as necessary for personnel or operational reasons.

C. Shift/Station Bidding

Shift bid requests should start biannually on or before September 1st to accommodate the Department’s obligation to post shift assignments by October 1st. Operationally, shift bid assignments are for a twenty-four (24) month period beginning on or before January 21st. Shift bidding shall be based upon the promotional (in rank) seniority list. The EDHPFF will be responsible for the facilitation, execution, and overall supervision of the shift bidding process. Shift bid packets shall consist of a seniority list, bid dates and times, and an appropriate calendar. Shift bidding is based on hire or promotional seniority date starting with the highest seniority employee bidding first for each respective rank. Each employee shall observe his or her assigned shift bid time. An employee may not bid before his or her assigned time. Employees that fail to bid within the appropriate time window shall not bump, remove, or replace another employee shift bid/station assignment regardless of seniority. At the close of the shift bid, the Fire Chief or designee at his or her discretion, shall place any employee that has failed to bid at his or her designated time into the remaining open shift assignments.

1. During the shift bidding process, each employee shall be notified of available stations and shifts including current assignments from previous bids.
2. The Fire Chief or designee may place employees into open slots for shift assignment prior to the initiation of the shift bidding process to meet the operational goals for that employee under the priority situations as follows:
 - a. Probationary- Firefighters, Engineers, Captains;
 - b. Professional Development & Performance Improvement-Mentor and/or Trainee;
 - c. As part of Disciplinary Enforcement.
3. Shift bidding shall be based on a four (4) tier bidding process beginning first with the rank of Battalion Chief until all open slots have been filled.

4. The next tier of the shift bidding process continues with the ranks of Captain and Captain/Paramedic until all open Captain and Captain/Paramedic slots have been filled.
5. The next tier of the shift bidding process continues with the ranks of Engineer and Engineer/Paramedic until all open Engineer and Engineer/Paramedic slots have been filled.
6. The next tier of the shift bidding process continues with the rank of Firefighter/Paramedic until all open Firefighter/Paramedic slots have been filled.
7. After shift assignments have been established and posted, and an operational need arises due to promotions, retirements, dismissal, unresolved conflict, or medical leave, the Deputy Chief of Operations shall request voluntary movement from all personnel. If more than one (1) qualified employee volunteers for movement, the Deputy Chief of Operations shall consider the following:
 - a. Hire or Promotional Date Seniority (Most Senior Employee);
 - b. Situational Priority.
8. After shift assignments have been established and posted, and an operational need arises due to promotions, retirements, dismissal, unresolved conflict, or medical leave, and after the Deputy Chief of Operations requested voluntary movement from all personnel and no volunteers come forward, the Deputy Chief of Operations shall consider the following:
 - a. Hire or Promotional Date Seniority (Least Senior Employee).
 - b. Situational Priority.

D. Call Back Compensation

1. Defined
When an employee returns to work because of a Department request, after the employee has completed his or her normal work shift and left the workstation ("Call Back"), the employee shall be credited with a minimum of two (2) hours plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he or she was called back.
2. Compensation
Call Back time shall be paid as overtime and shall be paid in accordance with the overtime provisions set forth in Section VI.F. below.

E. Uniform Allowance and Class-A Uniform Reimbursement

Effective the first pay date in January 2024, each employee shall receive an annual uniform allowance of eight hundred dollars (\$800.00), paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are

twenty-seven (27) pay periods, uniform allowance shall only be paid over twenty-six (26) pay periods. All eligible employees shall receive a uniform allowance regardless of their schedule or assignment.

The Department shall also provide a one-time reimbursement to each employee for the cost of one (1) "Class-A" uniform up to a maximum of five-hundred dollars (\$500.00). Reimbursement will be allowed only after the employee has completed his or her probationary period and the reimbursement request is accompanied by a detailed receipt.

For employees who have already purchased a "Class-A" uniform but do not have a detailed receipt, reimbursement shall be made after verification that the employee has the "Class-A" uniform in their possession.

F. Overtime

1. Authorization

The Fire Chief or designee may require, and shall authorize, the performance of any overtime work in advance of the overtime being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day or as soon after as possible.

2. Compensation

Employees shall receive overtime compensation at one and one-half (1.5) times the employee's base hourly rate of pay for every hour worked outside the employee's regular schedule, excluding shift trades. In addition, employees shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA). The base hourly rate of pay for shift personnel shall be determined based on two thousand nine hundred twelve (2,912) hours per year. The base hourly rate of pay for non-shift employees shall be determined as defined in Section VI.A. 10. Employees assigned to a forty (40) hour schedule that work suppression shift overtime hours shall be paid one and one-half (1.5) times the suppression shift base hourly rate of pay for those hours.

3. Work Week / Work Period

a. The Department has established a twenty-four (24) day work period for all eligible fire suppression employees, regardless of rank, pursuant to Section 207(k) of the FLSA. Pursuant to Section 207(k) of the FLSA, hours worked in excess of one hundred eighty-two (182) hours in each twenty-four (24) day work period shall be considered FLSA overtime.

b. The FLSA workweek shall begin at 12:00 a.m. on Monday and ends at 11:59 p.m. the following Sunday.

4. CalPERS FLSA

Employees assigned to a 48/96 shift schedule will be paid an overtime premium for the ten (10) scheduled overtime hours built into their regular schedule every 24-day work period. This will be paid as six (6) hours at 1/2 the employee's base rate of

pay, or three (3) hours at the employee's full base rate of pay every pay period. This compensation is reportable to CalPERS as special compensation.

5. Overtime Compensation

In the event an employee's contractual compensation in a given work period is less than the minimum amount required under the FLSA, the Department will pay the difference to the employee on the regularly scheduled pay day following the end of the pay period.

G. Pay Days

Paydays shall be bi-weekly on Friday, unless a payday falls on a holiday, in which case the regular workday immediately prior to the holiday will be the appropriate payday.

H. Education and Certification Incentives

In addition to the base salaries set forth in Section A hereof, employees with the following education degrees and certifications shall receive additional compensation as specified below. To be compensated for an Associate's, Bachelor's, or Master's Degree, official transcripts must be submitted to the Department. The official transcripts shall be mailed directly from the college or university where the degree was attained to the Department addressed c/o Director of Human Resources -Confidential. The official transcripts must be from a regionally or nationally accredited school, recognized by the United States Department of Education or the Council for Higher Education Accreditation (CHEA). (Exceptions to this rule must be approved by the Fire Chief, or by appeal to the Board of Directors.)

To be compensated for a certification incentive, the employee must submit a copy of their certificate to Human Resources.

Incentives will begin being paid the first full pay period after the official transcripts or the certification are received and validated by Human Resources. A copy of the official transcript or certification will be retained in the Department files. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, incentives will only be paid over twenty-six (26) pay periods.

1. Education Incentive

All education incentives are non-stackable. Employees shall receive the following monthly education incentive pay, which is subject to the same limitations and requirements outlined above:

- AA/AS: \$300
- BA/BS: \$600
- MA/MS: \$900

2. Certification Incentive

All certification incentives are non-stackable, however one (1) may be paid in addition to an education incentive. Eligible employees shall receive the following monthly certification incentive pay, which is subject to the same limitations and requirements outlined above:

- Company Officer*: \$300
- Chief Fire Officer**: \$600

*In order to receive the Company Officer incentive, the employee must either hold a Company Officer certification, or have successfully completed the following required classes and have submitted proof of successful course completion for each course listed below to the Director of Human Resources:

- Instructor 1
- Company Officer 2A
- Company Officer 2B
- Company Officer 2C
- Company Officer 2D
- Company Officer 2E

**In order to receive the Chief Fire Officer incentive, the employee must hold the position of Battalion Chief or Acting Battalion Chief.

I. Paramedic Certification Incentive and Reimbursement

1. Battalion Chiefs who are paramedics and that are in good standing with El Dorado County Accreditation, are eligible for paramedic incentive pay of two-hundred dollars (\$200) per month.
2. Paramedics must be a paramedic in good standing with El Dorado County Accreditation to be eligible for paramedic pay.
3. The Department shall reimburse paramedic personnel for fees, with the exception of late fees incurred in the maintenance of the following certifications: *(Reimbursement shall include class tuition and associated class materials; if required to attend the class offsite, applicable overtime or wages will be paid for class time only. Mileage reimbursement will not be paid for driving to and from the class.)*
 - a. ACLS – Advanced Life Support (Bi-annual certification).
 - b. PALS/PEPP – Pediatric Advanced Life Support (Bi-annual certification).
 - c. Field Training Officers (FTO) ONLY - ITLS or BTLS or PHTSL – International or Basic or Pre-Hospital Trauma Life Support.

- d. Class fees shall be reimbursed upon documentation of successful completion is provided.
- e. The Department shall reimburse the fee for the State Paramedic License.
- f. The Department shall reimburse FTO's for internships and field accreditation up to the amount the Department is reimbursed by the Joint Power Authority (JPA).

J. Out of Grade Pay or Acting Position (Does not include shift trades)

- 1. When a Firefighter/Paramedic has been assigned as an Acting Engineer or Acting Captain in the absence of a regular shift Engineer or Captain, for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 2. When a Firefighter/Paramedic has been assigned as a Water Tender Operator for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 3. When an Engineer has been assigned as an Acting Captain in the absence of the regular shift Captain for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 4. When a Captain has been assigned as an Acting Battalion Chief in the absence of the regular shift Battalion Chief for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 5. Assignment of acting positions shall be at the discretion of the Fire Chief or designee.
- 6. Minimum qualifications for Acting Engineer, Acting Captain, and Acting Battalion Chief positions shall be established by the Fire Chief.
- 7. Eligibility for Acting Engineer, Acting Captain, and Acting Battalion Chief positions does not entitle the employee to fill a permanent position when available. Testing to fill a permanent position will be completed separately.

K. Downgrading (Does not include shift trades)

Employees may voluntarily “downgrade” and work at a lower rank under the following circumstances:

- 1. The employee is qualified to work in the capacity of the position being filled (i.e. Firefighter/Paramedic, Engineer, etc.).
- 2. The position being filled by the downgrading employee is to avoid a mandatory fill of that position.
- 3. Downgrading may occur after being authorized by the Fire Chief or designee.

4. Employees who wish to downgrade and work at a lower rank shall have the same authority as that of the position they are filling.
5. Employees who wish to downgrade and work at a lower rank shall be paid at their normal overtime rate of pay.

L. Longevity Pay

The Department shall provide longevity pay as set forth hereinafter. All eligible employees shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, longevity will only be paid over twenty-six (26) pay periods. Longevity pay increases shall be effective on the first full pay period on or after the employee's anniversary date.

Upon Completion of Years of Service	Annual Pay
10	\$3,000
15	\$3,500
20	\$4,000
25	\$4,500
30	\$5,000

M. Emergency Operations Staffing

If an employee is assigned to any of the following, they will receive ten percent (10%) differential pay on the qualifying overtime hours worked in such capacity. The differential pay shall be calculated based on base salary, not inclusive of any other incentive or certification pay.

- Red Flag/Inclement weather additional staffing.
- Any mutual aid deployment, not inclusive of automatic aid to neighboring agencies.
- Surge in-County strike teams.

Anytime a 40-hour employee is assigned to a deployment, the employee shall be compensated at the 56-hr. suppression rate.

VII. RETIREMENT

A. Classic Safety (Tier 1) Members

Employees hired on or prior to November 27, 2012, shall be covered by the California Public Employees Retirement System (CalPERS) Three Percent (3%) at Fifty (50) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574),

with One Year Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat Employer-Paid Member Contributions (EPMC) as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 1) employees shall contribute twelve percent (12%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

B. Classic Safety (Tier 2) Members

Employees hired after November 27, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the CalPERS Three Percent (3%) at Fifty-Five (55) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with Three Years Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat EPMC as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 2) employees shall contribute twelve percent (12%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

C. New Members (Tier 3)

Employees who are "new members" as defined by PEPRA, shall be covered by the CalPERS Two and Seven Tenths Percent (2.7%) at 57 formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with Three Years Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect.

Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

D. Deferred Compensation

Beginning the first full pay period in July 2024, for CalPERS "new members", as defined by PEPRA, who participate in a departmental 457 deferred compensation plan, the Department shall contribute a matching amount of up to one hundred dollars (\$100) per month towards the employees elected 457 deferred compensation plan.

VIII. HEALTH AND WELFARE BENEFITS

A. Health Insurance

1. Department shall continue its participation in the CalPERS Health Program. Employees covered by this MOU shall be eligible for group health insurance the first day of the month following the date of hire.
2. The Department shall contribute a maximum monthly amount of up to one hundred percent (100%) of the fifth highest cost plan offered in CalPERS Region 1 at the tier the employee elects.

A. Cash In-Lieu of Group Health Insurance

1. Employees that elect to waive coverage under the Department's health insurance program shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) equal pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, the cash in lieu waiver will only be paid over twenty-six (26) pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided health insurance benefits.

Such amount shall be payable beginning the first full pay period of the month of the elected plan year (January) and shall continue during that plan year as long as the waiver of coverage is in effect and as long as the employee would otherwise be eligible for such insurance and premium rates in the absence of a waiver.

2. In order to participate in the cash in-lieu of health insurance waiver, the employee shall provide proof of alternative minimum essential coverage or themselves and any dependents who will be claimed on the employee's state and/or federal taxes (expected tax family). The employee shall also complete and sign a health coverage declination form stating that he or she and their dependents, if applicable, have alternative minimum essential coverage and that he or she understands that they will no longer receive health coverage for themselves and their dependents, if applicable, through a Department provided health plan. Providing proof of alternative minimum essential coverage and completing the health coverage declination form will be required at every open enrollment period the employee elects to waive health coverage. If the employee does not show proof of alternative minimum essential coverage for themselves and their dependents, if applicable, and/or does not complete the health coverage declination form, the cash-in-lieu of health insurance waiver will not be granted.
3. Per IRS rules, cash-in-lieu of health insurance will not be granted if the Department knows or has reason to know the employee or their dependents, if applicable, don't have the required alternative minimum essential coverage.
4. Any such amount of cash in lieu of health coverage added to wages is not compensation for retirement purposes as defined by CalPERS.

B. Retiree Health

1. Employees hired prior to March 1, 2012, who qualify for post-retirement health benefits, will be provided these benefits in retirement at the same level provided to current personnel, as may be negotiated from time to time, whether or not the Department remains in the CalPERS program.
2. Employees hired after February 29, 2012, who qualify for post-retirement health benefits upon retirement with the Department, are eligible to receive a Department contribution toward their post-retirement health benefits at the same level as current employees if they: a) have a minimum of five (5) years of CalPERS-credited service with the Department and b) have a total of at least ten (10) years of CalPERS-credited service. Once an employee has completed five (5) years of service with the Department, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.
3. Employees meeting the criteria above will receive a Department contribution towards their post-retirement health benefits as defined in California Government Code Section 22893 as follows:

Total Credited Years of Service	Percent (%) of Department Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

C. Dental and Vision Insurance

The Department provides the following dental and vision benefits to eligible full-time and part-time (minimum 32 hours/week) regular and probationary employees:

1. Tier 1: Employees hired prior to October 1, 2019

Employees have the option to keep the existing Health Reimbursement Arrangement (HRA) as set forth below, or to elect coverage under the Department-sponsored dental and vision insurance plan.

For those employees who elect to maintain the HRA benefit, the Department will make the following contribution on the last day of each pay period, to an HRA provider for dental and vision care for participating employees and their dependents:

\$ 66.92 for an employee with no dependents.

\$ 80.77 for an employee with one dependent.

\$ 103.85 for an employee with two or more dependents.

(A "dependent" for this purpose is defined as a dependent qualifying for health care under CalPERS rules, with the exception that the Department's dental and vision insurance plan recognizes a dependent as up to age 26.) Each participating employee is entitled to draw upon his or her eligible HRA contributions for dental and vision charges, in accordance with HRA reimbursement procedures. EDHPFF retirees may carry over their existing dental and vision account balance upon retirement and may utilize their available account balance for eligible dental and vision charges, in accordance with HRA reimbursement procedures.

For those employees who elect dental and vision insurance coverage, the Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. This election must be made during open enrollment or following a qualifying event. Once an employee elects dental and vision insurance coverage, the change is irrevocable and the employee may not go back to participating in the HRA.

Employees' participation in the HRA is limited to active employees only. Any employee who retires shall only be eligible for dental and vision insurance in retirement.

Employees that enroll in dental and vision insurance coverage may keep any existing HRA balance as of the last day before the insurance becomes effective and will be able to use it for future qualifying expenditures until the HRA balance is exhausted. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- a. Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, with no years of service restrictions (legacy members).

- b. Employees hired on or after October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the employee must be either enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other employee would receive the single rate.

2. Tier 2: Employees hired on or after October 1, 2019

- a. The Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. New employees are not eligible to participate in the HRA.
- b. Employees who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental and vision insurance, with a maximum Department contribution of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the employee must either be enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate.

D. Life Insurance

The Department shall provide a fifty-thousand-dollar (\$50,000.00) term life insurance policy in the name of each employee. Each employee shall have the right to designate the beneficiary of said policy.

E. Disability Insurance

Department shall maintain a sixty (60) day disability insurance policy as provided by California Association of Professional Firefighters or California Professional Firefighters for safety personnel.

F. Flexible Spending Accounts

The Department offers Dependent Care and Health Care Flexible Spending Accounts (FSA). This benefit allows employees pre-tax deductions for dependent and health care expenses. This is available to all regular and limited-term employees.

IX. HOLIDAYS

- A. The Department shall provide holiday pay as set forth hereinafter. All shift personnel shall receive an annual holiday pay disbursement calculated by multiplying each affected employee's regular hourly wage by one-hundred twenty (120) hours and dividing by twenty-six (26) pay periods and this amount will be included on each pay period throughout the year. In the periodic event there are twenty-seven (27) pay periods, holiday pay will only be paid over twenty-six (26) pay periods. These payments shall constitute the sole and exclusive mechanism of awarding to shift personnel any additional compensation for shift duty worked during holiday periods.
- B. Employees assigned to a forty (40) hour administrative schedule shall receive the following paid holidays:
1. January 1 - New Year's Day
 2. January – (3rd Monday) Martin Luther King Day
 3. February (3rd Monday) - President's Day
 4. May (Last Monday) - Memorial Day
 5. July 4 - Independence Day
 6. September (1st Monday) - Labor Day
 7. October (2nd Monday) - Columbus Day
 8. November 11 - Veterans Day
 9. November (4th Thursday) - Thanksgiving
 10. November - Friday after Thanksgiving
 11. December 24 - Christmas Eve
 12. December 25 - Christmas Day
- C. Employees assigned to a forty (40) hour administrative schedule, who are required to work on a holiday, shall be entitled to compensation at two (2) times his or her base rate of pay, calculated in accordance with the law.

Employees assigned to an administrative forty (40) hour work schedule may not accept voluntary overtime on a recognized holiday.

Employees assigned to a forty (40) hour suppression schedule shall have holiday pay calculated utilizing the following formula: Six (6) holidays multiplied by hours worked per day based on work schedule, multiplied by base hourly pay rate of pay, divided by twenty-six (26) pay-periods.

Employees who are assigned to a light-duty schedule shall continue to receive holiday pay in place of time off for the recognized holiday.

X. VACATION

A. Benefits

Increases in vacation accrual tiers are effective on the first full pay period on or after the employee's anniversary date.

Employees shall receive the following vacation benefits according to their length of service with the Department as follows:

1. Up to five (5) years employment (month 1 through month 60): one-hundred and four (104) hours per year for non-shift and one-hundred forty-four (144) hours per year for shift employees.
2. Five (5) to ten (10) years employment (month 61 through month 120): one-hundred fifty-two (152) hours per year for non-shift and two-hundred sixteen (216) hours per year for shift employees.
3. Ten (10) to fifteen (15) years employment (month 121 through month 180): one-hundred ninety-two (192) hours per year for non-shift and two-hundred sixty-four (264) hours per year for shift employees.
4. Fifteen (15) to twenty (20) years employment (month 181 through month 240): two-hundred and eight (208) hours per year for non-shift and two-hundred eighty-eight (288) hours per year for shift employees.
5. Twenty (20) or more years of employment (month 241 onwards): two-hundred twenty-four (224) hours per year for non-shift and three-hundred twelve (312) hours per year for shift employees.

B. Limitations

1. Vacation time may not be taken until after the completion of six (6) months of continuous employment. Vacation will be accrued on a bi-weekly basis on the last day of each pay period.
2. Maximum accumulation of vacation is limited to two-hundred eighty (280) hours for non-shift employees and three-hundred eighty-four (384) hours for shift employees. Time accrued in excess of these limits will be paid out at one hundred percent (100%) of an employee's base hourly rate during the first full paycheck in December.
3. No more than seventeen percent (17%) of employees during any shift may be on vacation at a single time. Any fractional number will be rounded to the next highest number. (Example: seventeen percent (17%) of seventeen (17) scheduled employees would equal two-point eight nine percent (2.89%), so three (3) employees would be eligible to utilize vacation at a single time. Seventeen percent (17%) of eighteen (18) scheduled employees would equal three-point zero six percent (3.06%), so four (4) employees would be eligible to utilize vacation at a single time.) In the case of emergency staffing, scheduled vacation time off may be cancelled.

C. Payment for Unused Vacation Leave

1. Upon separation from the Department, an employee's unused vacation time will be compensated at one hundred percent (100%) of the employee's final base hourly rate.

2. During employment, an employee may elect to receive cash in lieu of accrued vacation leave at one hundred percent (100%) of the employee's base hourly rate, subject to the following restrictions:
 - a. An employee wishing to receive cash in lieu of accrued vacation leave must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem accrued vacation leave for cash. An employee who does not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to receive cash in lieu of vacation leave during the subsequent calendar year.
 - b. An employee's written election must specify the number of accrued vacation hours, not to exceed the employee's maximum annual accrual, which the employee wishes to redeem for cash in the following calendar year.
 - c. After an employee makes an irrevocable election, the employee may request payment for accrued vacation hours on a quarterly basis. Requests to redeem accrued vacation must be submitted, in writing, at least two (2) weeks prior to the end of the quarter.
 - d. If an employee does not request payment for the full amount of vacation elected for cash out, the Department shall unilaterally cash out the remainder of the vacation leave elected for cash-out at the end of the fiscal year, to the extent the employee has leave accrued during that calendar year available.
 - e. Only vacation leave hours already accrued in the calendar year for which an election was made may be cashed out under this provision. Voluntary cash-out for vacation leave accrued in a previous year is not allowed.

XI. SICK LEAVE

- A. Sick Leave is defined as leave taken for any of the reasons specified in California Labor Code section 246.5.

Department "Protected Leave" includes eligible employees accrued: Sick Leave, Vacation Leave, Administrative Leave, Shift Trades, and donated leave from the Catastrophic Leave Bank. For purposes of this section, the definition of "Protected Leave" ensures that the employee will return to their original position in terms of rank, pay, benefits, and other employment terms and conditions.

1. Sick Leave Accrual

Sick Leave shall accrue in equal prorated installments for each pay period following one (1) month of continuous service at the following rate:

- a. Non-shift personnel – One hundred thirty-six (136) hours per year (Seventeen (17) working days, multiplied by eight (8) hours).
- b. Shift personnel – One hundred ninety-two (192) hours per year.
- c. Maximum accumulation of sick leave shall be unlimited.

2. Procedure to Receive Sick Leave

To qualify for paid sick leave, the employee must notify his or her supervisor as soon as possible but not later than one (1) hour after the start of the work shift. In the event sick leave is required by the employee for an unforeseen emergency, management personnel shall use reasonable discretion in the exercise of requiring notification.

3. Maintenance of Benefits While on Leave

- a. The Department will maintain all benefits of any employee who is absent from work up until that employee has exhausted all means of available leave. Employees are responsible for paying their portion of their benefits premiums, if any. All means of available leave is defined as: accrued sick leave, accrued vacation, shift trades, any donated sick leave by other employees of the Department from the Catastrophic Leave Bank, and leave described in state and federal laws.
- b. Employees are allowed to use accrued sick leave only for legitimate reasons permitted by these provisions. An employee found to have claimed/used sick leave fraudulently shall be subject to discipline.

5. Payment of Unused Sick Leave

The payment of unused sick leave is authorized by the Department as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent employees, regardless of length of service, shall be entitled to payment for accrued sick leave as indicated below, up to their date of separation. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

Employees may elect to receive payment for accrued and unused sick leave up to the percentages indicated in the table below. This will be based on the employees' unused sick leave balance on their last day of service with the Department. All unused sick leave not paid to the employee shall be converted to CalPERS service credit if the employee is retiring.

Number of Sick Leave Days Accumulated		
Shift Employees	Non-Shift Employees	Percentage of Days Compensation is Given
64+	135+	60%
52-63	112-134	50%
41-51	88-111	40%
31-40	64-87	30%
21-30	41-63	20%
0-20	0-40	0%

- a. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.
- b. Upon an employee's retirement, the employee may, at his or her discretion, convert all accrued and unused sick leave to CalPERS for service credit and forgo compensation outlined in the table above.

7. Donation of Sick Leave Hours

Department shall allow employees to donate sick leave hours to the Catastrophic Leave Bank as outlined in the Catastrophic Leave Bank policy.

XII. UNION LEAVE

The Union President, Vice President and/or other Union designated representatives will be given leave from duty to perform Department/Union related business. Such leave will only be granted if it does not disrupt the Departments operations. Total leave shall not exceed five hundred (500) hours per year.

XIII. STATION STAFFING

- A. EDHFD Emergency Equipment (Truck, Engine, Medic) shall be staffed with a minimum of:

Battalion:

One (1) Battalion Chief

Engine:

One (1) Captain

One (1) Engineer

One (1) Firefighter /Paramedic

Truck:

One (1) Captain

One (1) Engineer

Two (2) Firefighter /Paramedics

Medic:

Two (2) Firefighter/Paramedics or qualified personnel

Full Engine, Truck, Medic staffing levels shall be nineteen (19).

The minimum staffing levels above shall be filled by regular full-time employees.

- B. This does not preclude the cross-staffing of apparatus that are not separately staffed (i.e., cross-staffing a different type Engine, Medic, Air Unit, Water Tender, or other specialized Apparatus and/or equipment for a particular incident or based on Operational needs).
- C. These provisions will not apply to periodic, temporary reductions in apparatus staffing due to transient operational needs of the Department (i.e., a Department engine or truck will remain in service with less than the defined minimum level of staffing while an employee of the crew has transported a patient to the hospital).
- D. A qualified actor, or person of higher rank willing and qualified to “work-down” to prevent mandatory staffing, may be used in lieu of the required rank to satisfy this requirement.
- E. Extra personnel assigned to the shift may be utilized as “floaters” and assigned to augment any emergency apparatus vacated by absent personnel.
- F. Employees assigned to an administrative forty (40) hour schedule may not be mandated for Emergency Staffing unless not doing so would cause the staffing level to fall below fourteen (14).

XIV. REDUCTION OF FORCE

- A. In the event the Board of Directors, in its exclusive judgment, ultimately decides that a reduction in force shall be implemented, the Board shall specify the number of positions to be authorized. Any lay-off of personnel initiated will be made on the inverse order of seniority hire date as defined in the MOU.
 - 1. Procedure
 - a. The Fire Chief shall designate those employees to be laid off with the Board’s specific number of authorized positions.
 - b. Employees shall be laid off in inverse order of Department seniority by hire date. Employees shall be demoted in inverse order of seniority by promotional date.
 - c. An employee who bumps back to a lower paying job classification will be placed on the applicable seniority list for that classification according to the employee’s prior Department service (promotion or hire date) in that rank.

- d. Employees cannot bump back into a lower paying job classification that they were never employed in or did not complete a successful probation (unless they were promoted during probation).
- e. When vacancies occur within three (3) years after the date an employee is laid off the employee shall be given the opportunity to be rehired to the former position in accordance with seniority and prior to any new employee in that classification. Rehired employees are required to pass a physical examination and Department physical agility test. If the notified (rehired) employee fails to respond within thirty (30) days of written notice, he or she will have lost the right to rehire. Persons rehired through these means shall retain all seniority accrued while working and layoff shall not be considered a break in employment.

XV. DEPARTMENT ADOPTION OF RULES AND REGULATIONS

The Board of Directors for the Department has adopted Rules and Regulations, consistent with the operating procedures of the Department. To the extent that any conflicts arise between the Department's Rules and Regulations and this MOU, the terms and conditions of the MOU shall control.

XVI. FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, relating to any such matters are hereby superseded or terminated in their entirety.
- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein, during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Department's Board of Directors and the EDHPFF membership.
- D. The waiver of any breach, term, or condition of the MOU by either party shall not constitute a precedent in the future enforcement of the terms and provisions of this MOU.

XVII. TERM

- A. This MOU represents the entire agreement between the Department and the EDHPFF, cancels all previous agreements on items covered herein, and shall become of full force and effect on adoption by the Board of Directors and ratification by the EDHPFF members and shall continue in full force and effect until midnight June 30, 2025. Furthermore, this MOU shall be automatically renewed on the same terms and

conditions for an additional year unless either party shall give written notice to the other on or before June 1, 2025, of its intent to not have this MOU renewed; and provided that either party shall be able to terminate such renewed MOU by giving written notice to the other party, any time after June 1, 2025, of its intent to terminate this MOU and any rights and obligations thereunder, which notice shall be effective thirty (30) days thereafter.

- B. In the event that the Department is included within an incorporated city during the term of this MOU, the provisions of this MOU shall remain binding upon the successor city and the term of this agreement shall be extended until a new agreement between the EDHPFF and the city has been agreed upon.

In witness whereof, the parties hereto have caused this MOU to be executed by affixing their signatures below.

DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

Dated: 8-30, 2023.

JOHN GIRAUDE
By: [Signature]
Its: President

Dated: 8-31, 2023.

Maurice Johnson
By: [Signature]
Its: Fire Chief

ATTEST:

Dated: Aug. 30, 2023.

Jessica Braddock
By: Jessica Braddock
Its: Board Secretary

EDHPFF:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: Sept 14, 2023.

Brian Wilkey
By: [Signature]
Its: President

Effective:
Adopted: August 30, 2023