

THIS SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING (MOU) between the El Dorado Hills Professional Firefighters Local 3604 (EDHPFF) and representatives of the El Dorado Hills County Water District, alternatively referred to as El Dorado Hills Fire Department (Department), for the period of July 1, 2023 – June 30, 2025, referred to herein as “**Side Letter #1**”, is made and entered into and effective this 19th day of December 2023.

Section I., General, Subsection A., is hereby amended to read as follows:

- 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, Firefighter/Paramedic, and Paramedic.

Section VI, Terms and Conditions of Employment, Subsection A.2., is hereby amended to read as follows:

Salaries

2. At the discretion of the Fire Chief, lateral Probationary Firefighter/Paramedics and Paramedics may be hired at a salary step higher than salary step 1.

Section VI, Terms and Conditions of Employment, Subsection C., is hereby amended to read as follows:

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- Paramedics, 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 five (5) 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. The next tier of the shift bidding process continues with the rank of Paramedic until all open Paramedic slots have been filled.
8. 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.
9. 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.

Section VI, Terms and Conditions of Employment, Subsection F., is hereby amended to read as follows:

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

- a. Suppression 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 suppression 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.
- b. Paramedics shall receive overtime compensation in accordance with the Fair Labor Standards Act. Hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1.5) times the base hourly rate of pay. The base hourly rate of pay shall be determined based on two thousand nine hundred twelve (2,912) hours per year.

3. Work Week / Work Period

- a. For all eligible suppression employees, the Department has established a twenty-four (24) day work period, 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. For suppression and Paramedic personnel, 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

Suppression 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 a suppression 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.

Section VI, Terms and Conditions of Employment, Subsection I.4., has been added as follows:

4. Field Training Officer

Effective July 1, 2023:

- a. The Fire Chief or designee shall certify an employee's qualifications as a designated Field Training Officer (FTO) before utilizing the employee in that capacity. The FTO plan used by the Department shall be voluntary and does not require employee participation. An employee shall remain in FTO status as long as they are in good standing as an FTO with the JPA, EMSA, and the Department, as well as must remain qualified to serve as an FTO.
- b. The Fire Chief or designee shall approve the acceptance of any prospective Paramedic Intern Student before starting a field internship.
- c. The Department shall pay hour-for-hour compensation to FTO's that have been assigned in writing by the Department to work in this capacity. Employees in the Firefighter/Paramedic or Paramedic job classifications shall receive a stipend of two dollars and fifty cents (\$2.50) per hour while serving as an FTO to a maximum of seven hundred twenty (720) hours per Paramedic Intern, or department assignment.
- d. FTO's will be required to ensure their time as an FTO is recorded accurately in Telestaff and all hours for each shift are accurately accounted for. The on-duty shift Battalion Chief will ensure all FTO work codes and FTO hours worked are recorded accurately on each shift roster before they finalize the record. If a Paramedic Intern is assigned more than one (1) FTO, only one (1) FTO will be compensated at a time.

Section VIII., Health and Welfare Benefits, Subsection E., is hereby amended to read as follows:

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. Those not considered a professional Firefighter will be enrolled in State Disability Insurance (SDI).

Section XIII. Station Staffing, is hereby amended to read as follows:

- 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) Paramedics or qualified personnel

Full Engine, Truck, Medic staffing levels shall be twenty-one (21).

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 suppression emergency apparatus vacated by absent personnel. Floaters will not be required to staff a medic unit.
- 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).

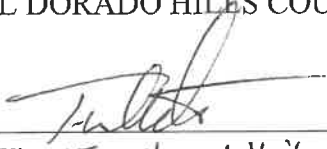
Side Letter Agreement #1 Amending the Memorandum of Understanding

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

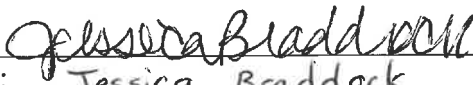
Dated: December 19, 2023.


By: Timothy White
Its: President


By: Maurice Johnson
Its: Fire Chief

ATTEST:


Dated: December 19, 2023.


By: Jessica Braddock
Its: Board Secretary

EDHPFF:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: December 19, 2023.


By: Brian Wilkey
Its: President

Effective:

Adopted: December 19, 2023