

Side Letter Agreement #2 - Limited-Term Vacancies Arising from Department's Contract with County OES

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 #2**”, is made and entered into and effective this 19th day of December 2023.

WHEREAS, El Dorado Hills Professional Firefighters, IAFF, Local 3604 (“Local 3604”) is the exclusively recognized bargaining representative for employees of the El Dorado Hills County Water District, also known as the El Dorado Hills Fire Department (“Department”), in the positions of Battalion Chief, Captain/Paramedic, Captain, Engineer/Paramedic, Engineer, Firefighter/Paramedic, and Paramedic;

WHEREAS the Department and the County of El Dorado (“County”) have entered into an Agreement for Services (“OES contract”), expiring on June 30, 2027, whereunder the Department has assigned a Deputy Chief to provide special services under contract to the County’s Office of Emergency Services (“OES assignment”);

WHEREAS the OES assignment has resulted in a limited-term vacancy in the Deputy Chief position which the Department is currently backfilling with a temporary appointment;

WHEREAS the Deputy Chief in the OES assignment may to return to his regular Deputy Chief assignment at the expiration or termination of the OES contract;

WHEREAS the Department and Local 3604 have a mutual interest in ensuring that the OES assignment and its expiration does not result in current Department employees being laid off, demoted, or otherwise displaced to a position lower than the one they held at the time the OES assignment began;

WHEREAS the Department and Local 3604 currently have in effect a collectively bargained Memorandum of Understanding (“MOU”) with a term commencing July 1, 2023, and ending June 30, 2025;

WHEREAS the Department and Local 3604 have met and conferred in good faith pursuant to their mutual obligations under the Meyers-Milias-Brown Act;

NOW THEREFORE, the Department and Local 3604 hereby agree as follows:

1. The Department’s Board of Directors has approved an additional Deputy Chief position in the Department’s budget on November 16, 2023, and the Department:
 - a. Shall fill said position by temporarily appointing one of the Department’s existing Battalion Chiefs on a limited term basis; and
 - b. Shall fill each vacancy resulting from the internal limited term appointment under paragraph 1.a. or this paragraph by internal promotion from the next lower job classification.

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2. First preference for any of the promotions referenced in paragraph 1.b shall go to employees who are currently serving in a limited term appointment for the position in question.
3. Should the OES contract expire or terminate and the return of the absent Deputy Chief from the OES assignment, the Department may choose to eliminate one Deputy Chief position from the Department's budget and the Battalion Chief that was temporarily assigned to the vacant Deputy Chief position under 1.a. will return to his position as a Battalion Chief. The Department will implement layoff "bump-back" procedures for one Battalion Chief. Local 3604 acknowledges that Deputy Chiefs are not part of the represented bargaining unit; that the Department has sole discretion over whether to eliminate a Deputy Chief position; and that this paragraph is included herein for context only.
4. In the event the Battalion Chief that was temporarily assigned to the vacant Deputy Chief position under paragraph 1.a., as mentioned in paragraph 3, returns to his position as a Battalion Chief, the Department will lay off one employee from the position of Battalion Chief. Any such layoff from lower-paying job classifications represented by Local 3604 shall be in inverse order based on time in classification (i.e. date of promotion), not overall seniority (i.e. original hire date).
 - a. An employee displaced as a result of the Battalion Chief returning to his position after the conclusion of his limited term appointment to Deputy Chief (including indirectly through the voluntary demotion of another displaced employee) shall also have the right to voluntarily demote to a previously held position, if any.
 - b. This provision shall apply notwithstanding any provisions to the contrary in Article V and Article XIV of the MOU.
 - c. The intent of this provision is to ensure that the employees who were initially promoted because of the OES assignment (under paragraph 1.b. of this Agreement) do not displace employees who already held the promoted position at the time of the OES assignment but who may have shorter overall seniority.
 - d. This provision shall apply only to a layoff or demotion directly resulting from the expiration or termination of the Department's contract with the County OES and the end of the OES assignment. For any other layoff or reduction in force, whether during or after the term of the OES assignment, the provisions in the MOU shall prevail.
5. The parties acknowledge and agree that by negotiating this agreement, the parties have satisfied their obligation to meet and confer over the vacancies created by the OES assignment and the impacts of the potential layoffs outlined in section 4 of this agreement. Both parties hereby voluntarily and unqualifiedly waives any right to negotiate further over the specific matters covered herein.
6. Effective term:
 - a. This agreement shall remain in effect until the expiration or termination of the OES contract, the end of the OES assignment, and the completion of any layoffs and voluntary demotions that follow as a result, regardless of whether the parties' current MOU may have expired in the meantime.

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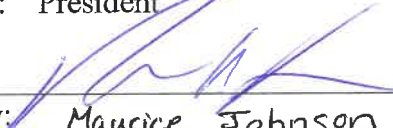
In witness whereof, the parties hereto have caused this MOU to be executed by affixing their signatures below.

DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

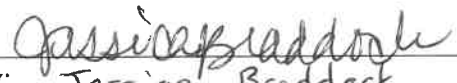
Dated: December 19, 2023.

By: 
Its: President

By: 
Its: Fire Chief

ATTEST:


Dated: December 19, 2023.

By: 
Its: Board Secretary

EDHPFF:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: December 19, 2023.

By: 
Its: President

Effective:

Adopted: December 19, 2023