

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
EIGHT HUNDRED EIGHTY FIRST MEETING
(A Special Meeting)
Tuesday, December 19, 2023
3:30 p.m.
1050 Wilson Blvd. El Dorado Hills, CA 95762

ATTENTION

Residents planning to address the Board of Directors at this Board meeting: we respectfully ask if you are feeling ill for any reason not to attend in person.

Zoom Webinar Video Conference link:

<https://zoom.us/j/91832988853?pwd=MU81YIRRQkE3aHVuU0E2M2FCk09Bdz09>

Webinar ID: 918 3298 8853

Passcode: 148940

Conference Dial in:

1-669-900-9128

Please submit your comments in writing to clerkoftheboard@edhfire.com and they will be entered into the public record. If you choose to attend the Zoom meeting and wish to make a comment on an item, please use the "raise a hand" button or press *9 if dialing in by phone. Public comments will be limited to 3 minutes.

NOTE

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Board Clerk at 916-933-6623; ext. 1038, at least two (2) days prior to the meeting.

- I. Call to Order and Pledge of Allegiance
- II. Oral Communications
 - A. Any person wishing to address the Board on any item that is not on the agenda may do so at this time. No action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.
- III. New Business
 - A. Review and approve Resolution 2023-13 approving the Side Letter Agreements #1 and #2 to the El Dorado Hills Professional Firefighters Memorandum of Understanding
- IV. Adjournment

Note: Action may be taken on any item posted on this agenda.

This Board meeting is normally recorded.



El Dorado Hills Fire Department

1050 Wilson Blvd. • El Dorado Hills, CA 95762 • Phone (916) 933-6623 • Fax (916) 933-5983

Maurice Johnson
Fire Chief

DATE: December 19, 2023
TO: Board of Directors
AGENDA ITEM: III-A
SUBJECT: Approval of the El Dorado Hills Professional Firefighters (EDHPFF), Local 3604, Memorandum of Understanding (MOU) Side Letter Agreement #1 and Side Letter Agreement #2

TOPIC

Side Letter Agreement #1 and Side Letter Agreement #2 to the EDHPFF MOU.

SUMMARY

Staff seeks Board approval to adopt the proposed Side Letter Agreement #1 and Side Letter #2 to the EDHPFF MOU.

DISCUSSION

The District's negotiating team met with 3604 representatives to discuss Side Letter Agreement #1 and Side Letter Agreement #2. The proposed Side Letter Agreement #1 and Side Letter Agreement #2 have been agreed upon by the EDHPFF, Local 3604, representatives and members by majority vote on December 15, 2023.

Enclosed is the existing MOU language for Side Letter Agreement #1 that exhibits the track changed edits, so the changes are easy to review. Also enclosed are the proposed Side Letter Agreement #1 and Side Letter Agreement #2.

FISCAL IMPACT

There will be a fiscal impact for Side Letter Agreement #2 of approximately \$10,646 for a full fiscal year.

RECOMMENDATION

Approve the proposed Side Letter Agreement #1 and Side Letter Agreement #2 to the EDHPFF MOU for the period of July 1, 2023, through June 30, 2025.

Submitted by:

Cora Hall

Cora Hall
Director of Human Resources

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, ~~and~~ 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

Side Letter Agreement #1 Amending the Memorandum of Understanding

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 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. The next tier of the shift bidding process continues with the rank of Paramedic until all open Paramedic slots have been filled.

~~7-8.~~ 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.

~~8-9.~~ After shift assignments have been established and posted, and an operational need arises due to promotions, retirements, dismissal, unresolved conflict, or medical

Formatted: Normal, No bullets or numbering, Tab stops: Not at 1.3"

Side Letter Agreement #1 Amending the Memorandum of Understanding

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 eEmployees 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 ~~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. 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.

Formatted: Not Highlight

Formatted: Underline, Not Highlight

Formatted: Not Highlight

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: List Paragraph, Indent: Left: 1", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Indent at: 1.5"

Formatted: Font: Times New Roman, 12 pt

Formatted: Not Highlight

Formatted: Not Highlight

Side Letter Agreement #1 Amending the Memorandum of Understanding

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.

Formatted: Not Highlight

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:

Formatted: Not Highlight

4. Field Training Officer

Formatted: Not Highlight

Effective July 1, 2023:

Formatted: Not Highlight

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.

Formatted: Not Highlight

Side Letter Agreement #1 Amending the Memorandum of Understanding

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).

Formatted: Indent: First line: 0.5"

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

Formatted: Underline

- 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 ~~twenty-one~~nineteen (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.

Side Letter Agreement #1 Amending the Memorandum of Understanding

- 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).

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: _____, 2023.

By: _____
Its: President

By: _____
Its: Fire Chief

Dated: _____, 2023.

ATTEST:

By: _____
Its: Board Secretary

EDHPPF:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: _____, 2023.

By: _____
Its: President

Effective: _____
Adopted: _____

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).

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: _____, 2023.

By: _____
Its: President

By: _____
Its: Fire Chief

Dated: _____, 2023.

ATTEST:

By: _____
Its: Board Secretary

EDHPFF:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: _____, 2023.

By: _____
Its: President

Effective:

Adopted: _____

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.

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

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.

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

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: _____, 2023. By: _____
Its: President

By: _____
Its: Fire Chief

Dated: _____, 2023. **ATTEST:**
By: _____
Its: Board Secretary

EDHPFF:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: _____, 2023. By: _____
Its: President

Effective:
Adopted: _____

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION NO. 2023-13

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT APPROVING THE SIDE LETTER AGREEMENT #1 AND SIDE LETTER AGREEMENT #2 TO THE EL DORADO HILLS PROFESSIONAL FIREFIGHTERS MEMORANDUM OF UNDERSTANDING

WHEREAS, negotiations with the representatives of the El Dorado Hills Professional Firefighters (EDHPFF), International Association of Firefighters Local 3604, have successfully concluded, related to changes in the EDHPFF Memorandum of Understanding (MOU); and,

WHEREAS, the members of the EDHPFF have approved the proposed Side Letter Agreement # 1 and Side Letter Agreement #2 to the EDHPFF MOU by majority vote on December 15, 2023; and,

WHEREAS, the Board of Directors for the El Dorado County Water District wishes to approve Side Letter Agreement #1 and Side Letter Agreement #2 to the EDHPFF MOU; and,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the El Dorado Hills County Water District, that Side Letter Agreement #1 and Side Letter Agreement #2 to the EDHPFF MOU is hereby approved.

The foregoing resolution was passed and adopted by the Board of Directors of the El Dorado Hills County Water District at a meeting of said Board held on the 19th day of December 2023 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

Jessica Braddock, Board Secretary

John Giraud, President