

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 20th day of March.

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 will assign a Captain to provide special services under contract to the County’s Office of Emergency Services (“OES assignment”);

WHEREAS the OES assignment will result in a limited-term vacancy in the Captain position which the Department will fill with a promotion;

WHEREAS the Captain assigned to the OES assignment may return to his regular Captain 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-Milius-Brown Act;

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

1. The Department’s Board of Directors has approved an additional Captain position in the Department’s budget on March 20, 2025, and the Department:
 - a. Shall fill said position by temporarily appointing one of the Department’s existing Captains on a limited term basis to OES; and
 - b. Shall fill each vacancy resulting from the 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 on a promotional eligibility list.
3. Should the OES contract expire or terminate and the assigned Captain returns from the OES assignment, the Department may choose to eliminate one Captain position from the Department's budget and the Captain that was temporarily assigned to the OES assignment under 1.a. will return to his previously held position as a Captain. The Department will implement layoff "bump-back" procedures for one Captain. Local 3604 acknowledges that the Department has sole discretion over whether to eliminate a Captain position; and that this paragraph is included herein for context only.
4. In the event the Captain that was temporarily assigned to the OES position under paragraph 1.a., as mentioned in paragraph 3, returns to his position as a Captain, the Department will lay off one employee from the position of Captain. 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 Captain returning to his position after the conclusion of his limited term appointment to OES (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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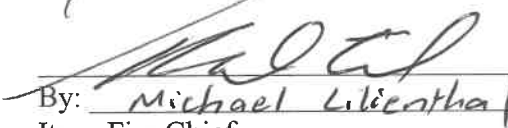
In witness whereof, the parties hereto have caused this MOU to be executed by affixing their signatures below.

DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

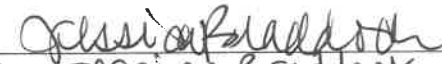
Dated: 03/20/25, 2025.

By: 
Its: President

By: 
Its: Fire Chief

ATTEST:


Dated: March 20, 2025.

By: 
Its: Board Secretary

EDHPFF:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: March 20, 2025.

By: 
Its: President

Effective:
Adopted: March 20, 2025