

**MEMORANDUM
OF
UNDERSTANDING**



**EL DORADO HILLS COUNTY WATER
DISTRICT (FIRE DEPARTMENT) AND EL
DORADO HILLS PROFESSIONAL
FIREFIGHTERS LOCAL 3604**

October 1, 2019 - June 30, 2023

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MEMORANDUM OF UNDERSTANDING

I. GENERAL

- A. 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) 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 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 (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 October 1, 2019 and ending June 30, 2023.
- 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

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 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 by 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 the senior.
- D. In the event two (2) or more person is 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 the 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. Probationary Firefighter/Paramedics will remain at salary step 1 from date of hire until graduation from the Academy. Probationary Firefighter/Paramedics may be eligible to move to salary step 2 after graduation of the Academy and will remain at salary step 2 until completion of the probationary period. After completion of the probationary period, remaining salary step increases may be eligible annually on or after the anniversary date. At the sole 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.
4. An employee shall remain in a salary step for a period of one (1) year before being eligible for a step increase.
5. An employee's salary step increase will be the first day of the first full pay period on or after the anniversary date of the position.
6. A salary step increase is not an automatic payroll adjustment. Eligibility for a salary step increase will be based upon the employee's performance and length of service.

7. Salary Adjustment

- a. Effective the first full pay period after October 1, 2019, a two percent (2%) increase to base salary will be awarded to all ranks represented by the EDHPFF. Reference the below salary schedule:

STEPS		1	2	3	4	5	6	7	8
BATTALION CHIEF	Monthly	10,456	10,928	11,424	11,944	12,489			
CAPTAIN/ PARAMEDIC	Monthly	8,555	8,983	9,431	9,903	10,398			
CAPTAIN	Monthly	8,227	8,638	9,070	9,524	10,000			
ENGINEER/ PARAMEDIC	Monthly	7,534	7,912	8,307	8,723	9,158			
ENGINEER	Monthly	7,172	7,531	7,909	8,303	8,718			
FIREFIGHTER/ PARAMEDIC	Monthly	5,890	6,185	6,494	6,819	7,159	7,518	7,893	8,288

- b. Effective the first full pay period after July 1, 2020, a three percent (3%) increase to base salary will be awarded to all ranks represented by the EDHPFF. The salary schedule will be available at the time of this scheduled salary increase.
- c. Effective the first full pay period after July 1, 2021, a two and one-half percent (2.5%) increase to base salary will be awarded to all ranks represented by the EDHPFF. The salary schedule will be available at the time of this scheduled salary increase.
- d. Effective the first full pay period after October 1, 2021, a one percent (1%) increase to base salary may be awarded to all ranks represented by the EDHPFF if growth in the El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2021-22 exceeds five percent (5%). For the salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2020-21 and the property tax revenue estimate provided by El Dorado County for (FY) 2021-22.
- e. Effective the first full pay period after July 1, 2022, a two and one-half percent (2.5%) increase to base salary will be awarded to all ranks represented by the

EDHPPF. The salary schedule will be available at the time of this scheduled increase.

8. No employee shall be involuntarily reassigned, through promotion, demotion or other action, to a forty (40) hour non-suppression assignment schedule.
9. 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 hourly rate of pay. 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.
10. Constant Fair Labor Standards Act (FLSA) will be paid at a standard rate of three (3) hours per week at the employee's rate of pay, then multiplied by 1.5. Only employees assigned to a fifty-six (56) hour Suppression schedule are eligible for FLSA pay.
11. 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.

12. 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 contract, the Fire Chief shall retain the authority to make individual shift reassignments as necessary for personnel or operational reasons.

C. Shift/Station Bidding

The 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. Seniority Shift Bidding shall be based upon the promotional (in rank) seniority list. The EDHPPF 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 date seniority 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 bid, each employee will 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 bids 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 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 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 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 work station (“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 overtime and shall be paid in accordance with overtime pay as set forth in provision VI.F. below.

E. Uniform Allowance and Class-A Uniform Reimbursement

Each employee shall receive an annual uniform allowance of eight hundred dollars (\$800.00), payable in two (2) equal installments on the first full pay period of July and January. All 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 at one and one-half (1.5) times the employee's base hourly rate of pay for regularly scheduled hours in excess of one hundred eighty-two (182) hours each twenty-four (24) day FLSA cycle as defined below in section VI.F.3.a.. Base hourly rate of pay for shift personnel shall be determined on the basis of two-thousand nine hundred twelve (2912) hours per year. 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 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 end at 11:59 p.m. the following Sunday.

4. FLSA “Rollup” Pay

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 educational degrees and certifications shall receive additional compensation as specified below.

To be compensated for an Associate's, Bachelor's, or Master's Degree, the employee must submit an official copy of their transcripts to the Department. The official transcripts should be mailed directly from the college or university where the degree was attained to the Department addressed c/o Director of Human Resources XXX-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 the Department. A copy of the certificate will be retained in the Department files.

1. Education Incentive

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

- AA/AS: \$250
- BA/BS: \$500
- MA/MS: \$750

2. Certification Incentives

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

- Company Officer*: \$250
- Chief Fire Officer**: \$500

*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 course completion for each course listed below to the Fire Chief:

- 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 and possess a Chief Fire Officer certification.

I. Paramedic Compensation and Reimbursement

1. Battalion Chiefs that are paramedics and that are in good standing with 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 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. FTOs 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 and shall not exceed two-hundred dollars (\$200) per class.
 - e. The Department shall reimburse the fee for the State Paramedic License.
 - f. The Department shall reimburse field training officers 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, Captain, and Battalion Chief positions does not entitle the employee to fill a permanent position when available. Testing to fill a permanent position will be done 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. 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.

L. Longevity Pay

The Department shall provide longevity pay as set forth hereinafter. All personnel shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods and included on each pay period throughout the year.

Upon Completion of Years of Service	Annual Pay
10	\$2,500
15	\$2,750
20	\$3,000
25	\$3,500
30	\$4,000

*Note: Years of Service must be as a paid employee of the Department and continuous, without interruption. Longevity pay increases shall be effective on the first full pay-period following the employee’s anniversary date.

VII. RETIREMENT

A. Classic Safety (Tier 1) Members

Employees hired before 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 21573), 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.

Classic Safety (Tier 1) employees shall contribute nine percent (9%) 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.

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of ten and one half percent

(10.5%) of their CalPERS reportable compensation (excluding 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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding 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 26, 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 21573), 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.

Classic Safety (Tier 2) employees shall contribute nine percent (9%) 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.

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of ten and one-half percent (10.5%) of their CalPERS reportable compensation (excluding 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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding 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 PEPRRA, 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 Forth Level (Section 21573), 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.

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. Effective January 1, 2020, the Department shall contribute a maximum monthly amount of up to one hundred percent (100%) of the third highest cost plan offered in CalPERS Region 1 at the tier the employee elects.
3. Effective January 1, 2021, the Department shall contribute a maximum monthly amount of up to one hundred percent (100%) of the fourth highest cost plan offered in CalPERS Region 1 at the tier the employee elects.
4. Effective January 1, 2022, 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.

B. Cash In-Lieu of Group Medical Insurance

1. Employees that elect to waive coverage under the Department’s medical insurance program beginning the first open enrollment period after adoption of this MOU, shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) equal pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided medical 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. Employees enrolled in individual coverage (including but not limited to) Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive cash in-lieu for other health coverage, even if the coverage provides minimum value.
3. In order to participate in the cash in-lieu of medical insurance waiver, the employee shall provide proof of alternate medical coverage and sign a declination of coverage stating that she or he does have alternative coverage and that she or he understands that she or he will no longer receive coverage for themselves and their family through a Department provided plan. This will be required at every open enrollment period the employee elects to waive medical coverage.
4. Any such amount of cash in lieu of medical coverage added to wages is not compensation for retirement purposes as defined by CalPERS.

C. 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 retire from the Department, are eligible to receive a Department contribution toward their post-retirement health benefits 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 22892 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%

D. Dental/Vision

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 the effective date of this MOU

Employees hired prior to the effective date of this MOU 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.

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 accumulating fund (the Fund) for dental/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/Vision Program recognizes a dependent as up to age 23.) Each participating employee is entitled to draw upon his or her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non-management (employees of the EDHPFF) retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect 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 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 that retires during the term of this Agreement shall only be eligible for the insurance coverage option as of the date of retirement.

Employees that enroll in 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 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/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).
- b. Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental/vision benefit the employee must be enrolled in the Department's healthcare plan.
- 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 and be reimbursed for properly submitted requests as such.

2. Tier 2: Employees hired on or after the effective date of this Agreement

- a. For employees hired on or after the effective date of this Agreement, 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 hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.
- 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 and be reimbursed for properly submitted requests as such.

E. Life Insurance

Department shall provide a minimum of twenty thousand-dollar (\$20,000.00) term life insurance policy in the name of each employee; each employee shall have the right to designate the beneficiary of said policy.

F. 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.

G. 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. 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. All personnel assigned to a forty (40) hour Administrative schedule shall receive the following paid holidays:

1. January 1 - New Year's Day
2. January - Martin Luther King Day (Observed)
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 12 (Observed) - Columbus Day
8. November 11 (Observed) - Armistice Day
9. November (Fourth Thursday) - Thanksgiving
10. November - Friday after Thanksgiving
11. December 24 - Christmas Eve
12. December 25 - Christmas Day

C. All Personnel, 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.

Personnel 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 following 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 a 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) 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 to care for self or family (kin) in the event of illness or injury, as defined in California Labor Code Section 233.
- B. Employees may use sick leave due to the death of a current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death. Shift employee may take up to seventy-two (72) hours of accrued sick leave, and non-shift employees may take up to forty-eight (48) hours of accrued sick leave for any one (1) death.

Department "Protected Leave" includes employees accrued: Sick Leave, Vacation, 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. Illness/Injury During Vacation

An employee who becomes ill or injured while on vacation may have such period of illness or injury charged to the employee's accumulated sick leave rather than vacation, provided that: Immediately upon return to duty, the employee submits to the Fire Chief a written request for sick leave, accompanied by a signed statement from the employee's attending physician indicating the dates of the employee's illness.

3. 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.

4. 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. 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 may 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.

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, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between the Department and CalPERS. An employee may at his or her discretion convert all unused sick leave to CalPERS "Sick Leave 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. BEREAVEMENT LEAVE

1. Shift Personnel

Up to forty-eight (48) hours per person per occurrence shall be granted due to the death of his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death. After bereavement leave has been exhausted, additional accrued leave may be granted at the discretion of the Fire Chief or designee.

2. Non-Shift Personnel

Up to five (5) days per person per occurrence shall be granted due to the death of his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death. After bereavement leave has been exhausted, additional accrued leave may be granted at the discretion of the Fire Chief or designee.

XIII. UNION LEAVE

- A. Both Union President and Vice President or a representative in their absence, 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.

XIV. STATION STAFFING

- A. EDHFD Emergency Equipment (Truck, Engine, Patrol, 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

Patrol:

One (1) Captain
One (1) Engineer
*One must be a qualified Paramedic

Medic:

Two (2) Firefighter/Paramedics or qualified personnel

In the event the Truck is out-of-service because of mechanical issues, the fourth (4th) person assigned to the Truck maybe be used to fill a vacant position to avoid a mandatory overtime.

Full Engine, Truck, Patrol, Medic staffing levels shall be eighteen (18) with the exception noted above.

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, Patrol, Medic, Air Unit, Water Tender, or other specialized Apparatus and/or equipment for a particular incident or based on Operational needs).
- C. This does not include or apply to apparatus staffed wholly or partly by volunteer suppression personnel as required for Department emergency coverage or designated special events (i.e., drawdown of normally staffed units due to a large incident, community events such as parades or celebrations).
- D. 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 a employee of the crew has transported a patient to the hospital).
- E. A qualified actor, or person of higher rank willing and qualified to “work-down” to prevent a mandatory, may be used in lieu of the required rank to satisfy this requirement.
- F. Extra personnel assigned to the shift may be utilized as “floaters” and assigned to augment any emergency apparatus vacated by absent personnel.
- G. 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).
- H. **Station 91 Staffing:**
 - 1. Station 91 shall be staffed with a minimum of:
 - a. One (1) Captain
 - b. One (1) Engineer
 - * One must be a qualified Paramedic

2. Station 91 will staff a Type 1, Type 3, Type 6 or Water Tender with the above minimum staffing at the direction of the Fire Chief.

XV. 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 will have to pass 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.

XVI. 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.

XVII. 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.

XVIII. 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 EDHPFF employees and shall continue in full force and effect until midnight June 30, 2023. 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, 2023, 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, 2023, 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 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: _____, 2019.

By: _____
Its: President

By: _____
Its: Fire Chief

Dated: _____, 2019.

ATTEST:

By: _____
Its: Board Secretary

EDHPFF:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: _____, 2019.

By: _____
Its: President

Effective: October 1, 2019

Adopted: _____

**MEMORANDUM
OF
UNDERSTANDING**



**EL DORADO HILLS COUNTY WATER
DISTRICT (FIRE DEPARTMENT) AND EL
DORADO HILLS PROFESSIONAL
FIREFIGHTERS LOCAL 3604**

April 14, 2016October 1, 2019 - September 30, 2019June 30, 2023

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MEMORANDUM OF UNDERSTANDING

I. GENERAL

- A. El Dorado Hills Professional Firefighters Local 3406 (~~herein referenced to as ""(EDHPPF)"~~) and representatives of the El Dorado Hills County Water District, alternatively referred to as El Dorado Hills Fire Department (~~herein referenced to as "District 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 ~~District 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 EDHPPF 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.
- B. This Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.
- C. This ~~Memorandum of Understanding~~MOU shall be presented by the ~~Firefighters EDHPPF~~ to the employees in the ~~District~~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 ~~April 16, 2016~~ October 1, 2019 upon execution and ~~ratification by the employees~~ and ending ~~September~~ June 30, 2024.
- D. This ~~Memorandum of Understanding~~MOU cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict.

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II. AUTHORIZED AGENTS

- A. For the purpose of administering the terms and provisions of this ~~Memorandum of Understanding~~MOU, the following authorized agents have been designated:

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

El Dorado Hills Professional Firefighters

Local 3604 Union President
1050 Wilson Blvd. 3941 Park Dr. 20-235
El Dorado Hills, CA 95762

III. DISTRICT/DEPARTMENT AND EMPLOYEE RIGHTS

A. District/Department Rights-

~~A. District/Department~~ retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this ~~Memorandum of Understanding/MOU~~, except as expressly limited by a specific provision of this ~~Memorandum of Understanding/MOU~~. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by ~~District/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 ~~District/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.

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B. Employee Rights-

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

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IV. NON-DISCRIMINATION

~~A. — There shall be no discrimination because of race, creed, color, national origin, religion, or sex against any employee by the Firefighters or the District and to the extent prohibited by applicable State and Federal law; there shall be no discrimination against any handicapped person solely because of such handicap.~~

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~~V.~~ IV. AGENCY SHOP/UNION DUES

- A. It is recognized that all employees in the ~~B~~ bargaining ~~U~~ unit may or may not join the ~~El Dorado Hills Professional Firefighters/EDHPPF~~, at the individual's discretion, and that no such employee shall be required to become a member of the "EDHPPF" as a condition of initial or continued employment by the ~~District/Department~~.
- B. ~~It is further recognized that the "EDHPPF", as the only recognized bargaining representative, provides through the representation process for the improvement of~~

~~wages, hours and other terms and conditions of employment for all bargaining unit employees, whether "EDHPFF" members or not. Therefore, all assigned to the bargaining unit shall, as a condition of continued employment, within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire, whichever is later, either be a member of the "EDHPFF" and pay "EDHPFF" dues or pay an agency fee to the "EDHPFF"; or if prohibited by religious or conscientious objections, as described in the provision of 3502.5 of the Government Code, to a charitable organization agreed to by the parties under the provisions of 3502.5 of the Government Code, in an amount equal to ninety five percent (95%) of the uniform "EDHPFF" dues, assessed uniformly against all "EDHPFF" Members. Such dues or fees shall be payroll deducted.~~

~~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.~~

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VI.V. SENIORITY

- A. The ~~District~~Department shall establish a seniority list of regular status employees in the EDHPFF, which shall be updated by the ~~District~~Department by October 1st of each year, and be posted on the ~~Department~~agency Intranet. Unless an objection to the seniority list as posted is made to the "EDHPFF" and the ~~District~~Department by an employee within thirty (30) days from the day such list is posted, the list will be considered accurate and final.
- B. ~~District~~Department seniority shall be based on total unbroken years of service in the ~~District~~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 ~~District~~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 the senior.
- D. In the event ~~two~~one (2) or more person is 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 the more senior.

VII.VI. TERMS AND CONDITIONS OF EMPLOYMENT

A. Salaries-

1. Captain/Paramedic ~~Wage-base salary~~ is formulated at four percent (4%) above a Captain ~~wagebase salary~~. An Engineer/-Paramedic wage is formulated at five percent (5%) above an Engineer ~~wagebase salary~~. ~~A Firefighter/Paramedic II wage is formulated at nine percent (9%) above a Firefighter II wage.~~
2. ~~The salary ranges, based on employee classifications, shall be as follows, and the effective date of pay shall be the date of the first pay period, which includes July 1 of each year, to coincide with pay schedules.~~

~~Effective: September 30, 2014~~

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STEPS	1	2	3	4	5
CAPTAIN/ PARAMEDIC	7,797	8,187	8,596	9,026	9,477
CAPTAIN	7,498	7,873	8,267	8,680	9,114
ENGINEER/ PARAMEDIC	6,867	7,211	7,571	7,950	8,347
ENGINEER	6,537	6,864	7,208	7,568	7,946
FIREFIGHTER-II/ PARAMEDIC	6,215	6,525	6,852	7,194	7,554
FIREFIGHTER-II	5,703	5,988	6,287	6,602	6,932
FIREFIGHTER-I/ PARAMEDIC	5,368	5,637	5,919	N/A	N/A

2. Probationary Firefighter/Paramedics will remain at salary step 1 from date of hire until graduation from the Academy. Probationary Firefighter/Paramedics may be eligible to move to salary step 2 after graduation of the Academy and will remain at salary step 2 until completion of the probationary period. After completion of the probationary period, remaining salary step increases may be eligible annually on or after the anniversary date. At the sole 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.

4. An employee shall remain in a salary step for a period of one (1) year before being eligible for a step increase.

5. An employee's salary step increase will be the first day of the first full pay period on or after the anniversary date of the position.

6. A salary step increase is not an automatic payroll adjustment. Eligibility for a salary step increase will be based upon the employee's performance and length of service.

7. Salary Adjustment:

a. Any salary adjustment shall be contingent upon the availability of funds. Terms: 0.5% increase in base salary for every 1% (or portion thereof) growth in El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2016-17 and (FY) 2018-19 with a maximum of 5% salary increase in (FY) 2016-17 and a maximum of 4% in (FY) 2018-19. (Example: 3% property tax growth equals 1.5% increase in base salary). Future Salary Adjustments will be added to the base salary increments per rank. In the event that Property Tax Revenue return is negative for (FY) 2016-2017 a corresponding reduction in employee base salary will be reduced utilizing the following formula: 0.5% reduction in base salary for every 1% decrease Property Tax revenue from the previous Fiscal Year for a maximum reduction of 4% during the term of the contract. Effective the first full pay period after October 1, 2019, a two percent (2%) increase to base salary will be awarded to all ranks represented by the EDHPFF. Reference the below salary schedule:

<u>STEPS</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>BATTALION CHIEF</u>	<u>10,456</u>	<u>10,928</u>	<u>11,424</u>	<u>11,944</u>	<u>12,489</u>			
<u>CAPTAIN/ PARAMEDIC</u>	<u>8,555</u>	<u>8,983</u>	<u>9,431</u>	<u>9,903</u>	<u>10,398</u>			
<u>CAPTAIN</u>	<u>8,227</u>	<u>8,638</u>	<u>9,070</u>	<u>9,524</u>	<u>10,000</u>			
<u>ENGINEER/ PARAMEDIC</u>	<u>7,534</u>	<u>7,912</u>	<u>8,307</u>	<u>8,723</u>	<u>9,158</u>			
<u>ENGINEER</u>	<u>7,172</u>	<u>7,531</u>	<u>7,909</u>	<u>8,303</u>	<u>8,718</u>			

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FIREFIGHTER/ PARAMEDIC	<u>5,890</u>	<u>6,185</u>	<u>6,494</u>	<u>6,819</u>	<u>7,159</u>	<u>7,518</u>	<u>7,893</u>	<u>8,288</u>
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b. Effective the first full pay period after July 1, 2020, a three percent (3%) increase to base salary will be awarded to all ranks represented by the EDHPFF. The salary schedule will be available at the time of this scheduled salary increase.

c. Effective the first full pay period after July 1, 2021, a two and one-half percent (2.5%) increase to base salary will be awarded to all ranks represented by the EDHPFF. The salary schedule will be available at the time of this scheduled salary increase.

~~a-d.~~ Effective the first full pay period after October 1, 2021, a one percent (1%) increase to base salary may be awarded to all ranks represented by the EDHPFF if growth in the El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2021-22 exceeds five percent (5%). For the salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2020-21 and the property tax revenue estimate provided by El Dorado County for (FY) 2021-22.

e. Effective the first full pay period after July 1, 2022, a two and one-half percent (2.5%) increase to base salary will be awarded to all ranks represented by the EDHPFF. The salary schedule will be available at the time of this scheduled increase.

~~3. Any salary adjustment provided for in this section will be effective the first day of the first pay period after October 1st, 2016 & October 1st, 2018.~~

~~4. For the (FY) 2016-17 salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2015-16 and the budgeted property tax revenue for (FY) 2016-17. For the (FY) 2018-19 salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2017-18 and the budgeted property tax revenue for (FY) 2018-19.~~

~~5.~~ 8. No employee shall be involuntarily reassigned, through promotion, demotion or other action, to a forty (40)-hour non-suppression assignment schedule.

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~~6. 9.~~ Any ~~member~~ employee assigned to a forty (40)-hour schedule (Suppression or Administrative) shall receive a twelve percent 7.5(12%) increase to their ~~current monthly pay rate~~ 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 hourly rate of pay. The employee's ~~pay rate~~ rate of pay shall be calculated by ~~dividing their monthly salary base pay rate by 2,080~~ 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. ~~Members who have been approved to work a light duty assignment are not eligible to receive the 7.5% increase.~~

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~~7. 10.~~ Constant Fair Labor Standards Act (FLSA) will be paid at a standard rate of three (3) hours per week at the employee's pay rate of pay, then multiplied by X 1.5. Only ~~members~~ employees assigned to a fifty-six (56)-hour Suppression schedule are eligible for FLSA pay. ~~Constant FLSA pay shall begin on the first day of the first FLSA period after approval of this contract.~~

~~8. 11.~~ The following is the formula for converting fifty-six (56) hour position leave to forty (40) hour position leave:

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

~~9. 12.~~ The following is the formula for converting forty (40) hour position leave to fifty-six (56) hour position leave:

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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: ~~Employees assigned to a twenty-four (24) hour work schedule in fire suppression shall work a fifty six (56) hour week. The fifty six (56) hour week shall be scheduled 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. ~~Members~~ Employees assigned to an Administrative forty (40) hour schedule are eligible to work a modified schedule, such as ~~Example~~, "Flex 9/80" or "4/10" or other modified schedule at the discretion of the Fire Chief. ~~Administrative assignments are primarily considered "non-suppression" assignments working in support of the administration.~~

~~Employees assigned to a forty hour "suppression" assignment schedule, shall work a schedule that is mutually agreed to by the EDHPFF and 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 ~~in each year~~. The shift assignment rotation schedule for each rotation period shall be posted thirty (30) days after shift assignment notification. Notwithstanding anything contained within this ~~M.O.U. contract~~, the Fire Chief shall retain the authority to make individual shift reassignments as necessary for personnel or operational reasons.

C. Shift/Station Bidding:

The Shift Bid Requests should start biannually on or before September 1st to accommodate the ~~District~~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. Seniority 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 date seniority 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 ~~Chief's d~~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 assignmentmatrix.

1. During the shift bid, each employee will be notified of available stations and shifts including current assignments from previous bids.
2. The Fire Chief or ~~Chief's Designee~~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 bids 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.

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~~3.4. The next tier of the Shift bids shall be based on a four tier bidding process beginning first~~continues with the ranks of Captain ~~and Captain/Paramedic~~ until all open Captain~~s~~ ~~and Captain/Paramedic~~ slots have been filled.

~~4.5. The next tier of the bidding process continues with the ranks of Engineer and~~ ~~Engineer/Paramedic~~ until all open Engineer ~~and Engineer/Paramedic~~ slots have been filled.

~~5.6. The next tier of the bidding process continues with the rank of Firefighter-H/Paramedic until all open Firefighter-H/Paramedic slots have been filled.~~

~~6. The next tier of the bidding process continues with the Firefighter-I/Paramedic until all open Firefighter-I/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 ~~Operations Chief~~Deputy Chief of Operations shall ~~may~~ request voluntary movement from all personnel. If more than one (1) qualified employee volunteers for movement, the ~~Operations Chief~~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 ~~Operations Chief~~Deputy Chief of Operations requested voluntary movement from all personnel and no volunteers come forward, the ~~Operations Chief~~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:

~~1.~~ 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 work station ("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.

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2. Compensation:

~~2.~~ "Call Back" time shall be overtime and shall be paid in accordance with overtime pay provisions.

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E. Uniform and Uniform Allowance and Class-A Uniform Reimbursement:

Each employee shall receive an annual ~~uniform~~allowance of ~~eight hundred dollars EIGHT HUNDED DOLLARS~~ (\$800.00), payable in ~~two (2)~~ equal installments on the first full pay period of July and January. All ~~member~~employees shall receive a uniform allowance regardless of their schedule ~~or~~ assignment.

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The ~~Department~~agency shall ~~also provide a one-time~~ reimbursement to each ~~member 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 ~~member-employee~~ has completed ~~his or her~~their probationary period and the reimbursement request is accompanied by a detailed receipt.

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

F. Overtime

1. Authorization

~~1.~~ The ~~District~~ Fire Chief or ~~his/her~~ 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.

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~~2. Definition. Overtime and hours worked shall be defined as per the Fair Labor Standards Act. The provisions of this paragraph are intended to comply with the rules set forth in the Fair Labor Standards Act (29 U.S.C. 201 et seq.) regarding overtime pay to personnel. At such time as said act may be amended to exempt District personnel from its provisions, then this Memorandum of Understanding shall be amended by action of the Board of Directors to provide that overtime shall be defined as any authorized time worked by shift personnel beyond fifty six (56) hours in one work week and fifty two (52) weeks per year and any authorized time worked by non shift personnel in excess of forty (40) hours in one work week.~~

2. Compensation

~~3.~~ Employees shall receive overtime compensation ~~Overtime shall be~~ compensated 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 at one and one-half (1.5) times the employee's base hourly rate of pay for regularly scheduled hours in excess of one hundred eighty-two (182) hours each twenty-four (24) day FLSA cycle as defined below in section VI.F.3.a.~~ Base hourly rate of pay for shift personnel shall be determined on the basis of ~~two-thousand nine hundred twelve (2912) hours per year~~ ~~five six~~

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~~(56) hours per week and fifty two (52) weeks per year. Basic hourly rate of pay for non-shift employees shall be determined on the basis of forty (40) hours per week and fifty two (52) weeks per year as defined in Section VI.A.10.~~

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~~Overtime worked on a fifty six hour schedule that is covered by an employee assigned to a forty hour schedule (Administrative or Suppression) shall be paid at the fifty six hour rate. 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.~~

~~Overtime worked on a forty hour schedule by employees assigned to a forty hour schedule (Administrative or Suppression) shall be paid at 1.5 times their current hourly rate.~~

3. Work Week / Work Period:

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~~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 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.~~

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

4. FLSA "Rollup" Pay:

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~~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.~~

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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 Pay:

~~1. In addition to the base salaries set forth in Section A hereof, employees with the following educational degrees and certifications shall receive additional compensation as specified, provided a current certificate is presented to the District.~~

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To be compensated for an Associate's, Bachelor's, or Master's Degree, thean employee must submit a diploma and an official copy of their transcripts to the

Department. A copy of the diploma (only) will be retained in the DistrictDepartment files. No copies or other facsimiles of the employees' transcripts will be made by any memberemployee of the Department. Both items will be returned to the employee immediately after the Fire Chief verifies eligibility. The official transcripts should be mailed directly from the college or university where the degree was attained to the Department addressed c/o Fire Chief XXX-Confidential. This will allow the Fire Chief to easily confirm that the degree has been 'conferred' to the applicant. The official transcripts must be from a regionally or nationally accredited school, recognized by the U.S. 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 the Department. A copy of the certificate will be retained in the Department files.

Education Incentive:

All educational degree incentives are non-stackable. Employees shall receive the following monthly educational incentive pay, which ~~The following monthly, fixed-rate educational incentives~~ are subject to the same limitations and requirements outlined above:-

- AA/AS: \$250
- BA/BS: \$500
- MA/MS: \$750

Certification Incentives

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

- Fire Company Officer*: \$250
- Chief Fire Officer**: \$500

*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 course completion for each course listed below to the Fire Chief:

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

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

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I. Paramedic Compensation and Reimbursement:

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- ~~• Battalion Chiefs that are paramedics and that are in good standing with County Accreditation, are eligible for paramedic incentive pay of two-hundred dollars (\$200) per month.~~

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~~• Paramedics must be a paramedic in good standing with the EMS Agency of El Dorado County Accreditation to be eligible for incentive paramedic pay. -~~

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- The ~~District~~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.)

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- ~~• 1. ACLS – Advanced Life Support (Bi-annual certification)~~
- ~~• 2. PALS/PEPP – Pediatric Advanced Life Support (Bi-annual certification.)~~
- ~~• 3. FTOs ONLY - ITLS or BTLS or PHTSL – International or Basic or Pre-Hospital Trauma Life Support.~~
- ~~• 4. Class fees shall be reimbursed upon documentation of successful completion and shall not exceed two-hundred dollars (\$200) per class.~~
- ~~• 5. The DistrictDepartment shall reimburse the fee for the State Paramedic License.~~
- ~~• 6. DistrictDepartment shall reimburse field training officers for internships and field accreditation up to the amount the DistrictDepartment is reimbursed by the Joint Power Authority (JPA).~~

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

~~• A Firefighter I/Paramedic, who has completed a Firefighter II Taskbook, may work out of grade (OOG) as a Firefighter II/Paramedic in the following circumstances:~~

- ~~1. Overtime has been created and not filled via the rank-for-rank system as established in the overtime policy. This includes Firefighter II Strike Team assignments.~~

~~2. Additional Training needs have been approved by the Operations Chief.~~

~~• When a Firefighter I/Paramedic has been assigned as a Firefighter II, in the absence of a regular shift Firefighter II or as identified above, for a period of one hour or more, they shall receive a 5% salary increase for the hours worked as a Firefighter II.~~

~~• When a Firefighter II is involuntarily reassigned, with the exception of overtime taken voluntarily, to a Firefighter I position for a period of one hour or more, they shall receive a 5% salary increase for the hours worked as a Firefighter I.~~

~~1. When a Firefighter/Paramedic has been assigned as an Acting Engineer or Acting Captain position in the absence of a regular shift Engineer or Captain, for a period of one (1) or more hours in a shift or more, he or she they 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 or more, for a period of one hour or more, he or she they shall receive a five percent (5%) salary increase for the hours worked in that position.~~

~~3. When an Engineer has been assigned as Acting Captain in the absence of the regular shift Captain for a period of one (1) or more hours in one a shift, he or she shall receive a five percent (5%) salary increase in salary for the hours worked in that position.~~

~~4. When a Captain has been assigned as Acting Battalion Chief in the absence of the regular shift Battalion Chief for a period of one (1) or more hours in one a shift, he or she shall receive a five percent (5%) salary increase in salary for the hours worked in that position.~~

~~5. Assignment of acting positions shall be at the discretion of the Fire Chief or Deputy Chief.~~

~~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, Captain, or Battalion Chief positions does not entitle the employee to fill a permanent position when available. Testing to fill for thea permanent position will be done 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. paramedic, driver/operator, etc.).

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2. The position being filled by the downgrading employee is to avoid a mandatory fill of that position.
3. Downgrading may occur ~~when-after being~~ authorized by the Fire Chief or ~~his/her~~ designee.
4. Employees who wish to downgrade and work at a lower rank shall have the same authority 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 wage.

L. Longevity Pay:

The ~~District~~Department shall provide an equitable distribution of longevity pay as set forth hereinafter. All personnel shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods and included on each pay period throughout the year.

Upon Completion of Years of Service	Annual Pay
10	\$500
15	\$750
20	\$1,000
25	\$1,500
30	\$2,000

Effective July 1, 2019

Upon Completion of Years of Service	Annual Pay
10	\$2,500
15	\$2,750
20	\$3,000
25	\$3,500
30	\$4,000

*Note: Years of Service must be as a paid employee of the ~~District~~Department -and continuous, without interruption. Longevity pay increases shall be effective on the first full pay-period following the employee's anniversary date.

VIII.VII. RETIREMENT

A. Classic Safety (Tier 1) Members

~~A~~ Employees hired before November 27, 2012 shall be covered by the California Public Employees Retirement System (CalPERS) Three Percent (3%) at Fifty (50) formula for Safety Members (~~3% at 50 Safety Plan~~), with the 1959 Survivor Benefits at the ~~Third-Fourth~~ Level (~~S~~section 21573), with One Year Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The ~~District~~Department shall treat Employer-Paid Member Contributions (~~EPMC~~) as CalPERS reportable compensation.

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~~Effective September 20, 2011 of the contract amendment with CalPERS for cost sharing of additional benefits, employees shall contribute three percent (3%) 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 414(h)(2) and Government Code Section 20516.~~

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~~Effective the first pay period following October 1, 2016, through contract amendment with CalPERS for cost sharing, Classic Safety employees shall contribute an additional three percent (3%) for a total of six percent (6%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following October 1, 2018, through contract amendment with CalPERS for cost sharing, Classic Safety employees shall contribute an additional one and one half percent (1.5%), for a total of seven and one half percent (7.5%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2019, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one half percent (1.5%), for a total of nine percent (9%) 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.~~

~~Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety Tier 1 employees shall contribute an additional one and one-half percent (1.5%), for a total of ten and one half percent (10.5%) of their CalPERS reportable compensation (excluding 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.~~

~~Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety Tier 1 employees shall contribute an additional one and one-half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding 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,

~~**B.** Employees hired after November 26, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), active members of CalPERS or other public retirement system prior to January 1, 2013, shall be covered by the CalPERS Three Percent (3%) at Fifty-Five (55) formula for Safety Members, with the 1959 Survivor Benefits at the ~~Third-Fourth~~ Level (section 21573), with Three Years Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The ~~District~~Department shall treat ~~Employer Paid Member Contributions~~EPMC as CalPERS reportable compensation.~~

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~~Effective on the date of the contract amendment with CalPERS for cost sharing of additional benefits, employees shall contribute three percent (3%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following October 1, 2016, through contract amendment with CalPERS for cost sharing, Classic (Tier 2) Safety employees shall contribute an additional three percent (3%) for a total of six percent (6%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following October 1, 2018, through contract amendment with CalPERS for cost sharing, Classic (Tier 2) Safety employees shall contribute an additional one and one-half percent (1.5%), for a total of seven and one-half percent (7.5%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2019, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) Safety employees shall contribute an additional one and one-half percent (1.5%), for a total of nine percent (9%) 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.~~

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety Tier 2 employees shall contribute an additional one and one-half percent (1.5%), for a total of ten and one-half percent (10.5%) of their CalPERS reportable compensation (excluding 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.

Effective the first full pay period following July 1, 2021, through contract amendment* with CalPERS for cost sharing, Classic Safety Tier 2 employees shall contribute an additional one and one-half percent (1.5%), for a total of twelve percent (12%) of their

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CalPERS reportable compensation (excluding 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)

~~C. Employees hired after December 31, 2012, who are "new members" as defined by PEPR~~A. (employees who became a member of a public retirement system for the first time on or after January 1, 2013 as per PEPR) shall be covered by the CalPERS Two and Seven Tenths Percent (2.7%) at 57 formula for Safety Members ~~(2.7%) at 57 Safety Plan~~, with the 1959 Survivor Benefits at the ~~Fourth~~Third Level (section 21573), 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 ~~(currently 11.5%)~~. This contribution may fluctuate with fluctuations in the normal cost rate.

IX.VIII. HEALTH AND WELFARE BENEFITS

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A. Health Insurance-

~~1. District~~Department shall continue its participation in the ~~Public Employees Retirement System (CalPERS)~~ Health Program. Under this program, employees have a choice of all available HMO plans if offered in the area in which they live. If no HMO plan is offered, the employee will be allowed to choose to either use the District's address for HMO availability or subscribe to PERS Choice. District shall pay one hundred percent (100%) of the premiums for employee and dependent coverage as offered by the program. If an employee chooses, he/she may pay the difference between the HMO plan offered (or PERS Choice, where applicable) and the plan of their choice. Employees covered by this MOU shall be eligible for group health insurance the first day of the month following the date of hire.

~~2.~~ Effective January 1, 2020, the Department shall contribute a maximum monthly amount of up to one hundred percent (100%) of the third highest cost plan offered in CalPERS Region 1 at the tier the employee elects.

~~3.~~ Effective January 1, 2021, the Department shall contribute a maximum monthly amount of up to one hundred percent (100%) of the fourth highest cost plan offered in CalPERS Region 1 at the tier the employee elects.

~~4.~~ Effective January 1, 2022, 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.

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B. Cash In-Lieu of Group Medical Insurance

~~1. Employees that elect to waive coverage under the Department's medical insurance program beginning the first open enrollment period after adoption of this MOU, shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) equal pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided medical insurance benefits.~~

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~~Such benefits 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 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.~~

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~~2. Employees enrolled in individual coverage (including but not limited to) Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive cash in-lieu for other health coverage, even if the coverage provides minimum value.~~

3. In order to participate in the cash in-lieu of medical insurance, the employee* shall provide proof of alternate coverage and sign a declination of coverage stating that she or he does have alternative coverage and that she or he understands that she or he will no longer receive coverage for themselves and their family through a Department provided plan. This will be required at every open enrollment period the employee elects to waive medical coverage.

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4. Any such amount of medical reimbursement added to wages is not compensation for retirement purposes as defined by CalPERS.

B.C. Retiree Health:

1. Employees hired prior to March 1, 2012, who qualify for post-retirement hHealth bBenefits, 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 DistrictDepartment remains in the CalPERS program.
2. Employees hired after February 29, 2012, who retire from the El Dorado Hills County Water DistrictDepartment (Fire Department), are eligible to receive a DistrictDepartment contribution toward their post-retirement health benefits if they: a) have a minimum of five (5) years of CalPERS-credited service with the El Dorado Hills County Water DistrictDepartment (Fire 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 El Dorado Hills County Water DistrictDepartment (Fire 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 DistrictDepartment contribution towards their post-retirement health benefits as defined in California Government Code Section 22892 as follows:

Total Credited Years of Service	Percent (%) of <u>DistrictDepartment</u> 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.D. Dental/Vision-

~~The Department allots an accumulating fund (the Fund) for dental/vision care for each full-time and part-time (working a minimum of 32 hours per week) regular and probationary employee and his/her dependents as follows: One hundred twenty dollars (\$120.00) per month for an employee with no dependents, one hundred fifty dollars (\$150.00) per month for an employee with one dependent, and two hundred dollars (\$200.00) per month 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 Vision Program recognizes a dependent as up to age 23.) Each employee is entitled to draw upon his/her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non-management (members of the EDHPPF) retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.~~

~~Retirees shall accrue one hundred dollars (\$100) per month with no dependents, and one hundred fifty dollars (\$150) per month with one qualified spouse. A qualified spouse is a husband or wife who was legally married to the member at least one year before the member retired. Additional dependents beyond spouse are not benefited in retirement.~~

- ~~• Employees hired prior to October 1, 2013 who qualify for post-retirement benefits will be provided dental/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).~~
- ~~• Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement~~

~~dental/vision benefits if they have a minimum of ten years of CalPERS credited service with the El Dorado Hills Fire Department~~

- ~~• In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan~~
- ~~• If two employees are in the same family (husband-wife, parent-child, etc.) only one can receive the "family rate" the other member would receive the single rate, and be reimbursed for properly submitted requests as such.~~

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 the effective date of this MOU

Employees hired prior to the effective date of this MOU 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.

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 accumulating fund (the Fund) for dental/vision care for participating employees and their dependents:

\$ 71.54 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/Vision Program recognizes a dependent as up to age 23.) Each participating employee is entitled to draw upon his or her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non-management (employees of the EDHPPF) retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect 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 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 that retires during the term of this Agreement shall only be eligible for the insurance coverage option as of the date of retirement.

Employees that enroll in 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 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.

1. Employees hired prior to October 1, 2013 who qualify for post-retirement benefits will be provided dental/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).
2. Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
3. In order to receive the dental/vision benefit the employee must be enrolled in the Department's healthcare plan.
4. 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 and be reimbursed for properly submitted requests as such.

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Tier 2: Employees hired on or after the effective date of this MOU

- a. For employees hired on or after the effective date of this Agreement, 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 hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.
- 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 and be reimbursed for properly submitted requests as such.

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E. Life Insurance-

~~D. District~~Department shall ~~provide-maintain~~ a ~~minimum of TWENTY THOUSAND DOLLAR~~twenty thousand-dollar (\$20,000.00) term life insurance policy in the name of each employee; each employee shall have the right to designate the beneficiary of said policy.

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F. Disability Insurance-

~~District~~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.

G. Flexible Spending Accounts

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

~~E.~~

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X.IX. HOLIDAYS

~~A.~~ — The ~~District~~Department shall provide an equitable distribution of 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 dividinged by twenty-six (26) pay periods and this amount will be included on each pay period throughout the year. These payments shall constitute the sole and exclusive mechanism of awarding to shift personnel any additional compensation for shift duty worked during holiday periods.

~~A.~~

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B. All personnel assigned to a forty ~~(40)~~-hour Administrative schedule shall receive the following paid holidays:

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- 1. January 1 - New Year's Day
- 2. January - Martin Luther King Day (Observed)
- 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 12 (Observed) - Columbus Day
- 8. November 11 (Observed) - ~~Armistice~~ Veterans Day
- 9. November (Fourth Thursday) - Thanksgiving
- 10. _____ November - Friday after Thanksgiving
- 11. _____ December 24 - Christmas Eve
- 12. _____ December 25 - Christmas Day

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C. All Personnel, assigned to a forty ~~(40)~~-hour Administrative ~~s~~Schedule, who are required to work on a holiday, shall be entitled to compensation at two (2) times his or

After base rate of pay, calculated in accordance with Article VII, Section F (3), of this M.O.U. the law.

Personnel 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 X hours worked per day based on work schedule, multiplied by X 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.

XLX. VACATION

A. Benefits-

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

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A. Employees shall receive the following vacation benefits according to their years of employment length of service with the District/Department as follows:

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1. Up to five (5) years employment: thirteen (13) working days per year for non-shift and one hundred forty four (144) hours per year for shift employees.
2. More than five (5) years and up to and including ten (10) years employment: seventeen (17) working days per year for non shift and one hundred ninety two (192) hours per year for shift employees.
3. More than ten (10) years and up to and including fifteen (15) years employment: twenty two (22) working days per year for non shift and two hundred forty (240) hours per year for shift employees.
4. More than fifteen (15) and up to and including twenty (20) years employment: twenty four (24) working days per year for non shift and two hundred sixty four (264) hours per year for shift employees.
5. Twenty (20) years or more employment: twenty six (26) working days per year for non shift and two hundred eighty eight (288) hours per year for shift employees.

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

~~Effective October 1, 2017 Vacation accrual will be:~~

~~Up to five (5) years employment: thirteen (13) working days per year for non-shift and one hundred forty four (144) hours per year for shift employees.~~

~~More than five (5) years and up to and including ten (10) years employment: nineteen (19) working days per year for non-shift and two hundred sixteen (216) hours per year for shift employees.~~

~~More than ten (10) and up to and including fifteen (15) years employment: twenty-four (24) working days per year for non-shift and two hundred sixty four (264) hours per year for shift employees.~~

~~More than sixteen (16) and up to and including twenty (20) years employment: twenty-six (26) working days per year for non-shift and two hundred eighty eight (288) hours per year for shift employees.~~

~~Twenty (20) years or more employment: twenty-eight (28) working days per year for non-shift and three hundred twelve (312) hours per year for shift employees.~~

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.

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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 ~~monthly-bi-weekly~~ basis on the last day of

~~each pay period with a maximum accumulation for non shift employees of thirty five (35) working days and for shift employees of three hundred eighty four (384) hours.~~

~~2. Vacation time may be exercised at any time throughout the year after reasonable notice has been given by the employee, provided that only three (3) shift employees per shift will be allowed off at any given time, with the following exceptions:~~

~~a. The required two weeks of active duty and one weekend per month of required inactive duty for military leave is exempt from two shift employees per shift restriction.~~

~~b. Other exceptions as authorized by the Chief.~~

~~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 a 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) 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 District/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 eEmployee may elect to receive cash in lieu of accrued vacation leave at sell his/her vacation time back to the District for one hundred percent (100%) of the employee's his baseie hourly rate, subject to the following restrictions: . Such paybaek period shall be quarterly (July, October, January, April) and request for the District to purchase such vacation time must be submitted, in writing, at least two weeks prior to the first of the quarter.~~

~~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.~~

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~~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.~~

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~~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.~~

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~~XI.XI. SICK LEAVE~~

~~A. The provisions of this section are intended to provide guidance with respect to the usage of sick leave. The provisions of this section are intended to comply with state and federal law related to sick leave usage, including, without limitation, the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability laws. Although the provisions of this section are intended to comply with state and federal laws related to sick leave usage, any provision in this section found to be more lenient shall prevail.~~

~~B.A. Sick Leave is defined as leave taken to care for self or family (kin) in the event of illness or injury, as defined in California Labor Code Section 233.~~

~~C.B. Employees ~~can~~ may use sick leave due to the death of a parent, spouse, child, stepchild, grandparent, grandchild, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, domestic partner, child of domestic partner, or any relative who resides with the employee at the time of death. Shift employees ~~can~~ may take up to seventy-two (72) hours of accrued sick leave, and non-shift employees ~~can~~ may take up to forty-eight (48) hours of accrued sick leave for any one (1) death.~~

~~D. Any employee exercising his/her leave rights shall be able to exhaust all available means of leave afforded to him/her, (i.e. sick leave, vacation time, shift trades, etc.) prior to initiating FMLA if he/she so chooses. Department "Protected Leave" includes employees accrued Sick Leave, Vacation, 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.~~

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1. Sick Leave Accrual-

~~1.~~ Sick Leave shall ~~be accrued on a prorated monthly basis 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 per year multiplied by eight (8) hours).~~
- b. Shift personnel ~~— One hundred ninety-two (192) hours per year.~~
- ~~c. Sick leave shall start accruing on the first day of the month following one month of continuous service.~~
- ~~d.~~ Maximum accumulation of sick leave shall be unlimited.

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2. Illness/Injury During Vacation-

~~2.~~ An employee who becomes ill or injured while on vacation may have such period of illness ~~or~~ injury charged to the employee's accumulated sick leave rather than vacation, provided that: Immediately upon return to duty, the employee submits to the Fire Chief a written request for sick leave, accompanied by a signed statement from the employee's attending physician indicating the dates of the employee's illness.

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3. Procedure to Receive Sick Leave-

~~3.~~ 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 ~~day's/shift's~~ 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.

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4. Maintenance of Benefits While on Leave-

a. The ~~District~~Department will maintain all benefits of any employee who is absent from work up until that employee has exhausted all means of available leave. All means of available leave is defined as: ~~employee's~~ accrued sick leave, ~~employee's~~ accrued vacation time, ~~employee's~~ shift trades, any donated sick leave by other employees of the ~~District~~Department from the Catastrophic Leave Bank, and leave described in state and federal laws.

~~a.~~
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 may be subject to discipline.

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~~5. Return to Work Physicals-~~

~~Prior to the resumption of work duties after having 60 days or more of sick leave usage or industrial disability leave due to injury or illness, an employee may be required to undergo a physical examination by the District~~Department's physician and/or a physical ability test, or submit a certificate of employability where it is in the ~~District~~Department's best interest.

6.5. Payment of Unused Sick Leave-

a.—The payment of unused sick leave is authorized by the ~~District~~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.

Number of Sick Leave Days Accumulated		Percentage of D ays for W hich Compensation is G iven
Shift Employees	Non-Shift Employees	
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%

b.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.

e.b. Upon an employee's retirement, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between ~~El Dorado Hills County Water District~~ the Department and ~~the Public Employees Retirement System~~ CalPERS. An employee may at his or her discretion convert all unused sick leave to CalPERS "Sick Leave Credit" and forgo compensation outlined in the table above.

7. Donation of Sick Leave Hours-

~~7. — District~~Department shall allow employees to donate sick leave hours to the Catastrophic Leave Bank as outlined in the Catastrophic Leave Bank policy, directly to another employee on an as needed basis. Hours shall be donated in 12-hour increments. Hours shall be adjusted according to the existing conversion formula found in Section VII of the MOU. The donating employee shall not donate sick leave hours if it would result in his/her sick leave accumulation dropping below 240 hours (with the exception of the allowable 96 hours per calendar year as outlined in CA State Labor Code). Prior to any transfer of hours, a District form

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~~shall be signed by each employee and approved by the Chief, stating that no compensation shall be received as a result of the donated hours.~~

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XIII.XII. BEREAVEMENT LEAVE

A. Shift Personnel-

~~1. Up to forty-eight (48) hours per person per occurrence shall be allowed for absence from duty granted due to the death of his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death.~~
~~parent, spouse, child, grandparent, grandchild, brother, sister, mother in-law, father in law, or the death of any child or close relative who resides with the employee at the time of death.~~ After bereavement leave has been exhausted, which any additional accrued leave would be considered under "XII. Sick Leave," may be granted at the sole discretion of the Fire Chief or designee.

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B. Non-Shift Personnel-

~~2. Up to five (5) days per person per occurrence shall be allowed for absence from duty granted due to the death of his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death.~~
~~parent, spouse, child, grandparent, grandchild, brother, sister, mother in-law, father in law, or the death of any child or close relative who resides with the employee at the time of death.~~ After bereavement leave has been exhausted, additional accrued leave may be granted at the sole discretion of the Fire Chief or designee, which any leave would be considered under "XII. Sick Leave."

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1.

XIV.XIII. UNION LEAVE

A. Both Union President and Vice President or a representative in their absence, will be given leave from duty to perform ~~District~~Department/Union related business. Such leave will only be granted if it does not disrupt the ~~district~~Departments operations. Total leave shall not exceed five hundred (500) hours per year.

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XV.XIV. STATION STAFFING

A. ~~Effective October 1, 2015:~~ EDHFD Emergency Equipment (Truck, Engine, Patrol, Medic) shall be staffed with a minimum of:

~~— Battalion:~~

~~One (1) Battalion Chief~~

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Engine:

One (1) ~~Union~~ Captain/Officer

One (1) ~~Union~~ Engineer/Driver Operator

One (1) ~~Union~~ Firefighter II or qualified Firefighter I/Paramedic

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Truck:

- One (1) ~~Union-Captain/Officer~~
- One (1) ~~Union-Engineer/Driver-Operator~~
- Two (2) ~~Union-Firefighter-II or qualified Firefighter-I/Paramedic~~

Patrol:

- One (1) ~~Union-Captain/Officer~~
- One (1) ~~Union-Engineer/Driver-Operator~~
- *One must be a qualified Paramedic

Medic:

- Two (2) ~~Union-Firefighter-I/Paramedic~~ or ~~q~~Qualified ~~Union~~-personnel

In the event the Truck is out-of-service because of mechanical issues, the fourth (4th) person assigned to the Truck maybe be used to fill a vacant position to avoid a mandatory overtime.

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Full Engine, Truck, Patrol, Medic staffing levels shall be ~~seventeen-eighteen~~ (187) with the exception noted above.

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

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- B. This does not preclude the cross-staffing of apparatus that are not separately staffed (i.e. cross-staffing a different type Engine, Patrol, Medic, Air Unit, Water Tender, or other specialized Apparatus and/or equipment for a particular incident or based on Operational needs).
- C. This does not include or apply to apparatus staffed wholly or partly by volunteer suppression personnel as required for ~~distriet~~Department emergency coverage or designated special events (i.e. drawdown of normally staffed units due to a large incident, community events such as parades or celebrations).
- D. These provisions will not apply to periodic, temporary reductions in apparatus staffing due to transient operational needs of the ~~distriet~~Department (i.e. an ~~EDHFD~~ Department engine or truck will remain in service with less than the defined minimum level of staffing while a ~~member~~employee of the crew has transported a patient to the hospital).
- ~~E. Temporary deviations from normal staffing levels can be filled with qualified volunteer personnel for emergency situations (i.e. absence due to family or emergency or illness). Every effort will be made to recall career personnel, including personnel 'working-down' and mandatory assignments, to fulfill contracted staffing levels.~~

~~F.E.~~ A qualified actor, or person of higher rank willing and qualified to “work-down” to prevent a mandatory, may be used in lieu of the required rank to satisfy this requirement.

~~G.F.~~ Extra personnel assigned to the shift may be utilized as “floaters” and assigned to augment any emergency apparatus vacated by absent personnel.

~~H.G.~~ 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 (1314)~~.

~~I.H.~~ **Station 91 Staffing:**

~~1. Effective July 1, 2016 personnel assigned to Station 91 will transition from a modified forty hour Suppression schedule to a fifty six hour Suppression schedule.~~

~~2. It is understood that the goal of the Board of Directors is to move to permanent 3/0 at Station 91 with qualified EHDPPF personnel as soon as financially reasonable.~~

1. Station 91 shall be staffed with a minimum of:

a. One (1) Captain

b. One (1) Engineer

* One must be a qualified Paramedic

2. Station 91 will staff a Type 1, Type 3, Type 6 or Water Tender with the above minimum staffing at the direction of the Fire Chief.

~~J.I. Both parties agree to meet and confer, within to discuss and review staffing recommendations provided to the department as part of the CityGate Associates, Standards of Cover (SOC) and Community Risk Assessment (CRA) documents. This meet and confer shall occur within ninety days of the Board receiving and approving the final SOC and CRA documents from CityGate.~~

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~~XVI.XV.~~ **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 ~~District~~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 ~~District~~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 will have to pass physical examination and ~~D~~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 re-~~employed~~hired through the~~se~~is means shall retain all seniority accrued while working and layoff shall not be considered a break in employment.

~~XVII~~.XVI. DISTRICT~~DEPARTMENT~~ ADOPTION OF RULES AND REGULATIONS

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

~~XVII~~.XVII. FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This ~~Memorandum of Understanding~~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 ~~Memorandum of Understanding~~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 their

parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the ~~Distriet~~Department's Board of Directors and the Firefighters-EDHPPF membership.

- D. The waiver of any breach, term, or condition of the ~~Memorandum of Understanding~~MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

~~XIX~~XVIII. TERM

- A. This ~~Memorandum of Understanding~~MOU represents the entire Agreement between the ~~Distriet~~Department and the ~~Firefighters~~EDHPPF, 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 ~~Distriet~~EDHPPF's employees and shall continue in full force and effect until midnight ~~September 30, 2019~~June 30, 2023. Furthermore, this ~~Memorandum of Understanding~~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 ~~September 1, 2019~~June 1, 2023, of its intent to not have this ~~Memorandum of Understanding~~MOU renewed; and provided that either party shall be able to terminate such renewed ~~Memorandum of Understanding~~MOU by giving written notice to the other party, any time after ~~September 1, 2019~~June 1, 2023, of its intent to terminate this ~~Memorandum of Understanding~~MOU and any rights and obligations thereunder, which notice shall be effective thirty (30) days thereafter.
- B. In the event that the ~~Distriet~~Department is included within an incorporated city during the term of this agreement, the provisions of this agreement shall remain binding upon the successor ~~c~~City and the term of this agreement shall be extended until a new agreement between ~~EDHPPF~~the Association and the ~~c~~City has been agreed upon.

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

DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

Dated: _____, 2019~~6~~.

By: _____
Its: President

By: _____
Its: Fire Chief

Dated: _____, 2019~~6~~.

ATTEST:

By: _____
Its: District Board Secretary

FIREFIGHTERS:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: _____, 2019~~6~~.

By: _____
Its: President

Effective: October 1, 2019
Adopted: _____

EL DORADO HILLS COUNTY WATER
DISTRICT (FIRE DEPARTMENT)

Administrative Support
(Unrepresented/Non-safety)

Wages and Benefits
Agreement

October 1, 2019 - June 30, 2023

Note: This is not a complete list of wages and benefits. For a complete and thorough explanation of wages, benefits and more, please view the Employee Handbook located on the Intranet>Governing Documents

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AGREEMENT

I. GENERAL

- A. This is an Agreement between the El Dorado Hills County Water District, also referred to as El Dorado Hills Fire Department (Department) and the Unrepresented Non-Safety Administrative Support employees, which includes the positions of Accounting Specialist, Administrative Assistant I, Administrative Assistant II, Community Risk Reduction Technician, Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, and Operations Support Specialist.
- B. This Agreement shall be for salary and employee benefit adjustments for the period commencing October 1, 2019 and ending June 30, 2023.
- C. This Agreement cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict.

II. SALARIES

- A. Effective the first full pay period after October 1, 2019, a two percent (2%) increase to base salary will be awarded to each position covered by this Agreement. Reference the below salary schedule:

CLASSIFICATION		STEPS				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING SPECIALIST	HOURLY	\$29.32	\$30.78	\$32.31	\$33.94	\$35.63
	MONTHLY	\$5,082	\$5,336	\$5,600	\$5,883	\$6,176
ADMIN ASST. I	HOURLY	\$23.34	\$24.51	\$25.73	\$27.02	\$28.37
	MONTHLY	\$4,046	\$4,249	\$4,459	\$4,684	\$4,918
ADMIN ASST.II	HOURLY	\$27.92	\$29.32	\$30.77	\$32.32	\$33.93
	MONTHLY	\$4,840	\$5,082	\$5,334	\$5,603	\$5,882
COMMUNITY RISK TECHNICIAN	HOURLY	\$23.34	\$24.51	\$25.73	\$27.02	\$28.37
	MONTHLY	\$4,046	\$4,249	\$4,459	\$4,684	\$4,918
FIRE PREVENTION INSPECTOR I	HOURLY	\$31.19	\$32.75	\$34.38	\$36.11	\$37.91
	MONTHLY	\$5,406	\$5,677	\$5,960	\$6,259	\$6,571
FIRE PREVENTION INSPECTOR II	HOURLY	\$36.70	\$38.54	\$40.46	\$42.49	\$44.62
	MONTHLY	\$6,362	\$6,680	\$7,014	\$7,365	\$7,734
FIRE PREVENTION SPECIALIST	HOURLY	\$42.39	\$44.51	\$46.74	\$49.07	\$51.52
	MONTHLY	\$7,348	\$7,714	\$8,101	\$8,505	\$8,930
OPS. SUPPORT SPECIALIST	HOURLY	\$21.08	\$22.13	\$23.24	\$24.40	\$25.61
	MONTHLY	\$3,653	\$3,837	\$4,028	\$4,229	\$4,440

*Salary data is based on an 80-hour biweekly pay period

- B. Effective the first full pay period after July 1, 2020, a three percent (3%) increase to base salary will be awarded to each classification covered by this Agreement. The salary schedule will be available at the time of this scheduled salary increase.
- C. Effective the first full pay period after July 1, 2021, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this Agreement. The salary schedule will be available at the time of this scheduled salary increase.
- D. Effective the first full pay period after October 1, 2021, a one percent (1%) increase to base salary may be awarded to each classification covered by this Agreement if growth in the El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2021-22 exceeds five percent (5%). For the salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2020-21 and the property tax revenue estimate provided by El Dorado County for (FY) 2021-22.
- E. Effective the first full pay period after July 1, 2022, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this contract. The salary schedule will be available at the time of this scheduled increase.
- F. An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.
- G. An employee's step increase will be the first day of the first full pay period on or after the anniversary date of the position.
- H. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.

III. 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.

IV. UNIFORM ALLOWANCE

Positions eligible for a Uniform Allowance: Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, and Operations Support Specialist.

Each employee shall receive an annual clothing allowance of eight hundred dollars (\$800.00), payable in two (2) equal installments on the first full pay period of July and January. All eligible members shall receive a uniform allowance regardless of their schedule or assignment.

V. EDUCATION INCENTIVES

In addition to the base salaries, employees with the following educational degrees or certificates shall receive additional compensation as specified, provided a current certificate is presented to the Department. To be compensated for an Associate’s, Bachelor’s, or Master’s Degree, an employee must submit an official copy of their transcripts to the department. The official transcripts should 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.)

All education degree incentives are non-stackable with the exception of the EMT incentive.

Classification	AA/AS	BA/BS	MA/MS	EMT
Administrative Support Personnel, Fire Inspector, Management Non-Safety Personnel	\$250 monthly	\$500 monthly	\$750 monthly	\$100 monthly

VI. LONGEVITY PAY

The Department shall provide longevity pay as set forth hereinafter. All personnel shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods and included on each pay period throughout the year.

Upon Completion of Years of Service	Annual Pay
10	\$2,500
15	\$2,750
20	\$3,000
25	\$3,500
30	\$4,000

*Note: Years of Service must be as a paid employee of the Department and continuous, without interruption. Longevity pay increases shall be effective on the first pay-period following the employee’s anniversary date.

VII. HEALTH AND WELFARE BENEFITS

A. Health Insurance

1. Department shall continue its participation in the California Public Employees Retirement System (CalPERS) Health Program. Employees covered by this contract shall be eligible for group health insurance the first day of the month following the date of hire.
2. Effective January 1, 2020, the Department shall contribute a maximum monthly amount of up to two thousand nine hundred thirty-two dollars and twenty cents (\$2,932.20).
3. Effective January 1, 2021, the Department shall contribute a maximum monthly amount of up to two thousand eight hundred fifty dollars (\$2850.00).

B. Cash In-Lieu of Group Medical Insurance

1. Employees that elect to waive coverage under the Department's medical insurance program beginning the first open enrollment period after adoption of this contract, shall be compensated five-hundred dollars (\$500) per month payable 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 medical insurance benefits.

Such benefits 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 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. Employees enrolled in individual coverage (including but not limited to) Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive cash in-lieu for other health coverage, even if the coverage provides minimum value.
3. In order to participate in the cash in-lieu of medical insurance, the employee shall provide proof of alternate coverage and sign a declination of health coverage stating that she or he does have alternative coverage and that she or he understands that she or he will no longer receive coverage for themselves and their family through a Department provided plan. This will be required at every open enrollment period the employee elects to waive medical coverage.
4. Any such amount of medical reimbursement added to wages is not compensation for retirement purposes as defined by the CalPERS.

C. 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 retire from the Department, are eligible to receive a Department contribution toward their post-retirement health benefits 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 Government Code Section 22892 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%

D. Dental/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 the effective date of this Agreement

Employees hired prior to the effective date of this Agreement 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.

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 accumulating fund (the Fund) for dental/vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents;
- \$ 80.77 for an employee with one (1) dependent;
- \$ 103.85 for an employee with two (2) 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/Vision Program recognizes a dependent as up to age 23.) Each participating employee is entitled to draw upon his or her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non-management retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect 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 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 and any employee who retires during the term of this Agreement shall only be eligible for the insurance coverage option as of the date of retirement.

Employees who enroll in 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/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).
- b. Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.
- 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 and be reimbursed for properly submitted requests as such.

2. Tier 2: Employees hired on or after the effective date of this Agreement

- a. For employees hired on or after the effective date of this Agreement, 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 hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.
- 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 and be reimbursed for properly submitted requests as such.

E. Life Insurance

Each full-time employee and part-time employee working a minimum of thirty-two (32) hours per week will be granted a minimum of twenty thousand dollars (\$20,000.00) term life insurance policy.

F. Short-Term Disability Insurance

Available to administrative support personnel only. Employees contribute through payroll tax to California's state disability insurance program.

VIII. RETIREMENT

The Department provides retirement benefits under the CalPERS for eligible employees.

Miscellaneous Non-Safety Employees:

- Hired before November 27, 2012 (Classic Miscellaneous (Tier 1)): CalPERS retirement formula of 3% @ 60. (One Year Final Compensation)
- Hired after November 26, 2012, who are active CalPERS members prior to January 1, 2013 (Classic Miscellaneous (Tier 2)): CalPERS retirement formula of 2% @ 55. (Three Years Final Compensation)
- Hired after December 31, 2012, who are new to CalPERS (Tier 3): 2% @ 62 (PEPRA): Employees shall contribute one-half (1/2) of the normal cost rate. (Three Years Final Compensation).

Classic Miscellaneous (Tier 1) Members

Effective the first pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 1) employees shall contribute an additional one and one-half percent (1.5%) for a total of six and one-half percent (6.5%) of

their CalPERS reportable compensation (exclusive of Employer Paid Member Contributions (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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding 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.

Classic Miscellaneous (Tier 2) Members

Effective the first pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 2) employees shall contribute an additional one and one-half percent (1.5%) for a total of six and one-half percent (6.5%) 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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding 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.

New Members (Tier 3)

Employees who are "new members" as defined by PEPR, shall be covered by the CalPERS Three Percent (3%) at 62 formula for Miscellaneous. 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.

IX. 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.

X. HOLIDAYS

All full-time non-shift personnel shall receive the following paid holidays:

1. January 1 - New Year's Day
2. January - Martin Luther King Day (Observed)

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 12 (Observed) - Columbus Day
8. November 11 (Observed) - Veterans Day
9. November (Fourth Thursday) - Thanksgiving
10. November - Friday after Thanksgiving
11. December 24 - Christmas Eve
12. December 25 - Christmas Day

In addition to the regularly recognized holidays, the Administrative Office will be closed from Christmas Eve through New Year's Day. Employees that elect to take time off during this scheduled office closure must use their accrued vacation or discretionary personal time off (DPT), as referenced below in Section XIII, accruals for any day not recognized as a Department Holiday. Employees may elect to work on the days not recognized as a Department Holiday, in lieu of using accrued vacation or DPT.

XI. VACATION

The following vacation accrual schedule applies to all Department Administrative Support Personnel.

Years of Service Completed	Hours/Year
0	120 hours
5	152 hours
10	192 hours
15	208 hours
20	224 hours

- A. Part-time employees will accrue vacation on a pro-rated basis.
- B. Temporary employees do not accrue paid vacation.
- C. Vacation shall start accruing on the first full pay period following date of hire.
- D. Employees become eligible to take accrued vacation after six (6) months of active service as work schedules permit.
- E. Increases in vacation accrual rates are effective the first pay period following the employee's anniversary date.
- F. Accrued vacation shall not exceed two hundred-eighty (280) hours at any given time. Time accrued in excess of these limits will be paid out at one hundred percent (100%) of an employee's base hourly rate on the paycheck for the first full pay period in December.

XII. SICK LEAVE

- A. Sick leave shall accrue at a rate of one hundred thirty-six (136) hours per year for all Department Administrative Support personnel.

- B. Part-time employees will accrue sick leave on a pro-rated basis.
- C. Temporary employees do not accrue sick leave.
- D. Sick leave shall start accruing on the first full pay period following date of hire.
- E. Maximum accumulation of sick leave shall be unlimited.
- F. 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.

Number of Sick Leave Days Accumulated	
Days Accumulated	Percentage of Days Compensation is Given
135+	60%
112-134	50%
88-111	40%
64-87	30%
41-63	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, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between the Department and CalPERS. An employee may at his or her discretion convert all unused sick leave to CalPERS "Sick Leave Credit" and forgo compensation outlined in the table above.

XIII. DISCRETIONARY PERSONAL TIME OFF

Employees may, upon approval from direct supervisor, be eligible to convert up to twenty-four (24) hours of sick leave per calendar year to "discretionary personal time off" (DPT) for use for personal reasons. The number of hours will be prorated for part-time employees based on their standard work hours. Such DPT must be requested at least one (1) week in advance and each request shall be evaluated on a case-by-case basis. If a request is granted, the requesting employee must take DPT as designated in the request. DPT will be available at the beginning of each calendar year and will not carry over from one (1) calendar year to the next.

XIV. BEREAVEMENT LEAVE

- A. Up to five (5) days per person per occurrence shall be granted due to the death of his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death. After bereavement leave has been exhausted, additional accrued leave may be granted at the sole discretion of the Fire Chief or designee.
- B. Part-time employees will receive bereavement on a pro-rated basis.
- C. Temporary employees do not receive bereavement leave.

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

DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

Dated: _____, 2019. By: _____
President

By: _____
Fire Chief

ATTEST:

Dated: _____, 2019. By: _____
Board Secretary

~~EL DORADO HILLS FIRE DEPARTMENT~~

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Administrative Support (Unrepresented/Non-safety)

Wages and Benefits Agreement

~~October 1, 2019~~ ~~April 21, 2016~~ - June 30, 2023
~~September 30, 2019~~

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“Administrative Support” shall include the following positions: Admin Asst. I, Admin Asst. II, Fire Marshal, Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, and Ops. Support Specialist

Note: This is not a complete list of wages and benefits. For a complete and thorough explanation of wages, benefits and more, please view the Employee Handbook located on the Intranet>Governing Documents

**EL DORADO HILLS COUNTY WATER DISTRICT – FIRE DEPARTMENT
PUBLIC SALARY SCHEDULE AGREEMENT**

I. GENERAL

A. This is an agreement between the El Dorado Hills County Water District, also referred to as El Dorado Hills Fire Department (Department) and the Unrepresented Non-Safety Administrative Support employees, which includes the positions of Accounting Specialist, Administrative Assistant I, Administrative Assistant II, Community Risk Reduction Technician, Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, and Operations Support Specialist.

B. This Agreement shall be for salary and employee benefit adjustments for the period commencing October 1, 2019 and ending June 30, 2023.

C. This Agreement cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict.

II. SALARIES

A. The salary ranges, based on employee classifications, shall be as follows. Salary adjustments shall be effective the first day of the first pay period on or after July 1 of each year.

B. Salary Adjustment: 2.5% increase in base salary for (FY) 2016-17, (FY) 2017-18, (FY) 2018-19, and (FY) 2019-20.

A. Effective the first full pay period after October 1, 2019, a two percent (2%) increase to base salary will be awarded to each position covered by this agreement. Reference the below salary schedule:

CLASSIFICATION		Current				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ADMIN ASST. I	HOURLY	\$20.73	\$21.77	\$22.85	\$24.00	\$25.20
	MONTHLY	\$3,593	\$3,773	\$3,961	\$4,160	\$4,368
ADMIN ASST. II	HOURLY	\$24.80	\$26.04	\$27.33	\$28.71	\$30.14
	MONTHLY	\$4,299	\$4,514	\$4,739	\$4,976	\$5,225
FIRE MARSHAL	HOURLY	\$43.26	\$45.42	\$47.69	\$50.08	\$52.58
	MONTHLY	\$7,498	\$7,873	\$8,267	\$8,680	\$9,114
FIRE PREVENTION INSPECTOR I	HOURLY	\$27.70	\$29.09	\$30.54	\$32.07	\$33.67
	MONTHLY	\$4,801	\$5,041	\$5,293	\$5,558	\$5,836
FIRE PREVENTION INSPECTOR II	HOURLY	\$32.60	\$34.23	\$35.94	\$37.74	\$39.63
	MONTHLY	\$5,651	\$5,933	\$6,230	\$6,541	\$6,868
	HOURLY	\$37.65	\$39.53	\$41.51	\$43.58	\$45.76

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FIRE PREVENTION SPECIALIST	MONTHLY	\$6,526	\$6,852	\$7,195	\$7,555	\$7,932
OPS. SUPPORT SPECIALIST	HOURLY	\$18.72	\$19.66	\$20.64	\$21.67	\$22.75
OPS. SUPPORT SPECIALIST	MONTHLY	\$3,245	\$3,407	\$3,577	\$3,756	\$3,944

CLASSIFICATION	-	Effective: July 1, 2016				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ADMIN ASST. I	HOURLY	\$21.25	\$22.31	\$23.42	\$24.60	\$25.83
	MONTHLY	\$3,683	\$3,867	\$4,060	\$4,264	\$4,477
ADMIN ASST. II	HOURLY	\$25.42	\$26.69	\$28.01	\$29.43	\$30.89
	MONTHLY	\$4,406	\$4,627	\$4,857	\$5,100	\$5,356
FIRE MARSHAL	HOURLY	\$44.34	\$46.56	\$48.88	\$51.33	\$53.89
	MONTHLY	\$7,685	\$8,070	\$8,474	\$8,897	\$9,342
FIRE PREVENTION INSPECTOR I	HOURLY	\$28.39	\$29.82	\$31.30	\$32.87	\$34.51
	MONTHLY	\$4,921	\$5,167	\$5,425	\$5,697	\$5,982
FIRE PREVENTION INSPECTOR II	HOURLY	\$33.42	\$35.09	\$36.84	\$38.68	\$40.62
	MONTHLY	\$5,792	\$6,081	\$6,386	\$6,705	\$7,040
FIRE PREVENTION SPECIALIST	HOURLY	\$38.59	\$40.52	\$42.55	\$44.67	\$46.90
	MONTHLY	\$6,689	\$7,023	\$7,375	\$7,744	\$8,130
OPS. SUPPORT SPECIALIST	HOURLY	\$19.19	\$20.15	\$21.16	\$22.21	\$23.32
	MONTHLY	\$3,326	\$3,492	\$3,666	\$3,850	\$4,043

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CLASSIFICATION	-	Effective: July 1, 2017				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ADMIN ASST. I	HOURLY	\$21.78	\$22.87	\$24.01	\$25.22	\$26.48
	MONTHLY	\$3,775	\$3,964	\$4,162	\$4,371	\$4,589
ADMIN ASST. II	HOURLY	\$26.06	\$27.36	\$28.71	\$30.16	\$31.67
	MONTHLY	\$4,517	\$4,743	\$4,979	\$5,228	\$5,490
FIRE MARSHAL	HOURLY	\$45.45	\$47.72	\$50.10	\$52.62	\$55.24
	MONTHLY	\$7,878	\$8,272	\$8,686	\$9,119	\$9,575
FIRE PREVENTION INSPECTOR I	HOURLY	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37
	MONTHLY	\$5,044	\$5,296	\$5,561	\$5,839	\$6,131
FIRE PREVENTION INSPECTOR II	HOURLY	\$34.25	\$35.96	\$37.76	\$39.65	\$41.64
	MONTHLY	\$5,937	\$6,233	\$6,545	\$6,872	\$7,216
FIRE PREVENTION SPECIALIST	HOURLY	\$39.56	\$41.53	\$43.61	\$45.79	\$48.08
	MONTHLY	\$6,856	\$7,199	\$7,559	\$7,937	\$8,334
OPS. SUPPORT SPECIALIST	HOURLY	\$19.67	\$20.66	\$21.68	\$22.77	\$23.90
	MONTHLY	\$3,409	\$3,579	\$3,758	\$3,946	\$4,144

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Effective: July 1, 2018 STEPS						
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CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING SPECIALIST	HOURLY	<u>\$29.32</u>	<u>\$30.78</u>	<u>\$32.31</u>	<u>\$33.94</u>	<u>\$35.63</u>
	MONTHLY	<u>\$5,082</u>	<u>\$5,336</u>	<u>\$5,600</u>	<u>\$5,883</u>	<u>\$6,176</u>
ADMIN ASST. I	HOURLY	<u>\$22.3223.3</u> <u>4</u>	<u>\$23.4424.5</u> <u>1</u>	<u>\$24.6125.7</u> <u>3</u>	<u>\$25.8527.0</u> <u>2</u>	<u>\$27.1428.3</u> <u>7</u>
	MONTHLY	<u>\$3,8694.04</u> <u>6</u>	<u>\$4,063249</u>	<u>\$4,266459</u>	<u>\$4,480684</u>	<u>\$4,704918</u>
ADMIN ASST. II	HOURLY	<u>\$26.7127.9</u> <u>2</u>	<u>\$28.0429.3</u> <u>2</u>	<u>\$29.4330.7</u> <u>7</u>	<u>\$30.9232.3</u> <u>2</u>	<u>\$32.4633.9</u> <u>3</u>
	MONTHLY	<u>\$4,630840</u>	<u>\$4,8615,08</u> <u>2</u>	<u>\$5,103334</u>	<u>\$5,359603</u>	<u>\$5,627882</u>
COMMUNITY RISK TECHNICIAN	HOURLY	<u>\$23.34</u>	<u>\$24.51</u>	<u>\$25.73</u>	<u>\$27.02</u>	<u>\$28.37</u>
	MONTHLY	<u>\$4,046</u>	<u>\$4,249</u>	<u>\$4,459</u>	<u>\$4,684</u>	<u>\$4,918</u>
FIRE-MARSHAL	HOURLY	<u>\$46.595</u>	<u>\$48.91</u>	<u>\$51.36</u>	<u>\$53.93</u>	<u>\$56.62</u>
	MONTHLY	<u>\$8,0759</u>	<u>\$8,478</u>	<u>\$8,903</u>	<u>\$9,347</u>	<u>\$9,815</u>
FIRE PREVENTION INSPECTOR I	HOURLY	<u>\$29.8331.1</u> <u>9</u>	<u>\$31.332.75</u>	<u>\$32.894.38</u>	<u>\$34.546.11</u>	<u>\$36.267.91</u>
	MONTHLY	<u>\$5,170406</u>	<u>\$5,429677</u>	<u>\$5,700960</u>	<u>\$5,9856,25</u> <u>9</u>	<u>\$6,285571</u>
FIRE PREVENTION INSPECTOR II	HOURLY	<u>\$35.116.70</u>	<u>\$36.868.54</u>	<u>\$38.7040.4</u> <u>6</u>	<u>\$40.6442.4</u> <u>9</u>	<u>\$42.684.62</u>
	MONTHLY	<u>\$6,086362</u>	<u>\$6,389680</u>	<u>\$6,7097,01</u> <u>4</u>	<u>\$7,044365</u>	<u>\$7,396734</u>
FIRE PREVENTION SPECIALIST	HOURLY	<u>\$40.542.39</u>	<u>\$42.574.51</u>	<u>\$44.706.74</u>	<u>\$46.939.07</u>	<u>\$49.2851.5</u> <u>2</u>
	MONTHLY	<u>\$7,028348</u>	<u>\$7,379714</u>	<u>\$7,7488,10</u> <u>1</u>	<u>\$8,136505</u>	<u>\$8,542930</u>
OPS. SUPPORT SPECIALIST	HOURLY	<u>\$20.161.08</u>	<u>\$21.1722.1</u> <u>3</u>	<u>\$22.2323.2</u> <u>4</u>	<u>\$23.3424.4</u> <u>0</u>	<u>\$24.5025.6</u> <u>1</u>
	MONTHLY	<u>\$3,495653</u>	<u>\$3,669837</u>	<u>\$4,0283,85</u> <u>2</u>	<u>\$4,045229</u>	<u>\$4,247440</u>

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CLASSIFICATION	-	Effective July 1, 2019				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ADMIN ASST. I	HOURLY	\$22.88	\$24.03	\$25.22	\$26.49	\$27.82
	MONTHLY	\$3,966	\$4,165	\$4,372	\$4,592	\$4,821
ADMIN ASST. II	HOURLY	\$27.37	\$28.74	\$30.17	\$31.69	\$33.27
	MONTHLY	\$4,745	\$4,983	\$5,231	\$5,493	\$5,767
FIRE MARSHAL	HOURLY	\$47.75	\$50.14	\$52.64	\$55.28	\$58.04
	MONTHLY	\$8,276	\$8,690	\$9,125	\$9,581	\$10,060
FIRE PREVENTION INSPECTOR I	HOURLY	\$30.58	\$32.11	\$33.71	\$35.40	\$37.17
	MONTHLY	\$5,299	\$5,564	\$5,842	\$6,135	\$6,442
FIRE PREVENTION INSPECTOR II	HOURLY	\$35.98	\$37.78	\$39.67	\$41.66	\$43.74
	MONTHLY	\$6,238	\$6,549	\$6,877	\$7,220	\$7,581
FIRE PREVENTION SPECIALIST	HOURLY	\$41.56	\$43.63	\$45.82	\$48.10	\$50.51
	MONTHLY	\$7,203	\$7,563	\$7,942	\$8,339	\$8,755
OPS. SUPPORT SPECIALIST	HOURLY	\$20.66	\$21.70	\$22.78	\$23.92	\$25.11
	MONTHLY	\$3,582	\$3,761	\$3,948	\$4,146	\$4,353

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*Salary data is based on an 80-hour biweekly pay period

B. Effective the first full pay period after July 1, 2020, a three percent (3%) increase to base salary will be awarded to each classification covered by this agreement. The salary schedule will be available at the time of this scheduled salary increase.

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C. Effective the first full pay period after July 1, 2021, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this agreement. The salary schedule will be available at the time of this scheduled salary increase.

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D. Effective the first full pay period after October 1, 2021, a one percent (1%) increase to base salary may be awarded to each classification covered by this agreement if growth in the El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2021-22 exceeds five percent (5%). For the salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2020-21 and the property tax revenue estimate provided by El Dorado County for (FY) 2021-22.

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E. Effective the first full pay period after July 1, 2022, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this contract. The salary schedule will be available at the time of this scheduled increase.

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~~*Salary data is based on an 80-hour biweekly pay period~~

~~C.~~ F. An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.

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~~D.~~ G. An employee's step increase will be the first day of the first full pay period on or after the anniversary date of the position.

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- H. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.

III. 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.

IV. UNIFORM ALLOWANCE

Positions Eligible for a Uniform Allowance: ~~Fire Marshal, Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, and Operations~~. Support Specialist.

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Each employee shall receive an annual clothing allowance of ~~EIGHT HUNDRED DOLLARS~~ eight hundred dollars (\$800.00), payable in two (2) equal installments on the first full pay period of July and January. All eligible members shall receive a uniform allowance regardless of their schedule ~~or~~ assignment.

~~The agency shall reimburse each member for the cost of one "Class A" uniform up to a maximum of \$500.00. Reimbursement will be allowed only after the member has completed their probationary period and the reimbursement request is accompanied by a detailed receipt.~~

~~Employees who have already purchased a "Class A" uniform and a detailed receipt is not available, reimbursement shall be made after verification that the employee has the "Class A" in their possession.~~

V. EDUCATION INCENTIVES

In addition to the base salaries, employees with the following educational degrees or certificates shall receive additional compensation as specified, provided a current certificate is presented to the ~~District~~ Department. To be compensated for an Associate's, Bachelor's, or Master's Degree, an employee must submit ~~a diploma and~~ an official copy of their transcripts to the department. ~~A copy of the diploma (only) will be retained in the District files. No copies or other facsimiles of the employee's transcripts will be made by any member of the department. Both items will be returned to the employee immediately after the Chief verifies eligibility.~~ The official transcripts should be mailed directly from the college or university where the degree was attained to the department addressed c/o ~~Fire Chief XXX~~ Director of Human Resources-Confidential. This will allow the chief to easily confirm that the degree has been 'conferred' to the applicant. The official transcripts must be from a regionally or nationally accredited school, recognized by the U.S. 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.)

Classification	AA/AS	BA/BS	MA/MS	EMT
Administrative Support Personnel, Fire Inspector, Management Non-Safety Personnel	\$250 monthly	\$500 monthly	\$750 monthly	\$100 monthly

All education degree incentives are non-stackable with the exception of the EMT incentive.

VI. LONGEVITY PAY

The ~~District~~Department shall provide ~~an equitable distribution of~~ longevity pay as set forth hereinafter. All personnel shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods and included on each pay period throughout the year.

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Upon Completion of Years of Service	Annual Pay
10	\$500
15	\$750
20	\$1,000
25	\$1,500
30	\$2,000

Effective July 1, 2019

Upon Completion of Years of Service	Annual Pay
10	\$2,500
15	\$2,750
20	\$3,000
25	\$3,500
30	\$4,000

*Note: Years of Service must be as a paid employee of the ~~District~~Department and continuous, without interruption. Longevity pay increases shall be effective on the first pay-period following the employee's anniversary date.

BENEFITS

VII. HEALTH AND WELFARE INSURANCE BENEFITS

A. Health Insurance

- ~~1.~~ DistrictDepartment shall continue its participation in the California Public Employees Retirement System (CalPERS) Health Program. ~~Under this program, employees have a choice of all available HMO plans if offered in the area in which they live. If no HMO plan is offered, the employee will be allowed to choose to either use the District's address for HMO availability or subscribe to PERS Choice. District shall pay one hundred percent (100%) of the premiums for employee and dependent coverage as offered by the program. If an employee chooses, he/she may pay the difference between the HMO plan offered (or PERS Choice, where applicable) and the plan of their choice. Employees covered by this contract shall be eligible for group health insurance the first day of the month following the date of hire.~~
- ~~2.~~ Effective January 1, 2020, the Department shall contribute a maximum monthly amount of up to two thousand nine hundred thirty-two dollars and twenty cents (\$2,932.20).
- ~~3.~~ Effective January 1, 2021, the Department shall contribute a maximum monthly amount of up to two thousand eight hundred fifty dollars (\$2850.00).

B. Cash In-Lieu of Group Medical Insurance

1. Employees that elect to waive coverage under the Department's medical insurance program beginning the first open enrollment period after adoption of this contract, shall be compensated five-hundred dollars (\$500) per month payable 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 medical insurance benefits.

Such benefits 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 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.

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2. Employees enrolled in individual coverage (including but not limited to Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive cash in-lieu for other health coverage, even if the coverage provides minimum value.
3. In order to participate in the cash in-lieu of medical insurance, the employee shall provide proof of alternate coverage and sign a declination of coverage stating that she or he does have alternative coverage and that she or he understands that she or he will no longer receive coverage for themselves and their family through a Department provided plan. This will be required at every open enrollment period the employee elects to waive medical coverage.
4. Any such amount of medical reimbursement added to wages is not compensation for retirement purposes as defined by the CalPERS.

C. 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 ~~District~~Department remains in the CalPERS program.
2. Employees hired after February 29, 2012, who retire from the ~~El Dorado Hills County Water District~~Department (~~Fire Department~~), are eligible to receive a ~~District~~Department contribution toward their post-retirement health benefits if they: a) have a minimum of five (5) years of CalPERS-credited service with the ~~El Dorado Hills County Water District~~Department (~~Fire 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 ~~El Dorado Hills County Water District~~Department (~~Fire 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 ~~District~~Department contribution towards their post-retirement health benefits as defined in Government Code 22892 as follows:

Total Credited Years of Service	Percent (%) of District 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%

D. Dental/Vision Insurance

~~The Department allots an accumulating fund (the Fund) for dental/vision care for each full time and part time (working a minimum of 32 hours per week) regular and probationary employee and his/her dependents as follows: One hundred twenty dollars (\$120.00) per month for an employee with no dependents, one hundred fifty dollars (\$150.00) per month for an employee with one dependent, and two hundred dollars (\$200.00) per month 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 Departments Dental Vision Program recognizes a dependent as up to age 23.) Each employee is entitled to draw upon his/her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non management (members of the EDHPPF) retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement. Retirees shall accrue one hundred dollars (\$100) per month with no dependents, and one hundred fifty dollars (\$150) per month with one qualified spouse. A qualified spouse is a husband or wife who was legally married to the member at least one year before the member retired. Additional dependents beyond spouse are not benefited in retirement.~~

- ~~Employees hired prior to October 1, 2013 who qualify for post-retirement benefits will be provided dental/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).~~
- ~~Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten years of CalPERS credited service with the El Dorado Hills Fire Department~~
- ~~In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan~~
- ~~If two employees are in the same family (husband-wife, parent-child, etc.) only one can receive the "family rate" the other member would receive the single rate, and be reimbursed for properly submitted requests as such~~
 - 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 the effective date of this Agreement

Employees hired prior to the effective date of this Agreement 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.

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 accumulating fund (the Fund) for dental/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/Vision Program recognizes a dependent as up to age 23.) Each participating employee is entitled to draw upon his or her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non-management retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect 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 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 retire during the term of this agreement shall only be eligible for the insurance coverage option as of the date of retirement.

Employees who enroll in 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 it runs out. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).
- Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.

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- In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.

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- 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 and be reimbursed for properly submitted requests as such.

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2. Tier 2: Employees hired on or after the effective date of this Agreement

- a. For employees hired on or after the effective date of this Agreement, 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 hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.
- 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 and be reimbursed for properly submitted requests as such.

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E. Life Insurance

Each full-time employee and part-time employee working a minimum of thirty-two (32) hours per week shall be granted ~~has~~ a minimum of twenty thousand dollars (\$20,000.00)

term life insurance policy.

F. Short-Term Disability Insurance

Available to administrative support personnel only. Employees contribute through payroll tax to California's state disability insurance program.

VIII. RETIREMENT PLAN

~~El Dorado Hills Fire Department~~The Department provides retirement benefits under ~~the California Public Employees Retirement System (Cal-PERS)~~ for eligible employees.

Non-Safety employees

- ~~Hired before November 27, 2012 (Classic Tier 1): CalPERS retirement formula of 3% @ 60 with employees contributing 3% of their CalPERS reportable compensation.~~ (One Year Final Compensation)
- ~~Hired after November 26, 2012, who are active CalPERS members prior to January 1, 2013 (Classic Tier 2): CalPERS retirement formula of 2% @ 55 with employees contributing 3% of their CalPERS reportable compensation.~~ (Three Years Final Compensation)
- ~~Hired after December 31, 2012, who are new CalPERS employees (Tier 3): 2% @ 62 (PEPRA):~~ Employees shall contribute one-half (1/2) of the normal cost rate. (Three Years Final Compensation)

Classic Miscellaneous-(Tier 1) Members

~~Effective the first pay period following July 1, 2016, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous employees shall contribute an additional one-half percent (0.5%) for a total of three and one-half percent (3.5%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2017, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous employees shall contribute an additional one-half percent (0.5%) for a total of four percent (4%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2018, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous employees shall contribute an additional one-half percent (0.5%) for a total of four and one-half percent (4.5%) 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 414(h)(2) and Government Code Section 20516.~~

Classic Miscellaneous (Tier 1) Members

Effective the first pay period following July 1, 2020~~19~~, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 1) employees shall contribute an additional one and one-half percent (1.5%) for a total of six and one-half~~five~~ percent (6.5%) 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.

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Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding 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.

Classic ~~Tier 2~~ Miscellaneous (Tier 2) Members

~~Effective the first pay period following July 1, 2016, through contract amendment with CalPERS for cost sharing, Classic Tier 2 Miscellaneous employees shall contribute one half percent (0.5%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2017, through contract amendment with CalPERS for cost sharing, Classic Tier 2 Miscellaneous employees shall contribute an additional one half percent (0.5%) for a total of one percent (1%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2018, through contract amendment with CalPERS for cost sharing, Classic Tier 2 Miscellaneous employees shall contribute an additional one half percent (0.5%) for a total of one and one half percent (1.5%) 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 414(h)(2) and Government Code Section 20516.~~Effective the first pay period following July 1, 2020~~19~~, through contract amendment with CalPERS for cost sharing, Classic ~~Tier 2~~ Miscellaneous (Tier 2) employees shall contribute an additional one and one-half percent (1.5%) for a total of six and one-half~~two~~ percent (6.5~~2~~%) 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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding 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.

New Members (Tier 3)

Employees who are "new members" as defined by PEPR shall be covered by the CalPERS Three Percent (3%) at 62 formula for Miscellaneous. 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.

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IX. 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.

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X. HOLIDAYS

All full-time non-shift personnel shall receive the following paid holidays:

1. January 1 - New Year's Day
2. January - Martin Luther King Day (Observed)
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 12 (Observed) - Columbus Day
8. November 11 (Observed) - Veterans Day
9. November (Fourth Thursday) - Thanksgiving
10. November - Friday after Thanksgiving
11. December 24 - Christmas Eve
12. December 25 - Christmas Day

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- ~~January 1 (New Year's Day)~~
- ~~Martin Luther King Jr.'s Birthday (Observed)~~
- ~~Presidents' Day (Third Monday in February)~~
- ~~Memorial Day~~
- ~~July 4th (Independence Day)~~
- ~~Labor Day~~
- ~~Columbus Day (October 12 - Observed)~~
- ~~Veterans' Day (November 11 - Observed)~~
- ~~Thanksgiving Day and the Friday after~~
- ~~Christmas Eve~~
- ~~Christmas Day~~

In addition to the regularly recognized holidays, the Administrative Office will be closed from Christmas Eve through New Year's Day. Employees that elect to take time off during this scheduled office closure must use their accrued vacation or discretionary personal time (DPT) for any day not recognized as a Department Holiday. Employees may elect to work on the days not recognized as a Department Holiday, in lieu of using accrued vacation or DPT.

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LEAVES

XI. VACATION

The following vacation accrual schedule applies to all Department Administrative Support Personnel.

Years of Service Completed	Hours/Year
0	120 hours
5	152 hours
10	192 hours
15	208 hours
20	224 hours

- A. Part-time employees will accrue vacation on a pro-rated basis.
- B. Temporary employees do not accrue paid vacation.
- C. Vacation shall start accruing on the first ~~day of the month~~ full pay period following date of hire.
- D. Employees become eligible to take accrued vacation after six (6) months of active service as work schedules permit.
- E. Increases in vacation accrual rates are effective the first pay period following the employee's anniversary date.
- F. Accrued vacation shall not exceed two hundred-eighty (280) hours at any given time. 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.

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XII. SICK LEAVE

- A. Sick leave shall accrue at a rate of one hundred thirty-six (136) hours per year for all Department Administrative Support personnel.
- B. Part-time employees will accrue sick leave on a pro-rated basis.
- C. Temporary employees do not accrue sick leave.
- D. Sick leave shall start accruing on the first full pay period ~~day of the month~~ following date of hire.
- E. Maximum accumulation of sick leave shall be unlimited.

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F. 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.

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<u>Number of Sick Leave Days Accumulated</u>	
<u>Days Accumulated</u>	<u>Percentage of Days Compensation is Given</u>
<u>135+</u>	<u>60%</u>
<u>112-134</u>	<u>50%</u>
<u>88-111</u>	<u>40%</u>
<u>64-87</u>	<u>30%</u>
<u>41-63</u>	<u>20%</u>
<u>0-40</u>	<u>0%</u>

- 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, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between the Department and CalPERS. An employee may at his or her discretion convert all unused sick leave to CalPERS "Sick Leave Credit" and forgo compensation outlined in the table above.

XIII. DISCRETIONARY PERSONAL TIME OFF

Employees ~~in the classification of Administrative Assistant I and II~~ may, upon approved request from direct supervisor, be eligible to convert up to twenty-four (24) hours of sick leave per calendar year to "discretionary personal time off" (DPT) for use for personal reasons. The number of hours will be prorated for part-time employees based on their standard work hours. Such DPT must be requested at least one (1) week in advance and each request shall be evaluated on a case-by-case basis. If a request is granted, the requesting employee must take the DPT time off as designated in the request. DPT time will be available at the beginning of each calendar year and will not carry over from one (1) calendar year to the next.

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XIV. BEREAVEMENT LEAVE

- A. ~~Administrative Support personnel are entitled to 5 scheduled workdays with pay for bereavement.~~ Up to five (5) days per person per occurrence shall be granted due to the death of his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death. After bereavement leave has been exhausted, additional accrued leave may be granted at the sole discretion of the Fire Chief or designee.

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- B. Part-time employees will receive bereavement on a pro-rated basis.
- C. Temporary employees do not receive bereavement leave.

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

DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

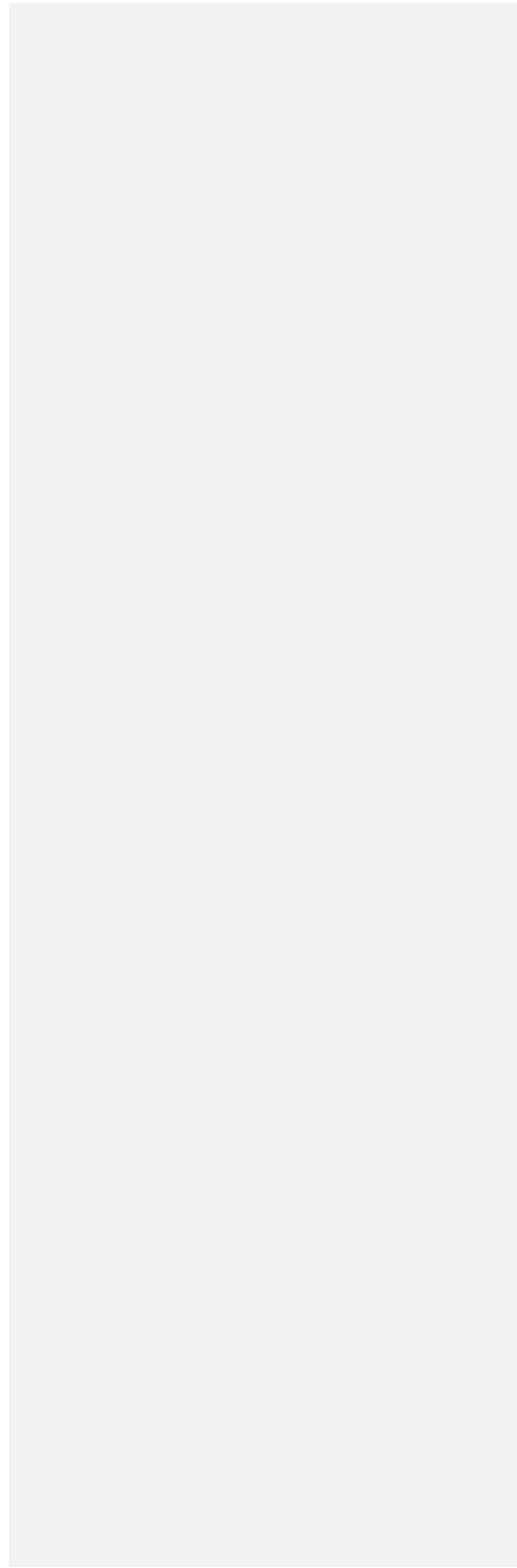
| Dated: _____, 20196.

By: _____
President

ATTEST:

| Dated: _____, 20196.

By: _____
~~District Board~~ Secretary



**EL DORADO HILLS COUNTY WATER
DISTRICT (FIRE DEPARTMENT)**

**Director of Finance and
Director of Human Resources**

*(Unrepresented Management/Non-
safety)*

**Wages and Benefits
Agreement**

October 1, 2019 – June 30, 2023

Note: This is not a complete list of wages and benefits. For a complete and thorough explanation of wages, benefits and more, please view the Employee Handbook located on the Intranet>Governing Documents

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AGREEMENT

I. GENERAL

- A. This is an Agreement between the El Dorado Hills County Water District, also referred to as El Dorado Hills Fire Department (Department) and the Unrepresented Non-Safety Management positions of Director of Finance and Director of Human Resources.
- B. This Agreement shall be for salary and employee benefit adjustments for the period commencing October 1, 2019 and ending June 30, 2023.
- C. This Agreement cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict.

II. SALARIES

- A. Effective the first full pay period after October 1, 2019, a two percent (2%) increase to base salary will be awarded to each classification covered by this Agreement. Reference the below salary schedule:

Department		1	2	3	4	5
STEPS						
Director of Finance	Monthly	\$11,810	\$12,349	\$12,916	\$13,511	\$14,010
Director of Human Resources	Monthly	\$11,810	\$12,349	\$12,916	\$13,511	\$14,010

***Salary data is based on an 80-hour biweekly pay period**

- B. Effective the first full pay period after July 1, 2020, a three percent (3%) increase to base salary will be awarded to each classification covered by this Agreement. The salary schedule will be available at the time of this scheduled salary increase.
- C. Effective the first full pay period after July 1, 2021, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this Agreement. The salary schedule will be available at the time of this scheduled salary increase.
- D. Effective the first full pay period after October 1, 2021, a one percent (1%) increase to base salary may be awarded to each classification covered by this Agreement if growth in the El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2021-22 exceeds five percent (5%). For the salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2020-21 and the property tax revenue estimate provided by El Dorado County for (FY) 2021-22.
- E. Effective the first full pay period after July 1, 2022, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this Agreement. The salary schedule will be available at the time of this scheduled increase.
- F. An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.

- G. An employee's step increase will be the first day of the first full pay period on or after the anniversary date of the position.
- H. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.

III. 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.

IV. EDUCATION INCENTIVES

In addition to the base salaries, employees with the following educational degrees or certificates shall receive additional compensation as specified, provided a current certificate is presented to the Department. To be compensated for an Associate's, Bachelor's, or Master's Degree, an employee must submit an official copy of their transcripts to the department. The official transcripts should 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.)

All educational degree incentives are non-stackable with the exception of the EMT incentive.

Classification	AA/AS	BA/BS	MA/MS	EMT
Administrative Support Personnel, Fire Inspector, Management Non-Safety Personnel	\$250 monthly	\$500 monthly	\$750 monthly	\$100 monthly

V. LONGEVITY PAY

The Department shall provide longevity pay as set forth hereinafter. All personnel shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods and included on each pay period throughout the year.

Upon Completion of Years of Service	Annual Pay
10	\$2,500
15	\$2,750
20	\$3,000
25	\$3,500
30	\$4,000

*Note: Years of Service must be as a paid employee of the Department and continuous, without interruption. Longevity pay increases shall be effective on the first pay-period following the employee's anniversary date.

VI. HEALTH AND WELFARE BENEFITS

A. Health Insurance

1. Department shall continue its participation in the California Public Employees Retirement System (CalPERS) Health Program. Employees covered by this contract shall be eligible for group health insurance the first day of the month following the date of hire.
2. Effective January 1, 2020, the Department shall contribute a maximum monthly amount of up to two thousand nine hundred thirty-two dollars and twenty cents (\$2,932.20).
3. Effective January 1, 2021, the Department shall contribute a maximum monthly amount of two thousand eight hundred fifty dollars (\$2,850.00).

B. Cash In-Lieu of Group Medical Insurance

1. Employees that elect to waive coverage under the Department's medical insurance program beginning the first open enrollment period after adoption of this contract, shall be compensated five-hundred dollars (\$500) per month payable 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 medical insurance benefits.
2. Such benefits 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 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.
3. Employees enrolled in individual coverage (including but not limited to) Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive cash in-lieu for other health coverage, even if the coverage provides minimum value.

4. In order to participate in the cash in-lieu of medical insurance, the employee shall provide proof of alternate coverage and sign a declination of coverage stating that she or he does have alternative coverage and that she or he understands that she or he will no longer receive coverage for themselves and their family through a Department provided plan. This will be required at every open enrollment period the employee elects to waive medical coverage.
5. Any such amount of medical reimbursement added to wages is not compensation for retirement purposes as defined by the CalPERS.

C. 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 retire from the Department, are eligible to receive a Department contribution toward their post-retirement health benefits 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 Government Code Section 22892 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%

D. Dental/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 the effective date of this Agreement

Employees hired prior to the effective date of this Agreement 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.

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 accumulating fund (the Fund) for dental/vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents;
- \$ 80.77 for an employee with one (1) dependent;
- \$ 103.85 for an employee with two (2) 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/Vision Program recognizes a dependent as up to age 23.) Each participating employee is entitled to draw upon his or her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non-management retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect 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 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 and any employee who retires during the term of this Agreement shall only be eligible for the insurance coverage option as of the date of retirement.

Employees who enroll in 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/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).
- b. Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.
- 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 and be reimbursed for properly submitted requests as such.

2. Tier 2: Employees hired on or after the effective date of this Agreement

- a. For employees hired on or after the effective date of this Agreement, 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 hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.
- 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 and be reimbursed for properly submitted requests as such.

E. Life Insurance

Each full-time employee and part-time employee working a minimum of thirty-two (32) hours per week will be granted a minimum of twenty thousand dollars (\$20,000.00) term life insurance policy.

F. Short-Term Disability Insurance

Available to administrative support personnel only. Employees contribute through payroll tax to California's state disability insurance program.

VII. RETIREMENT

The Department provides retirement benefits under CalPERS for eligible employees.

Miscellaneous Non-Safety Employees:

- Hired before November 27, 2012 (Classic Miscellaneous (Tier 1)): CalPERS retirement formula of 3% @ 60. (One Year Final Compensation)
- Hired after November 26, 2012, who are active CalPERS members prior to January 1, 2013 (Classic Miscellaneous (Tier 2)): CalPERS retirement formula of 2% @ 55. (Three Years Final Compensation)
- Hired after December 31, 2012, who are new CalPERS employees (Tier 3): CalPERS retirement formula of 2% @ 62 (PEPRA): Employees shall contribute one-half (1/2) of the normal cost rate. (Three Years Final Compensation)

Classic Miscellaneous (Tier 1) Members

Effective the first pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous Tier 1 employees shall contribute an additional one-and one-half percent (1.5%) for a total of six and one-half percent (6.5%) of their CalPERS reportable compensation (exclusive of Employer Paid Member Contributions (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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous Tier 1 employees shall contribute an additional one and one-half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding 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.

Classic Miscellaneous (Tier 2) Members

Effective the first pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 2) employees shall contribute an additional one and one-half percent (1.5%) for a total of six and one-half percent (6.5%) 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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding 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.

New Members (Tier 3)

Employees who are “new members” as defined by PEPRAs shall be covered by the CalPERS Three Percent (3%) at 62 formula for Miscellaneous. 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.

VIII. 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

All full-time non-shift personnel shall receive the following paid holidays:

1. January 1 - New Year’s Day
2. January - Martin Luther King Day (Observed)
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 12 (Observed) - Columbus Day
8. November 11 (Observed) - Veterans Day
9. November (Fourth Thursday) - Thanksgiving
10. November - Friday after Thanksgiving
11. December 24 - Christmas Eve
12. December 25 - Christmas Day

In addition to the regularly recognized holidays, the Administrative Office will be closed from Christmas Eve through New Year’s Day. Employees that elect to take time off during this scheduled office closure must use their accrued vacation or administrative leave for any day not recognized as a Department Holiday. Employees may elect to work during the days not recognized as a Department Holiday, in lieu of using accrued vacation or administrative leave.

X. VACATION

The following vacation accrual schedule applies to all Department Non-Shift Management Personnel.

Years of Service Completed	Hours/Year
0	120 hours
5	152 hours
10	192 hours
15	208 hours
20	224 hours

- A. Part-time employees will accrue vacation on a pro-rated basis.
- B. Temporary employees do not accrue paid vacation.
- C. Vacation shall start accruing on the first full pay period following date of hire.
- D. Employees become eligible to take accrued vacation after six months of active service as work schedules permit.
- E. Increases in vacation accrual rates are effective the first pay period following the employee's anniversary date.
- F. Accrued vacation shall not exceed two hundred-eighty (280) hours at any given time. Time accrued in excess of these limits will be paid out at one hundred percent (100%) of an employee's base hourly rate on the paycheck for the first full pay period in December.

XI. SICK LEAVE

- A. Sick leave shall accrue at a rate of one hundred thirty-six (136) hours per year for all Department Administrative Support personnel.
- B. Part-time employees will accrue sick leave on a pro-rated basis.
- C. Temporary employees do not accrue sick leave.
- D. Sick leave shall start accruing on the first day of the month following date of hire.
- E. Maximum accumulation of sick leave shall be unlimited.
- F. 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.

Number of Sick Leave Days Accumulated	
Days Accumulated	Percentage of Days Compensation is Given
135+	60%
112-134	50%
88-111	40%
64-87	30%
41-63	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, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between the Department and CalPERS. An employee may at his or her discretion convert all unused sick leave to CalPERS "Sick Leave Credit" and forgo compensation outlined in the table above.

XII. ADMINISTRATIVE LEAVE

Ten (10) workdays Administrative Leave shall be granted at the beginning of each calendar year to the Director of Finance and the Director of Human Resources. Administrative Leave days may not be carried over from one (1) calendar year to the next.

XIII. BEREAVEMENT LEAVE

Up to five (5) days per person per occurrence shall be granted due to the death of his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death. After bereavement leave has been exhausted, additional accrued leave may be granted at the sole discretion of the Fire Chief or designee.

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

DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

Dated: _____, 2019.

By: _____
President

By: _____
Fire Chief

ATTEST:

Dated: _____, 2019.

By: _____
Board Secretary

~~EL DORADO HILLS FIRE DEPARTMENT~~

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

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Director of Finance and
Director of Human Resources
(Unrepresented/Management/Non-safety)

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Wages and Benefits
Agreement

~~July 21, 2016~~October 1, 2019 - ~~June~~September 30, 2023~~19~~

Note: This is not a complete list of wages and benefits. For a complete and thorough explanation of wages, benefits and more, please view the Employee Handbook located on the Intranet>Governing Documents

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**EL DORADO HILLS COUNTY WATER DISTRICT – FIRE DEPARTMENT
PUBLIC SALARY SCHEDULE AGREEMENT**

I. GENERAL

A. This is an agreement between the El Dorado Hills County Water District, also referred to as El Dorado Hills Fire Department (Department) and the Unrepresented Non-Safety Management positions of Director of Finance and Director of Human Resources,

B. This Agreement shall be for salary and employee benefit adjustments for the period commencing October 1, 2019 and ending June 30, 2023,

C. This Agreement cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict.

II. SALARIES

• The salary range for the Director of Finance shall be as follows. Salary adjustments shall be effective the first day of the first pay period on or after July 1 of each year.

• A. Effective the first full pay period after October 1, 2019, a two percent (2%) increase to base salary will be awarded to each classification covered by in this agreement. Reference the below salary schedule;

• Salary COLA Adjustment: An annual COLA will be applied to the salary schedule below. The COLA will be calculated each July and will be based on ½ the increase in District/Department assessed value per El Dorado County, up to a maximum of 2.5%. The salary schedule below reflects the maximum possible COLA of 2.5%.

<u>STEPS</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Director of Finance</u>	<u>Monthly</u>	<u>\$11,810</u>	<u>\$12,349</u>	<u>\$12,916</u>	<u>\$13,511</u>	<u>\$14,010</u>
<u>Director of Human Resources</u>	<u>Monthly</u>	<u>\$11,810</u>	<u>\$12,349</u>	<u>\$12,916</u>	<u>\$13,511</u>	<u>\$14,010</u>

Salary data is based on an 80-hour biweekly pay period

<u>EFFECTIVE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Current	115,000	N/A	N/A	N/A	N/A
July 1, 2016	117,875	123,769	129,957	136,455	141,913
July 1, 2017	120,822	126,863	133,206	139,866	145,461
July 1, 2018	123,842	130,035	136,536	143,363	149,098
July 1, 2019	126,938	133,285	139,950	146,947	152,825

B. Effective the first full pay period after July 1, 2020, a three percent (3%) increase to base salary will be awarded to each classification covered by this agreement. The salary schedule will be available at the time of this scheduled salary increase.

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C. Effective the first full pay period after July 1, 2021, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this agreement. The salary schedule will be available at the time of this scheduled salary increase.

D. Effective the first full pay period after October 1, 2021, a one percent (1%) increase to base salary may be awarded to each classification covered by this agreement if growth in the El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2021-22 exceeds five percent (5%). For the salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2020-21 and the property tax revenue estimate provided by El Dorado County for (FY) 2021-22.

E. Effective the first full pay period after July 1, 2022, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this agreement. The salary schedule will be available at the time of this scheduled increase.

~~Salary data is based on an 80-hour biweekly pay period~~

F. An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.

- ~~Eligibility for a step increase is based on the employee's annual performance review completed by the Fire Chief each year. The annual performance review will include measurement against defined goals established by the Fire Chief with input from the Board of Directors Fire Committee. A performance rating of "3" or higher must be attained for the employee to be eligible for a step increase.~~

G. An employee's step increase will be the first day of the first full pay period on or after the anniversary date of the position.

- ~~Once eligible, an employee's step increase will be the first day of the first full pay period on or after the anniversary date of the position.~~

H. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.

III. 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.

IV. EDUCATION INCENTIVES

In addition to the base salaries, employees with the following educational degrees or certificates shall receive additional compensation as specified, provided a current certificate is presented to the ~~District~~Department. To be compensated for an Associate's, Bachelor's, or Master's Degree, an employee must submit ~~a diploma and~~ an official copy of their transcripts to the department. ~~A copy of the diploma (only) will be retained in the District files. No copies or other facsimiles of the employee's transcripts will be made by any member of the department. Both items will be returned~~

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~~to the employee immediately after the Chief verifies eligibility.~~ The official transcripts should be mailed directly from the college or university where the degree was attained to the department addressed c/o ~~Fire Chief XXX~~ Director of Human Resources-Confidential. This will allow the chief to easily confirm that the degree has been 'conferred' to the applicant. The official transcripts must be from a regionally or nationally accredited school, recognized by the U.S. 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.)

Classification	AA/AS	BA/BS	MA/MS	EMT
Administrative Support Personnel, Fire Inspector, Management Non-Safety Personnel	\$250 monthly	\$500 monthly	\$750 monthly	\$100 monthly

All educational degree incentives are non-stackable with the exception of the EMT incentive.

V. LONGEVITY PAY

The ~~District~~Department shall provide ~~an equitable distribution of~~ longevity pay as set forth hereinafter. All personnel shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods and included on each pay period throughout the year.

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Upon Completion of Years of Service	Annual Pay
10	\$500
15	\$750
20	\$1,000
25	\$1,500
30	\$2,000

Effective July 1, 2019

Upon Completion of Years of Service	Annual Pay
10	\$2,500
15	\$2,750
20	\$3,000
25	\$3,500
30	\$4,000

*Note: Years of Service must be as a paid employee of the DistrictDepartment and continuous, without interruption. Longevity pay increases shall be effective on the first pay-period following the employee's anniversary date.

BENEFITS

VI. HEALTH AND WELFARE INSURANCE BENEFITS

A. Health Insurance

~~1. DistrictDepartment shall continue its participation in the Public Employees Retirement System (CalPERS) Health Program. Under this program, employees have a choice of all available HMO plans if offered in the area in which they live. If no HMO plan is offered, the employee will be allowed to choose to either use the District's address for HMO availability or subscribe to PERS Choice. District shall pay one hundred percent (100%) of the premiums for employee and dependent coverage as offered by the program. If an employee chooses, he/she may pay the difference between the HMO plan offered (or PERS Choice, where applicable) and the plan of their choice. Employees covered by this contract shall be eligible for group health insurance the first day of the month following the date of hire.~~

~~2. Effective January 1, 2020, the Department shall contribute a maximum monthly amount of up to two thousand nine hundred thirty-two dollars and twenty cents (\$2,932.20).~~

~~3. Effective January 1, 2021, the Department shall contribute a maximum monthly amount of two thousand eight hundred fifty dollars (\$2850.00).~~

B. Cash In-Lieu of Group Medical Insurance

~~1. Employees that elect to waive coverage under the Department's medical insurance program beginning the first open enrollment period after adoption of this contract, shall be compensated five-hundred dollars (\$500) per month payable 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 medical insurance benefits.~~

~~Such benefits 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~~

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long as the waiver 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. Employees enrolled in individual coverage (including but not limited to Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive cash in-lieu for other health coverage, even if the coverage provides minimum value.

3. In order to participate in the cash in-lieu of medical insurance, the employee shall provide proof of alternate coverage and sign a waiver stating that she or he does have alternative coverage and that she or he understands that she or he will no longer receive coverage for themselves and their family through a Department provided plan. This will be required at every open enrollment period the employee elects to waive medical coverage.

4. Any such amount of medical reimbursement added to wages is not compensation for retirement purposes as defined by the CalPERS

C. Retiree Health

- 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 ~~District~~Department remains in the CalPERS program.
- Employees hired after February 29, 2012, who retire from the ~~El Dorado Hills County Water District~~Department (~~Fire Department~~), are eligible to receive a ~~District~~Department contribution toward their post-retirement health benefits if they: a) have a minimum of five (5) years of CalPERS-credited service with the ~~El Dorado Hills County Water District~~Department (~~Fire 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 ~~El Dorado Hills County Water District~~Department (~~Fire Department~~), their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.
- Employees meeting the criteria above will receive a ~~District~~Department contribution towards their post-retirement health benefits as defined in Government Code 22892 as follows:

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Total Credited Years of Service	Percent (%) of District 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%

D. Dental/Vision Insurance

The Department allots an accumulating fund (the Fund) for dental/vision care for each full-time and part-time (working a minimum of 32 hours per week) regular and probationary employee and his/her dependents as follows: One hundred twenty dollars (\$120.00) per month for an employee with no dependents, one hundred fifty dollars (\$150.00) per month for an employee with one dependent, and two hundred dollars (\$200.00) per month 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 Departments Dental Vision Program recognizes a dependent as up to age 23.) Each employee is entitled to draw upon his/her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non management (members of the EDHPFF) retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.

Retirees shall accrue one hundred dollars (\$100) per month with no dependents, and one hundred fifty dollars (\$150) per month with one qualified spouse. A qualified spouse is a husband or wife who was legally married to the member at least one year before the member retired. Additional dependents beyond spouse are not benefited in retirement.

- Employees hired prior to October 1, 2013 who qualify for post retirement benefits will be provided dental/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).
- Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post retirement dental/vision benefits if they have a minimum of ten years of CalPERS credited service with the El Dorado Hills Fire Department

- ~~In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan~~

~~If two employees are in the same family (husband-wife, parent-child, etc.) only one can receive the "family rate" the other member would receive the single rate, and be reimbursed for properly submitted requests as such. 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 the effective date of this Agreement

Employees hired prior to the effective date of this Agreement 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.

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 accumulating fund (the Fund) for dental/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/Vision Program recognizes a dependent as up to age 23.) Each participating employee is entitled to draw upon his or her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non-management retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect 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 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 retire during the term of this agreement shall only be eligible for the insurance coverage option as of the date of retirement.

Employees who enroll in 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 it runs out. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).

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- Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.

- In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.

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- If two (2) employees are in the same family (husband-wife, parent, or dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.

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2. Tier 2: Employees hired on or after the effective date of this Agreement

a. For employees hired on or after the effective date of this Agreement, 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 hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.

c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.

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 and be reimbursed for properly submitted requests as such.

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E. Life Insurance

- Each full-time employee and part-time employee working a minimum of 32 hours per week shall be granted ~~has~~ a minimum of twenty thousand dollars (\$20,000.00) term life insurance policy.

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F. Short-Term Disability Insurance

- Available to administrative support personnel only. Employees contribute through payroll tax to California's state disability insurance program.

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VII. RETIREMENT PLAN

~~El Dorado Hills Fire~~The Department provides retirement benefits under ~~the California Public Employees Retirement System~~ (Cal-PERS) for eligible employees.

Miscellaneous Non-Safety Employees

- Hired before November 27, 2012 (Classic Tier 1): CalPERS retirement formula of 3% @ 60 ~~with employees contributing 3% of their CalPERS reportable compensation.~~ (One Year Final Compensation)
- Hired after November 26, 2012, who are active CalPERS members prior to January 1, 2013 (Classic Tier 2): CalPERS retirement formula of 2% @ 55 ~~with employees contributing 3% of their CalPERS reportable compensation.~~ (Three Years Final Compensation)
- Hired after December 31, 2012, who are new CalPERS employees (Tier 3): 2% @ 62 (PEPRA): Employees shall contribute one-half (1/2) of the normal cost rate. (Three Years Final Compensation)

Classic Miscellaneous (Tier 1) Members

~~Effective the first pay period following July 1, 2016, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous employees shall contribute an additional one-half percent (0.5%) for a total of three and one-half percent (3.5%) 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 414(h)(2) and Government Code Section 20516.~~

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~~Effective the first pay period following July 1, 2017, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous employees shall contribute an additional one-half percent (0.5%) for a total of four percent (4%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2018, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous employees shall contribute an additional one-half percent (0.5%) for a total of four and one-half percent (4.5%) 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 414(h)(2) and Government Code Section 20516.~~

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Classic Miscellaneous (Tier 1) Members

Effective the first pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous Tier 1 employees shall contribute an additional one and one-half percent (1.5%) for a total of six and one-half percent (6.5%) 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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding 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.

Classic Tier 2 Miscellaneous (Tier 2) Members

~~Effective the first pay period following July 1, 2016, through contract amendment with CalPERS for cost sharing, Classic Tier 2 Miscellaneous employees shall contribute one half percent (0.5%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2017, through contract amendment with CalPERS for cost sharing, Classic Tier 2 Miscellaneous employees shall contribute an additional one half percent (0.5%) for a total of one percent (1%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2018, through contract amendment with CalPERS for cost sharing, Classic Tier 2 Miscellaneous employees shall contribute an additional one half percent (0.5%) for a total of one and one half percent (1.5%) 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 414(h)(2) and Government Code Section 20516.~~

Effective the first pay period following July 1, 2020~~19~~, through contract amendment with CalPERS for cost sharing, Classic ~~Tier 2~~ Miscellaneous (Tier 2) employees shall contribute an additional ~~one and one-half percent (1.5%)~~ for a total of ~~six and one-half two~~ percent (6.5~~2~~%) 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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to

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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.

New Members (Tier 3)

Employees who are "new members" as defined by PEPPRA shall be covered by the CalPERS Three Percent (3%) at 62 formula for Miscellaneous. 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.

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VIII. 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

All full-time non-shift personnel shall receive the following paid holidays:

1. January 1 - New Year's Day
 2. January - Martin Luther King Day (Observed)
 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 12 (Observed) - Columbus Day
 8. November 11 (Observed) - Veterans Day
 9. November (Fourth Thursday) - Thanksgiving
 10. November - Friday after Thanksgiving
 11. December 24 - Christmas Eve
 12. December 25 - Christmas Day
- ~~January 1 (New Year's Day)~~
~~Martin Luther King Jr.'s Birthday (Observed)~~
~~Presidents' Day (Third Monday in February)~~
~~Memorial Day~~
~~July 4th (Independence Day)~~
~~Labor Day~~
~~Columbus Day (October 12 - Observed)~~
~~Veterans' Day (November 11 - Observed)~~
~~Thanksgiving Day and the Friday after~~
~~Christmas Eve~~
~~Christmas Day~~

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In addition to the regularly recognized holidays, the Administrative Office will be closed from Christmas Eve through New Year's Day. Employees that elect to take time off during this scheduled office closure must use their accrued vacation or administrative leave for any day not recognized as a Department Holiday. Employees may elect to work during the days not recognized as a Department Holiday, in lieu of using accrued vacation or administrative leave.

X. VACATION

The following vacation accrual schedule applies to all Department Non-Shift Management Personnel.

Years of Service Completed	Hours/Year
0	1200 4 hours
5	1523 6 hours
10	1927 6 hours
15	2081 92 hours
20	2240 8 hours

- A. Part-time employees will accrue vacation on a pro-rated basis.
- B. Temporary employees do not accrue paid vacation.
- C. Vacation shall start accruing on the first full pay period day of the month following date of hire.
- D. Employees become eligible to take accrued vacation after six (6) months of active service as work schedules permit.
- E. Increases in vacation accrual rates are effective the first pay period following the employee’s anniversary date.
- F. Accrued vacation shall not exceed two hundred-eighty (280) hours at any given time. 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.

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XI. SICK LEAVE

- A. Sick leave shall accrue at a rate of one hundred thirty-six (136) hours per year for all Department Administrative Support personnel.
- B. Part-time employees will accrue sick leave on a pro-rated basis.
- C. Temporary employees do not accrue sick leave.
- D. Sick leave shall start accruing on the first full pay period day of the month following date of hire.
- E. Maximum accumulation of sick leave shall be unlimited.

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F. Payment of Unused Sick Leave

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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.

<u>Number of Sick Leave Days Accumulated</u>	
<u>Days Accumulated</u>	<u>Percentage of Days Compensation is Given</u>

<u>135+</u>	<u>60%</u>
<u>112-134</u>	<u>50%</u>
<u>88-111</u>	<u>40%</u>
<u>64-87</u>	<u>30%</u>
<u>41-63</u>	<u>20%</u>
<u>0-40</u>	<u>0%</u>

- 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, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between the Department and CalPERS. An employee may at his or her discretion convert all unused sick leave to CalPERS "Sick Leave Credit" and forgo compensation outlined in the table above.

F.

XII. ADMINISTRATIVE LEAVE

- Ten (10) work days of Administrative Leave shall be granted in any one fiscal year at the beginning of each calendar year to the Fire Chief, Director of Finance, Deputy Chief, Division Chiefs, and Administrative Battalion Chiefs (non shift) at the discretion of the Fire Chief and the Director of Human Resources. Administrative Leave days may not be carried over from one (1) calendar year to the next.

XIII. BEREAVEMENT LEAVE

Up to five (5) days per person per occurrence shall be granted due to the death of his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death. After bereavement leave has been exhausted, additional accrued leave may be granted at the discretion of the Fire Chief or designee.

- Administrative Support personnel are entitled to 5 scheduled workdays with pay for bereavement.

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

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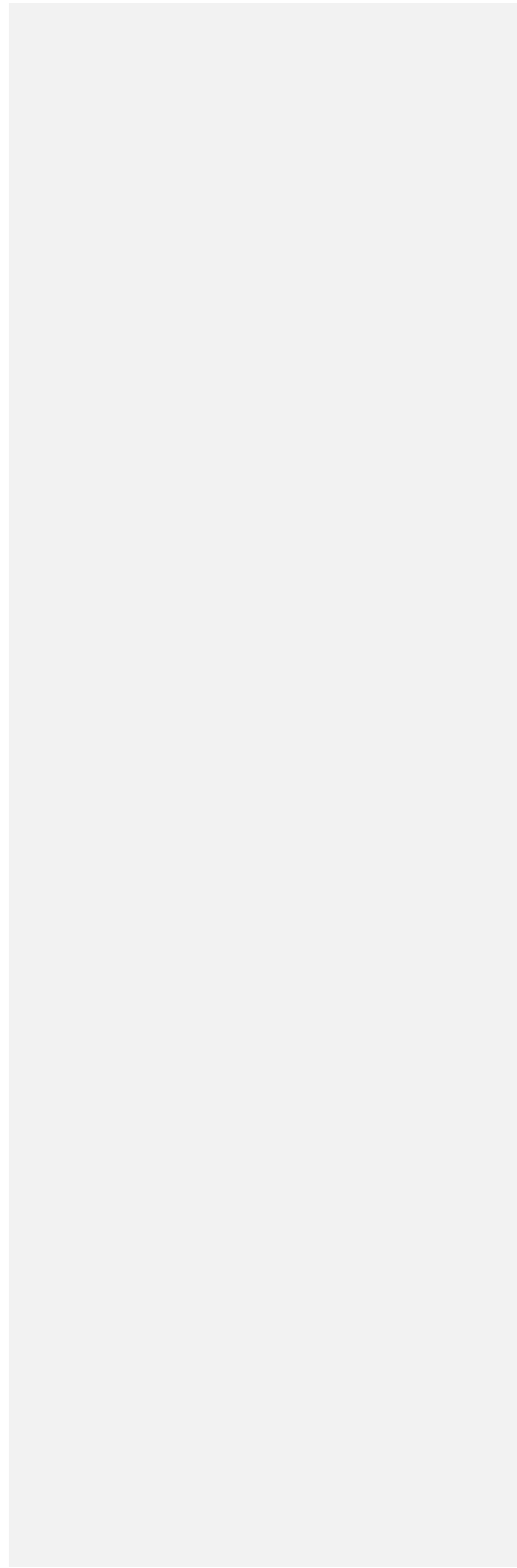
DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

| Dated: _____, 20196. By: _____
President

ATTEST:

| Dated: _____, 20196. By: _____
~~District Board~~ Secretary



EL DORADO HILLS COUNTY WATER
DISTRICT (FIRE DEPARTMENT)

Chief Officer
Deputy Chief and Fire
Marshal/Division Chief
(Unrepresented Management/Safety)

Wages and Benefits
Agreement

October 1, 2019 - June 30, 2023

Note: This is not a complete list of wages and benefits. For a complete and thorough explanation of wages, benefits and more, please view the Employee Handbook located on the Intranet>Governing Documents

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AGREEMENT

I. GENERAL

- A. This is an Agreement between the El Dorado Hills County Water District, also referred to as El Dorado Hills Fire Department (Department) and the Unrepresented Safety Management Chief Officers (Management), which includes the positions of Deputy Chief and Fire Marshal/Division Chief.
- B. This Agreement shall be for salary and employee benefit adjustments for the period commencing October 1, 2019 and ending June 30, 2023.
- C. This Agreement cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict.

II. SENIORITY

- A. Department seniority shall be based on total unbroken service in the Department as a full-time regular employee receiving benefits. The actual date of hire shall be used for this determination.
- B. 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 the senior.

III. TERMS AND CONDITIONS OF EMPLOYMENT

Salaries

- A. Effective the first full pay period after October 1, 2019, a two percent (2%) increase to base salary will be awarded to each classification covered by this Agreement. Reference the below salary schedule:

STEPS		1	2	3	4	5
DEPUTY CHIEF	H	\$78.62	\$82.26	\$86.07	\$90.08	\$94.29
	M	\$13,627	\$14,258	\$14,919	\$15,614	\$16,343
FIRE MARSHAL/DIVISION CHIEF	H	\$54.59	\$57.03	\$59.58	\$62.27	\$65.09
	M	\$9,463	\$9,885	\$10,326	\$10,794	\$11,281

***Salary data is based on an 80-hour biweekly pay period**

1. Effective the first full pay period after July 1, 2020, a three percent (3%) increase to base salary will be awarded to each classification covered by this Agreement. The salary schedule will be available at the time of this scheduled salary increase.
2. Effective the first full pay period after July 1, 2021, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this Agreement. The salary schedule will be available at the time of this scheduled salary increase.
3. Effective the first full pay period after October 1, 2021, a one percent (1%) increase to base salary may be awarded if growth in the El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2021-22 exceeds five percent (5%). For the salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2020-21 and the property tax revenue estimate provided by El Dorado County for (FY) 2021-22.
4. Effective the first full pay period after July 1, 2022, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this Agreement. The salary schedule will be available at the time of this scheduled increase.
5. An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.
6. An employee's step increase will be the first day of the first full pay period on or after the anniversary date of the position.
7. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.
8. Employees under this Agreement are Fair Labor Standards Act (FLSA) Exempt.
9. 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.
10. 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 line 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. Members 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.

C. Uniforms and Class-A Uniform Reimbursement:

The Department shall furnish and thereafter maintain, at no cost to the employees, all uniforms required in the performance of their job duties. The Department shall continue to report to the California Public Employees Retirement System (CalPERS), the estimated value of up to eight hundred dollars (\$800.00) annually for the purposes of issuing, cleaning, maintaining and replacing uniforms for Classic Sworn CalPERS members.

The agency shall reimburse each member 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 member has completed their probationary period and the reimbursement request is accompanied by a detailed receipt.

Uniforms which are damaged in the line of duty or that are in need of replacement must be reported to their supervisor immediately. The final determination as to the replacement of any uniforms is left to the discretion of the Fire Chief.

D. Acting Position

Unrepresented Deputy Chiefs may voluntarily “downgrade” to cover for a Battalion Chief vacancy in staffing. The Battalion Chief overtime rate of pay will be used to calculate the overtime compensation for hours worked.

E. 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.

F. Education and Certification Incentive Pay

In addition to the base salaries set forth in Section A hereof, employees with the following educational degrees and/or certificates shall receive additional compensation as specified below.

To be compensated for an Associate's, Bachelor's, or Master's Degree, the employee must submit an official copy of their transcripts to the Department. The official transcripts should 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 the Department. A copy of the certificate will be retained in the Department files.

Education Incentive:

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

- AA/AS: \$250
- BA/BS: \$500
- MA/MS: \$750

Certification Incentive:

- Chief Fire Officer: \$500*

*Chief Fire Officer certification pay may be paid in addition to an educational degree.

G. Paramedic Compensation and reimbursement

Chief Officers who are paramedics must be in good standing with the State of California EMSA to be eligible for incentive pay, as outlined below:

- CA State Paramedic License: \$200 per month.

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.)

1. ACLS – Advanced Life Support (Bi-annual certification).
2. PALS/PEPP – Pediatric Advanced Life Support (Bi-annual certification).

3. Class fees shall be reimbursed upon documentation of successful completion and shall not exceed two hundred dollars (\$200) per class.
4. The Department shall reimburse the fee for the State Paramedic License.

H. Longevity Pay

The Department shall provide longevity pay as set forth hereinafter. All personnel shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods and included on each pay period throughout the year. Longevity Pay eligibility will include all years of CalPERS-credited service, including any service with another public agency. Longevity pay increases shall be effective on the first full pay-period following the employee's anniversary date.

Upon Completion of Years of Service	Annual Pay
10	\$2,500
15	\$2,750
20	\$3,000
25	\$3,500
30	\$4,000

IV. RETIREMENT

A. Classic Safety (Tier 1) Members

Employees hired before November 27, 2012, shall be covered CalPERS Three Percent (3%) at Fifty (50) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21573), 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.

Classic Safety (Tier 1) employees shall contribute a total of nine percent (9%) 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.

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of ten and one half percent (10.5%) of their CalPERS reportable compensation (excluding 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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding 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 26, 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 21573), 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.

Classic Safety (Tier 2) employees shall contribute an additional one-and-one-half percent (1.5%), for a total of nine percent (9%) 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.

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of ten and one half percent (10.5%) of their CalPERS reportable compensation (excluding 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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding 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 PEPRRA shall be covered by the CalPERS Two and Seven Tenths Percent (2.7%) at 57 formula for Safety Members (2.7%) at 57 Safety Plan, with the 1959 Survivor Benefits at the Fourth Level (Section 21573), 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.

V. **HEALTH AND WELFARE BENEFITS**

A. Health Insurance

1. Department shall continue its participation in the CalPERS Health Program. Employees covered by this contract shall be eligible for group health insurance the first day of the month following the date of hire.
2. Effective January 1, 2020, the Department shall contribute a maximum monthly amount of up to two thousand nine hundred thirty-two dollars and twenty cents (\$2,932.20).
3. Effective January 1, 2021, the Department shall contribute a maximum monthly amount of two thousand eight hundred fifty dollars (\$2850.00).

B. Cash In-Lieu of Group Medical Insurance

1. Employees that elect to waive coverage under the Department’s medical insurance program, beginning the first open enrollment period after adoption of this contract, shall be compensated five-hundred dollars (\$500) per month payable 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 medical insurance benefits.

Such benefits 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 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. Employees enrolled in individual coverage (including but not limited to Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive cash in-lieu for other health coverage, even if the coverage provides minimum value.
3. In order to participate in the cash in-lieu of medical insurance, the employee shall provide proof of alternate coverage and sign a declination of coverage

stating that he or she has alternative coverage and that he or she understands that he or she will no longer receive coverage for themselves and their family through a Department provided plan. This will be required at every open enrollment period the employee elects to waive medical coverage.

4. Any such amount of medical reimbursement added to wages is not compensation for retirement purposes, as defined by the CalPERS.

C. 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 retire from the Department, are eligible to receive a Department contribution toward their post-retirement health benefits 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 Government Code Section 22892 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%

D. Dental/Vision

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 the effective date of this Agreement

Employees hired prior to the effective date of this Agreement 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.

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 accumulating fund (the Fund) for dental/vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents;
- \$ 80.77 for an employee with one (1) dependent;
- \$ 103.85 for an employee with two (2) 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/Vision Program recognizes a dependent as up to age 23.) Each participating employee is entitled to draw upon his or her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non-management retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect 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 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 and any employee who retires during the term of this Agreement shall only be eligible for the insurance coverage option as of the date of retirement.

Employees who enroll in 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/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).
- b. Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.
- 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 and be reimbursed for properly submitted requests as such.

2. Tier 2: Employees hired on or after the effective date of this Agreement

- a. For employees hired on or after the effective date of this Agreement, 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 hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.
- 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 and be reimbursed for properly submitted requests as such.

E. Life Insurance

Department shall provide a minimum of twenty thousand dollars (\$20,000.00) term life insurance policy in the name of each employee and each employee shall have the right to designate the beneficiary of said policy.

F. Disability Insurance

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

G. 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.

VI. 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. 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. All personnel assigned to a forty (40) hour Administrative schedule shall receive the following paid holidays:
1. January 1 - New Year's Day
 2. January - Martin Luther King Day (Observed)
 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 12 (Observed) - Columbus Day
 8. November 11 (Observed) - Veterans Day
 9. November (Fourth Thursday) - Thanksgiving
 10. November - Friday after Thanksgiving
 11. December 24 - Christmas Eve
 12. December 25 - Christmas Day

In addition to the regularly recognized holidays, the Administrative Office will be closed from Christmas Eve through New Year's Day. Employees that elect to take time off during this scheduled office closure must use their accrued vacation or administrative leave for any day not recognized as a Department Holiday. Employees may elect to work during the days not recognized as a Department Holiday, in lieu of using accrued vacation or administrative leave.

VII. VACATION

A. Vacation Accrual

Twenty-eight (28) working days 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 monthly basis with a

maximum accumulation for non-shift employees of thirty-five (35) working days and for shift employees of three-hundred eighty-four (384) hours. 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.

2. Vacation time may be exercised at any time throughout the year after reasonable notice has been given by the employee, with the following exceptions:
 - a. The required two (2) weeks of active duty and one (1) weekend per month of required inactive duty for military leave is exempt from two-shift-employees per shift restriction.
 - b. Other exceptions as authorized by the Fire Chief.
3. 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. During employment, an employee may elect to receive cash in lieu of accrued vacation leave at one hundred percent (100%) of the employees' base hourly rate, subject to the following restriction:
 - 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.

VIII. SICK LEAVE

- A. Sick Leave is defined as leave taken to care for self or family (kin) in the event of illness or injury, as defined in California Labor Code Section 233.
- B. Employees may use sick leave due to the death of a current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death. Shift employees may take up to seventy-two (72) hours of accrued sick leave, and non-shift employees may take up to forty-eight (48) hours of accrued sick leave for any one (1) death.
- C. Any employee exercising his or her leave rights shall be able to exhaust all available means of leave afforded to him or her, (i.e. sick leave, vacation time, shift trades, etc.) prior to initiating Family and Medical Leave Act (FMLA) if he or she so chooses.

1. Sick Leave Accrual

Sick Leave shall be accrued on a prorated monthly basis at the following rate:

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

2. Illness/Injury During Vacation

An employee who becomes ill or injured while on vacation may have such period of illness or injury charged to the employee's accumulated sick leave rather than vacation, provided that: Immediately upon return to duty, the employee submits to the Fire Chief a written request for sick leave, accompanied by a signed statement from the employee's attending physician indicating the dates of the employee's illness.

3. 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 day's/shift's work. 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.

4. 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. All means of available leave is defined as: employee's accrued sick leave, accrued vacation time, and 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 may be subject to discipline.

5. Payment of Unused Sick Leave

- a. 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.

Number of Sick Leave Days Accumulated		Percentage of Days for Which Compensation is Given
Shift Employees	Non-Shift Employees	
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%

- b. 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.
- c. Upon an employee's retirement, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between the Department and CalPERS. An employee may at his or her discretion convert all unused sick leave to CalPERS "Sick Leave 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.

IX. BEREAVEMENT LEAVE

Up to five (5) days per person per occurrence shall be granted due to the death of his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death. After bereavement leave has been exhausted, additional accrued leave may be granted at the sole discretion of the Fire Chief.

X. BUMP BACK RIGHTS

A. In the event the Board of Directors or Fire Chief, in its exclusive judgment, ultimately decides that a reduction in force or reassignment of positions shall be implemented, the following shall apply:

1. Procedures

- a. The Fire Chief shall designate those employees to be reassigned.
- b. Any employee of this unit/agreement shall be permitted to “bump back” to a lower classification for which he or she is qualified, as assigned by the Fire Chief.
- c. A “bump back” employee shall receive a maximum ten percent (10%) reduction in salary and shall have that salary “Y-Rated.”
- d. During such time as a “bump back” employee’s salary remains above the top step for an assigned classification, that employee shall not receive further salary increases.

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: _____, 2019.

By: _____
Its: President

By: _____
Its: Fire Chief

Dated: _____, 2019.

ATTEST:

By: _____
Its: Board Secretary

Effective: October 1, 2019

Adopted: _

EL DORADO HILLS COUNTY WATER
DISTRICT (FIRE DEPARTMENT)

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Chief Officer
Deputy Chief and Fire
Marshal/Division Chief
(Unrepresented Management)
Wages and Benefits
Agreement
October 1, 2019 - June 30, 2023

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Agreement for:

UNREPRESENTED

MANAGEMENT GROUP

(Unrepresented Chief Officers)



~~April 21, 2016~~ October 1, 2019 - ~~September 30, 2023~~ 2019

Note: This is not a complete list of wages and benefits. For a complete and thorough explanation of wages, benefits and more, please view the Employee Handbook located on the Intranet>Governing Documents

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AGREEMENT

I. GENERAL

~~A.~~ The El Dorado Hills Fire Departments Unrepresented Management Group of Unrepresented Chief Officers (herein referenced to as "Management") and representatives of the El Dorado Hills County Water District dba El Dorado Hills Fire Department (Department) (herein referenced to as "District") have met and conferred in good faith regarding wages, benefits, hours and other terms and conditions of employment with respect to employees of the District/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. This is an agreement between the El Dorado Hills County Water District, also referred to as El Dorado Hills Fire Department (Department) and the Unrepresented Safety Management Chief Officers (Management), which includes the positions of Deputy Chief and Fire Marshal/Division Chief.

~~A.~~
~~B.~~ This Agreement shall be for salary and employee benefit adjustments for the period commencing ~~April 21, 2016~~ October 1, 2019 and ending ~~September June 30, 2019~~ 2023.

~~C.B.~~ This Agreement cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict.

II. DISTRICT-DEPARTMENT AND EMPLOYEE RIGHTS

A. District-Department Rights:- ~~District-Department~~ retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by ~~District-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 ~~District-Department~~ Department ~~strict~~ 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.

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~~B. — Employee Rights. The employee retains all rights conferred by applicable local, state and federal laws and in accordance with Sections 3500 of the Government Code.~~

III. NON-DISCRIMINATION

~~A. — There shall be no discrimination because of race, creed, color, national origin, religion, or sex against any employee by Management or the District and to the extent prohibited by applicable State and Federal law; there shall be no discrimination against any handicapped person solely because of such handicap.~~

IV.III. SENIORITY

A. ~~Department District~~ seniority shall be based on total unbroken service in the ~~Department District~~ as a full-time regular employee receiving benefits. The actual date of hire shall be used for this determination.

B. In the event two (2) or more persons are hired on the same calendar date, seniority in the ~~Department District~~ shall be determined in accordance with their respective standing on the entry level-hiring list. The employee attaining the highest numerical standing shall be the senior.

~~C. — In the event one or more person is 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 Chief Interview. The employee with the highest standing shall be the more senior.~~

IV.IV. TERMS AND CONDITIONS OF EMPLOYMENT

A. Salaries:

~~1. — The salary ranges, based on employee classifications, shall be as follows, and the effective date of pay shall be the date of the first pay period, which includes July 1 of each year, to coincide with pay schedules.~~

~~Effective: September 30, 20142019~~

~~Effective the first full pay period after October 1, 2019, a two percent (2%) increase to base salary* will be awarded to each classification covered by this agreement. Reference the below salary schedule:~~

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STEPS		1	2	3	4	5
DEPUTY CHIEF	H	\$66,297.31 31,78.62	\$69,607.48 8,782.26	\$78,617.30 8,86.07	\$82,557.60 7,490.08	\$86,688.00 5,894.29
	M	\$12,359.41 1,490	\$12,065.92 13,627	\$12,668.10 7,814,258	\$13,301.10 3,627	\$13,966.10 14,919
FIRE MARSHAL/DIVISION CHIEF	H	\$58,676.31 11,54.59	\$61,606.60 26,57.03	\$64,686.90 57,59.58	\$67,927.30 06,62.27	\$71,317.60 74,65.09
	M	\$10,169.10 0,939	\$10,678.10 9,463	\$11,212.10 1,486	\$11,772.10 2,060	\$12,361.10 10,32
BATTALION CHIEF (ADMIN)	H	\$54,595.53 .33	\$57,035.56 .00	\$59,585.58 .80	\$62,275.61 .74	\$65,095.64 .82
	M	\$9,463.92 244	\$9,885.92 706	\$10,326.51 0,191	\$10,794.51 0,701	\$11,281.51 1,236
BATTALION CHIEF (SHIFT)	H	\$35.44*	\$37.21*	\$39.07*	\$41.03*	\$43.08*
	M	\$8,600	\$9,030	\$9,482	\$9,956	\$10,453

*Salary data is based on a 56-hour biweekly pay period

2. An employee shall remain in a step for a period of one year before being eligible for a step increase.
3. An employee's step increase will be the first day of the first full pay period on or after the anniversary date of the position.
4. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.
1. **Salary Adjustment:** Any salary adjustment shall be contingent upon the availability of funds. Terms: 0.5% increase in base salary for every 1% (or portion thereof) growth in El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2016-17 and (FY) 2018-19 with a maximum of 5% salary increase in (FY) 2016-17 and a maximum of 4% in (FY) 2018-19. (Example: 3% property tax growth equals 1.5% increase in base salary). Future Salary Adjustments will be added to the base salary increments per rank. In the event that Property Tax Revenue return is negative for (FY) 2016-2017 a corresponding reduction in employee base salary will be reduced utilizing the following formula: 0.5% reduction in base salary for every 1% decrease Property Tax revenue from the previous Fiscal Year for a maximum reduction

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~~of 4% during the term of the contract. Effective the first full pay period after July 1, 2020, a three percent (3%) increase to base salary will be awarded. The salary schedule will be available at the time of this scheduled salary increase.~~
~~5.~~

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~~6. Any salary adjustment provided for in this section will be effective the first day of the first pay period after October 1st, 2016 & October 1st, 2018.~~

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~~2. Effective the first full pay period after July 1, 2021, a two and one-half percent (2.5%) increase to base salary will be awarded to each classification covered by this agreement. The salary schedule will be available at the time of this scheduled salary increase.~~

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~~3. Effective the first full pay period after October 1, 2021, a one percent (1%) increase to base salary may be awarded to each classification covered by this agreement if growth in the El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2021-22 exceeds five percent (5%). For the salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2020-21 and the property tax revenue estimate provided by El Dorado County for (FY) 2021-22.~~

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~~4. Effective the first full pay period after July 1, 2022, a two and one-half percent* (2.5%) increase to base salary will be awarded to each classification covered by this agreement. The salary schedule will be available at the time of this scheduled increase.~~

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~~5. An employee shall remain in a step for a period of one year before being eligible for a step increase.~~

~~6. An employee's step increase will be the first day of the first full pay period on or after the anniversary date of the position.~~

~~7. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.~~

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~~7. For the (FY) 2016-17 salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2015-16 and the budgeted property tax revenue for (FY) 2016-17. For the (FY) 2018-19 salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2017-18 and the budgeted property tax revenue for (FY) 2018-19.~~

~~8. No employee shall be involuntarily reassigned, through promotion, demotion or other action, to a forty-hour non-suppression assignment schedule.~~

~~9. Any member assigned to a forty-hour schedule (Suppression or Administrative) shall receive a 7.5% increase to their current monthly pay rate. The employees' pay rate shall be calculated by dividing their monthly salary~~

pay rate by 2,080. Members who have been approved to work a light duty assignment are not eligible to receive the 7.5% increase.

~~10.8.~~ Employees under this Agreement are FLSA Exempt Constant FLSA will be paid at a standard rate of three (3) hours per week at employee base pay rate X 1.5. Only members assigned to a fifty six hour Suppression schedule are eligible for FLSA pay. Constant FLSA pay shall begin on the first day of the first FLSA period after approval of this contract.

~~11.9.~~ 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.

~~12.10.~~ 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 line 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: Employees assigned to a twenty four (24) hour work schedule in fire suppression shall work a fifty six (56) hour week. The fifty six (56) hour week shall be scheduled 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.~~

~~1.~~ Employees assigned to a twenty-four (24) hour work schedule in fire suppression shall work a fifty six (56) hour week. The fifty six (56) hour week shall be scheduled 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. Members assigned to an Administrative forty (40) hour schedule are eligible to work a modified schedule, such as a ~~Example~~, "Flex 9/80" or "4/10" or other modified schedule at the discretion of the Fire Chief.

C. Uniforms and Class A Uniform Reimbursement Allowance:-

- ~~Each~~ The Department shall furnish and thereafter maintain, at no cost to the employee all uniforms required in the performance of their job duties. The Department shall continue to report to the California Public Employees Retirement System (CalPERS) the estimated value of up to eight hundred dollars (\$800.00) annually for purposes of issuing, cleaning, maintaining and replacing uniforms for Classic Sworn CalPERS members. ~~employee shall receive an annual clothing allowance of EIGHT HUNDED DOLLARS (\$800.00), payable in equal installments on the first full pay period of July and January. All members shall receive a uniform allowance regardless of their schedule/assignment.~~

The agency shall reimburse each member 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 member has completed their probationary period and the reimbursement request is accompanied by a detailed receipt.

Uniforms which are damaged in the line of duty or that are in need of replacement must be reported to their supervisor immediately. The final determination as to the replacement of any uniforms is left to the discretion of the Fire Chief.~~receipt.~~

~~Employees who have already purchased a "Class A" uniform and a detailed receipt is not available, reimbursement shall be made after verification that the employee has the "Class A" in their possession.~~

D. Overtime Acting Position

- Authorization.—The District Fire Chief or ~~his/her/his or her~~ designee may require and shall authorize the performance of any overtime work in advance of 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.

- Definition.—~~Unrepresented Deputy Chiefs Officers may voluntarily work down/downgrade" to cover for a Battalion Chief vacancy in staffing. The Battalion Chief overtime rate of pay will be used to calculate the overtime compensation for the hours worked.~~ Overtime and hours worked shall be defined as per the Fair Labor Standards Act. The provisions of this paragraph are intended to comply with the rules set forth in the Fair Labor Standards Act (29 U.S.C. 201 et seq.) regarding overtime pay to personnel. At such time as said act may be amended to exempt District personnel from its provisions, then this Memorandum of Understanding shall be amended by action of the Board of Directors to provide that overtime shall be defined as any authorized time worked by shift personnel beyond fifty six (56) hours in one work week and

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~~fifty two (52) weeks per year and any authorized time worked by non shift personnel in excess of forty (40) hours in one work week.~~

- ~~3. Compensation. Overtime shall be compensated at one and one half (1 1/2) times the employee's basic hourly rate of pay. Basic hourly rate of pay for shift personnel shall be determined on the basis of fifty six (56) hours per week and fifty two (52) weeks per year. Basic hourly rate of pay for non shift employees shall be determined on the basis of forty (40) hours per week and fifty two (52) weeks per year.~~

~~Overtime worked on a fifty six hour schedule that is covered by an employee assigned to a forty hour schedule (Administrative or Suppression) shall be paid at the fifty six hour rate.~~

~~Overtime worked on a forty hour schedule by employees assigned to a forty hour schedule (Administrative or Suppression) shall be paid at 1.5 times their current hourly rate.~~

E. 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.

F. Education and Certification Incentive Pay:-

In addition to the base salaries set forth in Section A hereof, employees with the following educational degrees and/or certificates shall receive additional compensation as specified below. ~~provided a current certificate is presented to the District Department.~~

To be compensated for an Associate's, Bachelor's, or Master's Degree, ~~thean~~ employee must submit ~~a diploma and~~ an official copy of their transcripts to the Department. ~~A copy of the diploma (only) will be retained in the District Department files. No copies or other facsimiles of the employees' transcripts will be made by any member of the department. Both items will be returned to the employee immediately after the Chief verifies eligibility.~~ The official transcripts should be mailed directly from the college or university where the degree was attained to the Department addressed c/o ~~Fire Chief XXX~~Director of Human Resources-Confidential. This will allow the Fire Cehief to easily confirm that the degree has been 'conferred' to the applicant. The official transcripts must be from a regionally or nationally accredited school, recognized by the United States-S: 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.)

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To be compensated for a certification incentive, the employee must submit a copy of their certificate to the Department. A copy of the certificate will be retained in the Department files.

Education Incentive:

All ~~formal~~ educational degree incentives are non-stackable. Employees shall receive the following monthly educational incentive pay which ~~The following monthly, fixed-rate educational incentives~~ are subject to the same limitations and requirements outlined above:;

- AA/AS: _____ \$250
- BA/BS: _____ \$500
- MA/MS: _____ \$750
- ~~Fire Officer: _____ \$250*~~

Certification Incentive:

- Chief Fire Officer: \$500*

~~*Chief Fire Officer pay is stackable in addition to a formal certification pay may be paid in addition to an educational degree. Fire Officer Incentive will only be reimbursed for a period of two years from the date of this agreement. Following the two years the Fire Officer Incentive will no longer be paid to Chief Office personnel.~~

G. Paramedic Compensation and reimbursement.

Those Chief Officers who are paramedics must be in good standing with the State of California EMSA to be eligible for incentive pay.

- CA State Paramedic License: \$200 pera month

The ~~District-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.)

- 1. ACLS – Advanced Life Support (Bi-annual certification)
- 2. PALS/PEPP – Pediatric Advanced Life Support (Bi-annual certification.)
- 3. Class fees shall be reimbursed upon documentation of successful completion and shall not exceed two hundred dollars (\$200) per class.
- 4. The ~~District-Department~~ shall reimburse the fee for the State Paramedic License.

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H. Longevity Pay:

The ~~District~~ Department shall provide an equitable distribution of longevity pay as set forth hereinafter. All personnel shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods and included on each pay period throughout the year. Longevity Pay eligibility will include all years of CalPERS-credited service, including any service with another public agency.

<u>Upon Completion of Years of Service</u>	<u>Annual Pay</u>
10	\$500
15	\$750
20	\$1,000
25	\$1,500
30	\$2,000

~~The District shall provide a one-time adjustment in years of service as they relate to the Longevity Pay for the Deputy Chief. The one-time adjustment will take into account the Deputy Chief's total years of full-time paid fire service and apply them to the Longevity Pay table(s) as described in this agreement. The adjustment will take place over a three-year period in which time the adjustment of the Deputy Chief's years of service will be final. The table below describes this adjustment and the dates/pay that will be disbursed.~~

<u>Effective Date:</u>	<u>Annual Pay</u>	<u>Years of Service</u>
July 1, 2016	\$500	10
July 1, 2017	\$750	15
July 1, 2018	\$1,000	20

~~Effective July 1, 2019~~

Upon Completion of Years of Service	Annual Pay
10	\$2,500
15	\$2,750
20	\$3,000
25	\$3,500
30	\$4,000

~~*Note: Years of Service must be as a paid employee of the District/Department and continuous, without interruption with the exception of the Deputy Chief.~~ Longevity pay increases shall be effective on the first full pay-period following the employee's anniversary date.

VI.V. RETIREMENT

- A. Classic Safety (Tier 1): Employees hired before November 27, 2012, shall be covered by the ~~California Public Employees Retirement System (CalPERS)~~ Three Percent (3%) at Fifty (50) formula for Safety Members ~~(3% at 50 Safety Plan)~~, with the 1959 Survivor Benefits at the ~~Third-Fourth~~ Level (section 21573), with One Year Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The ~~District/Department~~ shall treat Employer-Paid Member Contributions (EPMC) as CalPERS reportable compensation.

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~~Effective September 20, 2011 of the contract amendment with CalPERS for cost sharing of additional benefits, employees shall contribute three percent (3%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following October 1, 2016, through contract amendment with CalPERS for cost sharing, Classic Safety employees shall contribute an additional three percent (3%) for a total of six percent (6%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following October 1, 2018, through contract amendment with CalPERS for cost sharing, Classic Safety employees shall contribute an additional one and one-half percent (1.5%), for a total of seven and one-half percent (7.5%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2019, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of nine percent (9%) 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.~~

~~Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of ten and one-half percent (10.5%) of their CalPERS reportable compensation (excluding 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.~~

~~Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding 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): Employees hired after November 26, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), active members of CalPERS or other public retirement system prior to January 1, 2013, shall be covered by the CalPERS Three Percent (3%) at Fifty-Five (55) formula for Safety Members, with the 1959 Survivor Benefits at the Third-Fourth Level (section 21573), with Three Years Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The District/Department shall treat Employer-Paid Member Contributions as CalPERS reportable compensation.

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~~Effective on the date of the contract amendment with CalPERS for cost sharing of additional benefits, employees shall contribute three percent (3%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following October 1, 2016, through contract amendment with CalPERS for cost sharing, Classic (Tier 2) Safety employees shall contribute an additional three percent (3%) for a total of six percent (6%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following October 1, 2018, through contract amendment with CalPERS for cost sharing, Classic (Tier 2) Safety employees shall contribute an additional one and one-half percent (1.5%), for a total of seven and one-half percent (7.5%) 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 414(h)(2) and Government Code Section 20516.~~

~~Effective the first pay period following July 1, 2019, through contract amendment with CalPERS for cost sharing, Classic (Tier 2) Safety (Tier 2) employees shall contribute an additional one-and-one-half percent (1.5%), for a total of nine percent (9%) 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.~~

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of ten and one-half percent (10.5%) of their CalPERS reportable compensation (excluding 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.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an

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additional one and one-half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding 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)

~~C.~~ Employees ~~hired after December 31, 2012,~~ who are "new members" as defined by PEPRA (employees who became a member of a public retirement system for the first time on or after January 1, 2013 as per PEPRA) shall be covered by the CalPERS Two and Seven Tenths Percent (2.7%) at 57 formula for Safety Members (2.7%) at 57 Safety Plan, with the 1959 Survivor Benefits at the ~~Third-Fourth~~ Level (section 21573), 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 (currently 11.5%). This contribution may fluctuate with fluctuations in the normal cost rate,

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VII. VI. HEALTH AND WELFARE BENEFIT

A. Health

~~District/Department shall continue its participation in the Public Employees Retirement System (CalPERS) Health Program. Under this program, employees have a choice of all available HMO plans if offered in the area in which they live. If no HMO plan is offered, the employee will be allowed to choose to either use the District's address for HMO availability or subscribe to PERS Choice. District shall pay one hundred percent (100%) of the premiums for employee and dependent coverage as offered by the program. If an employee chooses, he/she may pay the difference between the HMO plan offered (or PERS Choice, where applicable) and the plan of their choice.~~

1. Employees covered by this contract shall be eligible for group health insurance the first day of the month following the date of hire.
2. Effective January 1, 2020, the Department shall contribute a maximum monthly amount of up to two thousand nine hundred thirty-two dollars and twenty cents (\$2,932.20).
3. Effective January 1, 2021, the Department shall contribute a maximum monthly amount of two thousand eight hundred fifty dollars (\$2850.00).

A. Cash In-Lieu of Group Medical Insurance

1. Employees that elect to waive coverage under the Department's medical insurance program beginning the first open enrollment period after adoption of this contract, shall be compensated five-hundred dollars (\$500) per month payable 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 medical insurance benefits.

Such benefits 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 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. Employees enrolled in individual coverage (including but not limited to) Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive cash in-lieu for other health coverage, even if the coverage provides minimum value.
3. In order to participate in the cash in-lieu of medical insurance, the employee shall provide proof of alternate coverage and sign a declination of coverage stating that she or he does have alternative coverage and that she or he understands that she or he will no longer receive coverage for themselves and their family through a Department provided plan. This will be required at every open enrollment period the employee elects to waive medical coverage.
4. Any such amount of medical reimbursement added to wages is not compensation for retirement purposes as defined by the CalPERS.

4.

1. Retiree Health

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 ~~District~~ Department remains in the CalPERS program.

2. Employees hired after February 29, 2012, who retire from the ~~El Dorado Hills County Water District~~ Department ~~(Fire Department)~~ Department, are eligible to receive a ~~District~~ Department contribution toward their post-retirement health benefits if they: a) have a minimum of five (5) years of CalPERS-credited service with the ~~El Dorado Hills County Water District~~ Department ~~(Fire 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 ~~El Dorado Hills County Water District~~ Department ~~(Fire Department)~~, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.

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3. Employees meeting the criteria above will receive a ~~District~~ Department contribution towards their post-retirement health benefits as defined in Government Code 22892 as follows:

Total Credited Years of Service	Percent (%) of District <u>Department</u> 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%

~~A.B.~~ Dental/Vision-

~~The Department allots an accumulating fund (the Fund) for dental/vision care for each full time and part time (working a minimum of 32 hours per week) regular and probationary employee and his/her/his or her dependents as follows: One hundred twenty dollars (\$120.00) per month for an employee with no dependents, one hundred fifty dollars (\$150.00) per month for an employee with one dependent, and two hundred dollars (\$200.00) per month 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 Departments Dental Vision Program recognizes a dependent as up to age 23.) Each employee is entitled to draw upon his/her/his or her contributed share of the Fund for dental/vision charges, in accordance with the Department Policy Manual, provided~~

~~written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non management (members of the EDHPPF) retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.~~

~~Retirees shall accrue one hundred dollars (\$100) per month with no dependents, and one hundred fifty dollars (\$150) per month with one qualified spouse. A qualified spouse is a husband or wife who was legally married to the member at least one year before the member retired. Additional dependents beyond spouse are not benefited in retirement.~~

- ~~• Employees hired prior to October 1, 2013 who qualify for post retirement benefits will be provided dental/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).~~
- ~~• Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten years of CalPERS credited service with the El Dorado Hills Fire Department~~
- ~~• In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan~~
- ~~• If two employees are in the same family (husband wife, parent child, etc.) only one can receive the "family rate" the other member would receive the single rate, and be reimbursed for properly submitted requests as such.~~

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

Tier 1: Employees hired prior to the effective date of this Agreement

~~Employees hired prior to the effective date of this Agreement 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.~~

~~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 accumulating fund (the Fund) for dental/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/Vision Program recognizes a dependent as up to age 23.) Each participating employee is entitled to draw upon his or her contributed share of the Fund for dental/vision charges, in~~

accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). Safety, non-management retirees carry over their existing dental/vision account balance and are allowed to draw up to their contributed share of the Fund for dental/vision charges, provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect 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 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 retire during the term of this agreement shall only be eligible for the insurance coverage option as of the date of retirement.

Employees who enroll in 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 it runs out. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- Employees hired prior to October 1, 2013 who qualify for post-retirement benefits will be provided dental/vision benefits into retirement at the above rate with no years of service restrictions (grandfathered).
- Employees hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.
- If two (2) employees are in the same family (husband-wife, parent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.

Tier 2: Employees hired on or after the effective date of this Agreement

- a. For employees hired on or after the effective date of this Agreement, 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 hired after October 1, 2013, who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental/vision benefits if they have a minimum of ten (10) years of CalPERS credited service with the Department.

c. In order to receive the dental/vision benefit the member must be enrolled in the Department's healthcare plan.

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 and be reimbursed for properly submitted requests as such.

B.C. Life Insurance. ~~District~~Department shall maintain a ~~TWENTY THOUSAND DOLLAR~~minimum of twenty thousand dollars (\$20,000.00) term life insurance policy in the name of each employee; each employee shall have the right to designate the beneficiary of said policy.

C.D. Disability Insurance. ~~District~~Department shall maintain a sixty ~~(60)~~-day disability insurance policy as provided by California Association of Professional Firefighters for safety personnel.

F. Flexible Spending Accounts

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

D.

VIII.VII. HOLIDAYS

A. The ~~District~~Department shall provide an equitable distribution of 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~~ divided by twenty-six (26) pay periods and this amount will be included on each pay period throughout the year. 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. All personnel assigned to a forty ~~(40)~~-hour Administrative schedule shall receive the following paid holidays:

- ~~B.~~
 - 1. January 1 - New Year's Day
 - 2. January - Martin Luther King Day (Observed)
 - 3. February (3rd Monday) - President's Day
 - 4. May (Last Monday) - Memorial Day
 - 5. July 4 - Independence Day
 - 6. September (1st Monday) - Labor Day

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- 7. October 12 (Observed) - Columbus Day
- 8. November 11 (Observed) - ~~Veterans~~Armistice Day
- 9. November (Fourth Thursday) - Thanksgiving
- 10. _____ November - Friday after Thanksgiving
- 11. _____ December 24 - Christmas Eve
- 12. _____ December 25 - Christmas Day

~~C. — All Personnel, assigned to a forty-hour Administrative Schedule who are required to work on a holiday, shall be entitled to compensation at two (2) times his/her/his or her basic rate of pay, calculated in accordance with Article V, Section D (3), of this Agreement~~

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

~~In addition to the regularly recognized holidays, the Administrative Office will be closed from Christmas Eve through New Year's Day. Employees that elect to take time off during this scheduled office closure must use their accrued vacation or administrative leave for any day not recognized as a Department Holiday. Employees may elect to work during the days not recognized as a Holiday, in lieu of using accrued vacation or administrative leave.~~

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~~IX.VIII.~~ **VACATION**

~~A. **Benefits.** Employees shall receive the following vacation benefits according to their years of employment with the District as follows:~~

- ~~1. — Up to five (5) years employment: thirteen (13) working days per year for non-shift and one hundred forty four (144) hours per year for shift employees.~~
- ~~2. — More than five (5) years and up to and including ten (10) years employment: seventeen (17) working days per year for non-shift and one hundred ninety-two (192) hours per year for shift employees.~~
- ~~3. — More than ten (10) years and up to and including fifteen (15) years employment: twenty-two (22) working days per year for non-shift and two hundred forty (240) hours per year for shift employees.~~
- ~~4. — More than fifteen (15) and up to and including twenty (20) years employment: twenty-four (24) working days per year for non-shift and two hundred sixty-four (264) hours per year for shift employees.~~
- ~~5. — Twenty (20) years or more employment: twenty-six (26) working days per year for non-shift and two hundred eighty-eight (288) hours per year for shift employees.~~

~~Increases in vacation accrual tiers are effective on the first pay period following the employee's anniversary date.~~

~~Effective October 1, 2017~~—Vacation accrual for Chief Officers will be:
Twenty-eight (28) working days 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 monthly basis with a maximum accumulation for non-shift employees of thirty-five (35) working days and for shift employees of three-hundred eighty-four (384) hours. 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.

~~1.~~

2.1. Vacation time may be exercised at any time throughout the year after reasonable notice has been given by the employee, with the following exceptions:

a. The required two (2) weeks of active duty and one (1) weekend per month of required inactive duty for military leave is exempt from two-shift-employees per shift restriction.

~~a.~~

b. Other exceptions as authorized by the Fire Chief.

a. Upon separation from the ~~District~~Department, an employee's unused vacation time will be compensated at one hundred percent (100%) of the employee's final base hourly rate. During employment, an ~~e~~Employee may elect to receive cash in lieu of accrued vacation leave at sell his/her vacation time back to the District for one hundred percent (100%) of his-the employees baseie hourly rate, subject to the following restriction: . Such paybaek period shall be quarterly (July, October, January, April) and request for the District to purchase such vacation time must be submitted, in writing, at least two weeks prior to the first of the quarter. 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.

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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.

3-

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X.IX. SICK LEAVE

~~A. — The provisions of this section are intended to provide guidance with respect to the usage of sick leave. The provisions of this section are intended to comply with state and federal law related to sick leave usage, including, without limitation, the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability laws. Although the provisions of this section are intended to comply with state and federal laws related to sick leave usage, any provision in this section found to be more lenient shall prevail.~~

~~B.A.~~ Sick Leave is defined as leave taken to care for self or family (kin) in the event of illness or injury, as defined in California Labor Code Section 233.

~~C.B.~~ Employees can may use sick leave due to the death of a parent, spouse, child, stepchild, grandparent, grandchild, brother, brother in-law, sister, sister in-law, mother-in-law, father-in-law, domestic partner, child of domestic partner, or any relative who resides with the employee at the time of death. Shift employees ~~can may~~ take up to seventy-two (72) hours of accrued sick leave, and non-shift employees ~~may can~~ take up to forty eight (48) hours of accrued sick leave for any one (1) death.

~~D.C.~~ Any employee exercising his/her/his or her leave rights shall be able to exhaust all available means of leave afforded to him/her/him or her, (i.e. sick leave, vacation time, shift trades, etc.) prior to initiating Family and Medical Leave Act (FMLA) if he or /she so chooses.

1. Sick Leave Accrual-

~~1.~~ Sick Leave shall be accrued on a prorated monthly basis at the following rate:

- a. Non-shift personnel -- Seventeen (17) working days per year
- b. Shift personnel -- One hundred ninety-two (192) hours per year
- ~~c. Sick leave shall start accruing on the first day of the month following one month of continuous service.~~
- ~~d.c.~~ Maximum accumulation of sick leave shall be unlimited.

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2. Illness/Injury During Vacation-

~~2.~~ An employee who becomes ill or injured while on vacation may have such period of illness ~~or~~ injury charged to the employee's accumulated sick leave rather than vacation, provided that: Immediately upon return to duty, the employee submits to the Fire Chief a written request for sick leave, accompanied by a signed statement from the employee's attending physician indicating the dates of the employee's illness.

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3. Procedure to Receive Sick Leave-

To qualify for paid sick leave, the employee must notify ~~his/her/his or her~~ supervisor as soon as possible but not later than one (1) hour after the start of the day's/shift's work. 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.

3.4. Maintenance of Benefits While on Leave-

- a. The ~~District~~Department will maintain all benefits of any employee who is absent from work up until that employee has exhausted all means of available leave. All means of available leave is defined as: employee's accrued sick leave, ~~employee's accrued~~ vacation time, ~~employee's trades, and~~ any donated sick leave by other employees of the ~~District~~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 may be subject to discipline.

~~5. Return to Work Physicals-~~

~~Prior to the resumption of work duties after having 60 days or more of sick leave usage or industrial disability leave due to injury or illness, an employee may be required to undergo a physical examination by the ~~District~~Department's physician and/or a physical ability test, or submit a certificate of employability where it is in the ~~District~~Department's best interest.~~

~~6.5. Payment of Unused Sick Leave.~~

- a. The payment of unused sick leave is authorized by the ~~District~~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.

Number of Sick Leave Days Accumulated		Percentage of Days for Which Compensation is Given
Shift Employees	Non-Shift Employees	
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%

b. 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.

c. Upon an employee's retirement, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between ~~El Dorado Hills County Water~~ the District Department and ~~the Public Employees Retirement System~~ CalPERS. An employee may at ~~his/her~~ his or her discretion convert all unused sick leave to CalPERS "Sick Leave Credit" and forgo compensation outlined in the table above.

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7. Donation of Sick Leave Hours

~~7. Department shall allow employees to donate sick leave hours to the Catastrophic Leave Bank as outlined in the Catastrophic Leave Bank policy, directly to another employee on an as needed basis. Hours shall be donated in 12 hour increments. Hours shall be adjusted according to the existing conversion formula found in Section VII of the MOU. The donating employee shall not donate sick leave hours if it would result in his/her sick leave accumulation dropping below 240 hours (with the exception of the allowable 96 hours per calendar year as outlined in CA State Labor Code). Prior to any transfer of hours, a District form shall be signed by each employee and~~

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~~approved by the Chief, stating that no compensation shall be received as a result of the donated hours.~~

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~~XI.X. BEREAVEMENT LEAVE~~

~~1. Shift Personnel: 48 hours per person per occurrence shall be allowed for absence from duty due to the death of his or her parent, spouse, child, grandparent, grandchild, brother, sister, mother in law, father in law, or the death of any child or close relative who resides with the employee at the time of death, after which any leave would be considered under "IX. Sick Leave."~~

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~~2. Non-Shift Personnel: Up to five (5) days per person per occurrence shall be allowed for absence from duty granted his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or the death of any child or close relative who resides with the employee at the time of death. due to the death of his or her parent, spouse, child, grandparent, grandchild, brother, sister, mother in law, father in law, or the death of any child or close relative who resides with the employee at the time of death. After bereavement leave has been exhausted, additional accrued leave may be granted at the sole discretion of the Fire Chief, after which any leave would be considered under "IX. Sick Leave."~~

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~~XII.XI. BUMP BACK RIGHTS~~

A. In the event the Board of Directors or Fire Chief, in its exclusive judgment, ultimately decides that a reduction in force or reassignment of positions shall be implemented, the following shall apply:

~~1. Procedure.~~

a. The Fire Chief shall designate those employees to be reassigned.

Any employee of this unit/agreement shall be permitted to "bump back" to a lower classification for which he or she is qualified, as assigned by the Fire Chief. A "bump back" employee shall receive a maximum ten percent (10%) reduction in salary and shall have that salary "Y-Rated." During such time as a "bump back" employee's salary remains above the top step for an assigned classification, that employee shall not receive further salary increases.

~~XIII. TERM~~

~~A. This document represents the entire Agreement between the District Department and the Unrepresented Management Unit, 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 District's Department's employees represented under this Agreement and shall continue in full force and effect until midnight September 30, 20192023. Furthermore, this Agreement shall be automatically renewed on the same terms and conditions for an additional year or until such time as the District Department and Management have met and agreed on different terms.~~

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

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

DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

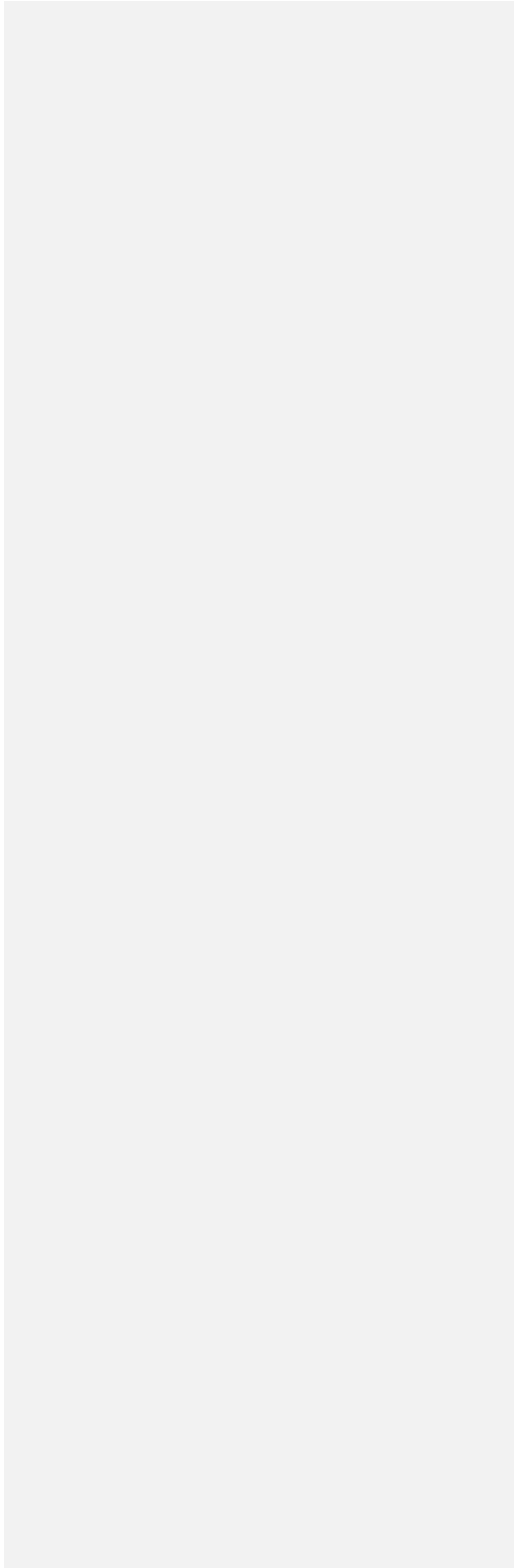
Dated: _____, ~~2016~~2019. By: _____
Its: President

ATTEST:

Dated: _____, ~~2016~~2019. By: _____
Its: ~~District Board~~ Secretary

Effective:

Adopted: _



EL DORADO HILLS FIRE DEPARTMENT

“YOUR SAFETY ... OUR COMMITMENT”



MONTHLY OPERATIONS REPORT

SEPTEMBER 2019

*All times are collected using a combination of Active 911 and Crystal Reports. The times are provided with the best accuracy possible given the limitations of technology in our system. The current system does not allow for accurate data collection.

Response (Per District) - 2019 vs. 2018

Response District	# of Responses <u>SEPT. 2019</u>	# of Responses <u>Y.T.D. 2019</u>	# of Responses <u>SEPT. 2018</u>	# of Responses <u>Y.T.D. 2018</u>
84	73	636	62	576
85	73	662	78	611
86	38	384	43	415
87	120	865	84	815
91	9	63	5	39
92	6	27	4	18
Mutual Aid	49	557	100	672
Transfer	15	188	21	188
TOTALS	383	3,382	397	3,334

Report: Tools - Queries – Incident Report Queries – NFIRS Incident Queries – Incidents By District (Summary)

Note: Run all Districts on 1 page each (manually add subdistricts)

Response (Per Unit) – 2019 vs. 2018

Unit Number	# of Responses <u>SEPT. 2019</u>	# of Responses <u>Y.T.D. 2019</u>	# of Responses <u>SEPT. 2018</u>	# of Responses <u>Y.T.D. 2018</u>	# of Responses <u>TOTAL 2018</u>
E-84	80	701	77	660	872
T-85/E-85	99	879	106	839	1,146
E-86	57	511	67	626	813
E-87	135	931	97	893	1,163
E-91/P-91	23	222	27	170	241
M-85	196	1,735	176	1,745	2,307
B-85	55	491	61	531	704

Report: Tools - Queries – Incident Report Queries – NFIRS Incident Queries – Incidents By Unit By District
 Note: Run all Units (Monthly/YTD/Yearly) Report total number per report

Response (By Type of Call) – September 2019

RESPONSE DISTRICT	FIRE CALLS	EXPLOSIONS	EMS, RESCUE, ACCIDENT	HAZARDOUS CONDITION	SERVICE CALLS	GOOD INTENT CALLS	FALSE ALARMS	SEVERE WEATHER CALLS	SPECIAL, OTHER CALLS
84	3	0	44	1	18	3	4	0	0
85	2	0	46	3	17	4	1	0	0
86	1	0	22	0	7	2	6	0	0
87	3	1	60	3	39	9	5	0	0
91	4	0	3	0	0	2	0	0	0
92	0	0	4	0	0	1	1	0	0
A/M	4	0	24	0	2	19	0	0	0
TOTAL	17	1	218	7	83	40	17	0	0

(Totals exclude transfers by M85)

INCIDENT TYPE	INCIDENT DESCRIPTION	NUMBER OF INCIDENTS
10	Fire, Other	2
11	Building fire	2
13	Passenger vehicle fire	2
14	Natural vegetation fire, Other	1
14	Brush or brush-and-grass mixture fire	2
14	Grass fire	5
15	Outside rubbish, trash or waste fire	1
16	Outside storage fire	1
16	Outside equipment fire	1
22	Overpressure rupture from air or gas, Other	1
32	EMS call, excluding vehicle accident with injury	4
32	EMS call, Cardiac	8

32	EMS call, General Medical	117
32	EMS call, Cancelled at Scene No Pt. Contact	6
32	EMS call, Respiratory	13
32	EMScall, Trauma,excluding veh accident with injury	39
32	EMS call, Transfer	15
32	Motor vehicle accident with injuries	11
32	Motor Vehicle Accident with no injuries	4
34	Search for person in water	1
41	Gasoline or other flammable liquid spill	1
41	Gas leak (natural gas or LPG)	3
44	Electrical wiring/equipment problem, Other	2
44	Heat from short circuit (wiring), defective/worn	1
51	Person in distress, Other	6
51	Lock-out	1
52	Water problem, Other	1
52	Water or steam leak	3
53	Smoke or odor removal	3
54	Animal problem snake	43
54	Animal rescue	3
55	Public service assistance, Other	2
55	Assist police or other governmental agency	1
55	Public service	3
55	Assist invalid	16
57	ENGINE/TRUCK Cover assignment, standby, moveup	1
61	Dispatched & cancelled en route	4
61	Dispatched & canceled en route Fire Alarm	4
61	Dispatched & canceled en route to Fire	5
61	Dispatched & canceled en route Medical	8
61	Dispatched & canceled en route Special Duty	1
61	Dispatched & canceled en route Traffic Collision	5
62	No Incident found on arrival at dispatch address	9
63	Authorized controlled burning	1
64	Vicinity alarm (incident in other location)	1
65	Smoke scare, odor of smoke	1
66	EMS call, party transported by non-fire agency	1
73	Smoke detector activation due to malfunction	5
73	Alarm system sounded due to malfunction	2
73	CO detector activation due to malfunction	1
74	Unintentional transmission of alarm, Other	1
74	Smoke detector activation, no fire - unintentional	3
74	Alarm system activation, no fire - unintentional	3
74	Carbon monoxide detector activation, no CO	2

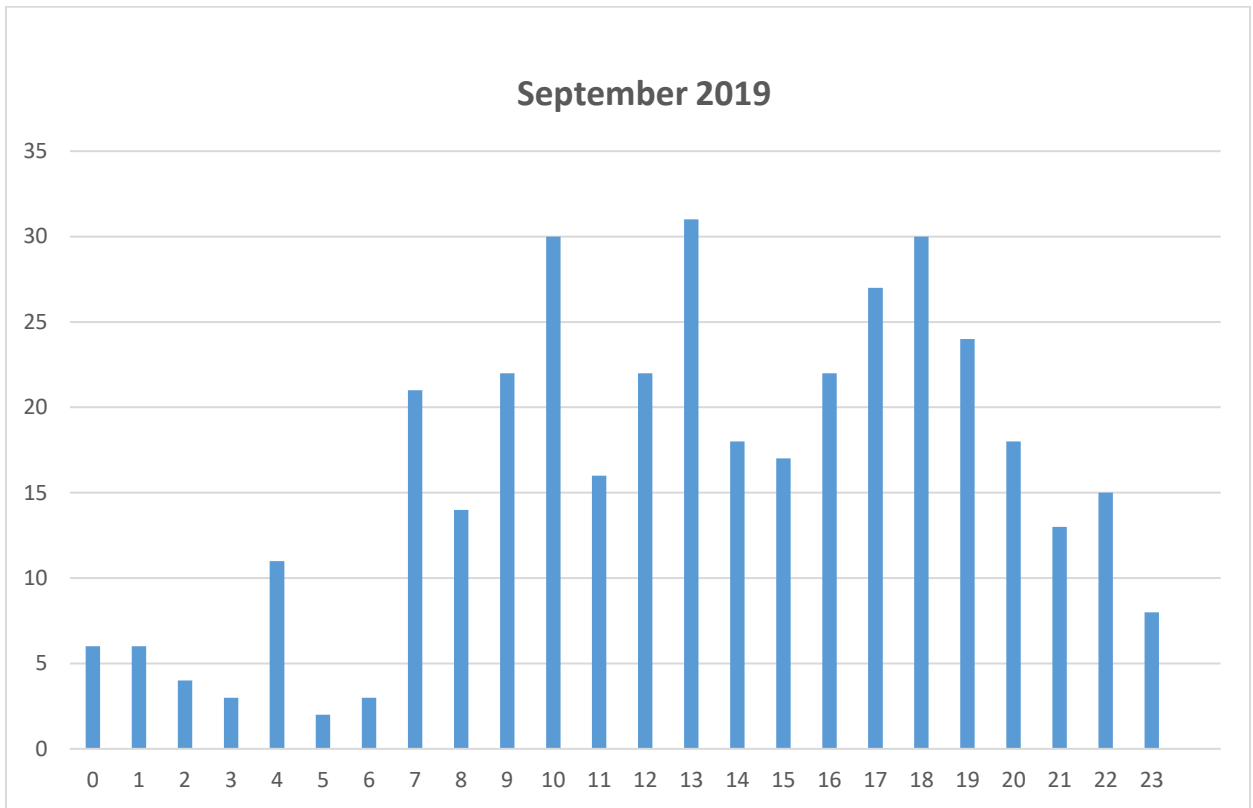
*Emergency Response Summary –
Medic Units Response Time - El Dorado
September 2019*

URBAN RESPONSE,

11-minutes, 90% of time

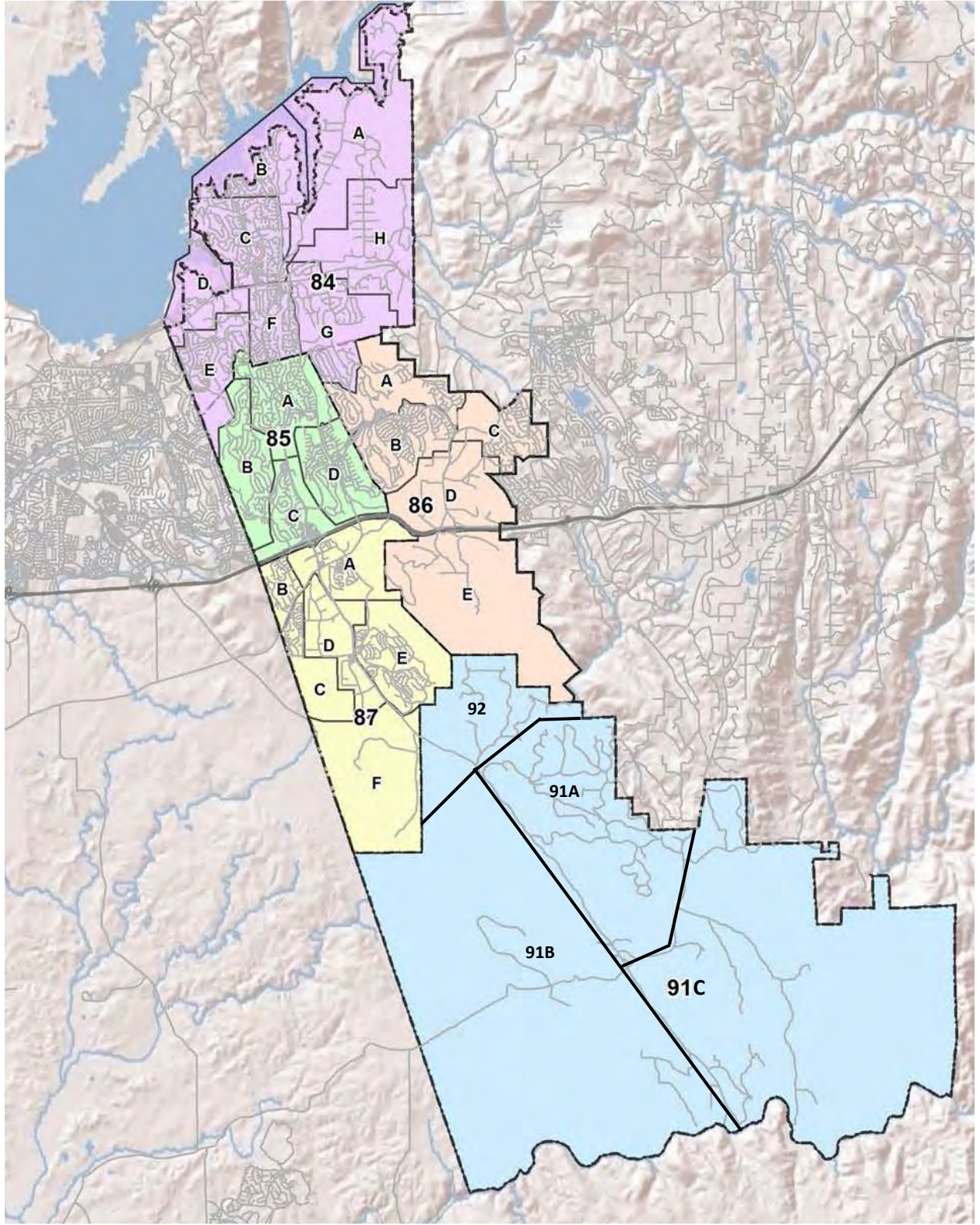
Response Time Between 00:00:00 - 00:00:59	5.81%
Response Time Between 00:01:00 - 00:01:59	6.64%
Response Time Between 00:02:00 - 00:02:59	11.62%
Response Time Between 00:03:00 - 00:03:59	21.16%
Response Time Between 00:04:00 - 00:04:59	37.76%
Response Time Between 00:05:00 - 00:05:59	50.21%
Response Time Between 00:06:00 - 00:06:59	64.32%
Response Time Between 00:07:00 - 00:07:59	78.84%
Response Time Between 00:08:00 - 00:08:59	84.65%
Response Time Between 00:09:00 - 00:09:59	90.87%
Response Time Between 00:10:00 - 00:10:59	95.85%

Incidents by Hour of the Day



Hour of Day

Tools – Queries – Incident Report – NFIRS – Count of Incidents by Alarm Hour



October 14, 2019

RE: Deal points for El Dorado Hills Fire Department to lease Suite 10 and 20 at the Office Building at 4640 Golden Foothill Parkway El Dorado Hills Ca 95762.

Please be advised that no obligations are created by this memo. The following business points are basic proposal deal points and cash flows as may be required by the El Dorado Hills Fire Department:

THE PARTIES: **Tenant:** El Dorado Hills Fire Department

Landlord: 4640 Golden Foothill LLC

THE PROJECT: An approximately 6,075 +/- square foot office building known as 4640 Golden Foothill Parkway. APN # 117-210-21

PREMISES: Suite 10 and 20 ("Premises"), Approximately 3,439 SF

AREA TO BE LEASED: Two Units on the east end of the building one unit of 1,870 RSF and one of 1,569 RSF for a total of approximately 3,439 (+/-) rentable square feet. The exact demising lines of the Premises shall be in accordance with BOMA standards (ANSI Z65.2-2012).

BASE RENT; Modified Gross Lease Rate

PLUS, Tenant pays for metered power, prorated water/sewer and Janitorial to the Premises: (pwsj)

Months	Monthly MG Rate/RSF	Monthly Rent	Annual MG Rent
No rent during TI work	\$0	\$0	
<i>(Target Occupancy Date)</i> November 1, 2019	\$0	\$0	
<i>(Target Commencement Date)</i> December 1, 2019			
12/1/2019 – 11/31/2020	\$1.30/SF	\$4,470.70 plus (pwsj)	\$53,648.40
12/1/2020 – 11/31/2021	\$1.34/SF	\$4,608.26 plus (pwsj)	\$55,299.12
12/1/2021 – 11/31/2022	\$1.38/SF	\$4,745.82 plus (pwsj)	\$56,949.84
12/1/2022 – 11/31/2023	\$1.42/SF	\$4,883.38 plus (pwsj)	\$58,600.56
12/1/2023 – 11/31/2024	\$1.46/SF	\$5,020.94 plus (pwsj)	\$60,251.28

ADDITIONAL RENT: Tenant shall pay Tenant's proportionate share (as determined by the prorated share of the square footage of the Premises as compared to the total square footage of the Building and Project) of increases in operating expenses over a Base Year of 2020. (common area operating expenses, real estate taxes and cost of the premiums for Landlord's Insurance). Capital improvements and repairs by Landlord after the original construction to be amortized over useful life of improvement using GAAP.

RENTAL COMMENCEMENT: Tenant shall commence the lease upon completion of the Project (building shell, parking lot and Landlord's TI work within the Premises as defined in this proposal). For this proposal Landlord's construction period is targeted to be completed by November 1, 2019, however the lease will only commence upon the completion of the shell, parking lot and the Landlord's TI work within the Premises.

TERM AND COMMENCEMENT DATE: The initial term of the Lease shall be 60 months commencing December 1, 2019 and ending on November 31, 2024. Tenant shall have one-month early access starting on November 1, 2019 (free of rent and expenses) to the Premises for installation of Tenant's cabling and trade fixtures.

OPTION TO RENEW: Tenant shall have the option to renew the Lease for two (2) additional term(s) of five (5) years each, at the then prevailing market rental rate (taking into account all economic components to lease transactions including, but not limited to, free rent, Base Rent, tenant improvements, base year expenses, commissions, etc.) for comparable space and conditions in the El Dorado Hills submarket, upon giving Landlord not less than 120 days prior written notice.

SECURITY DEPOSIT: TBD

CONSTRUCTION OF TENANT IMPROVEMENTS:

TENANT IMPROVEMENTS BY LANDLORD: Landlord will provide a turn-key build-out (*Except for the items below which are Tenant's responsibility.*) for the rent rate agreed to in this rent schedule, at Landlord's sole cost and expense the following improvements ("Tenant Improvements"):

1. Lights installed by Landlord wired to meter(s) for each of the two Premises.
2. Flooring in Premises to be (*Tenant to provide specifications for flooring*) which shall be approved by both Landlord and Tenant and the selection shall become a part of this lease. (*Landlord will provide flooring at Landlord's cost provided Landlord approves the specifications provided by Tenant.*)
3. Restroom floor to be epoxy and provided by Landlord at Landlord's cost.
4. Suite Numbers are Suite 10 for the end unit and Suite 20 for the second unit.
5. Any door signs for either suite 10 or 20 that are required by Tenant to be provided for and **paid for by Tenant**. Signs to be painted and subject to EDH Business Park and El Dorado County sign criteria.
6. Building signage (if required by Tenant) to be **provided by Tenant at Tenant's sole cost**. The location to be approved by Landlord, El Dorado County and EDH Owners Association's architectural review.
7. All walls to remain painted as is in the off-white color. **If Tenant requires additional painting except for damage not attributed to Tenant, Paint to be done by Tenant at Tenant's cost** and shall be approved by Landlord.
8. No window coverings included in this lease. **Any window coverings if required by Tenant will be provided by Tenant at Tenant's sole cost.**
9. Open ceiling to remain ceiling behind the rafters to be painted a black color by Landlord at Landlord's cost.
10. Open ceiling to remain and rafters to be painted black. HVAC ducting will be painted black by Landlord at Landlord's cost.
11. Landlord to provide a pass-through opening with a door to connect the suite 10 and 20 near the restroom hallway at Landlord's cost.

Landlord shall assume responsibility for ensuring that all the above construction work follows all codes, legal requirements and insurance requirements and free from defects. Landlord to insure the building follows all ADA requirements.

ENGINEERING: Landlord shall be responsible for the cost of all electrical, mechanical and plumbing (MEP) and any structural engineering if needed. Landlord to include all permits, licenses and fees relative to the Premises as a part of the Tenant Improvements to be performed by Landlord for the quoted price in this proposal to allow the Premises to operate as cost-effectively as possible.

SPACE PLANNING: Landlord shall be responsible to complete any needed plans and specifications for this design work to be completed that is specific to any TI work that is in addition to his current plan and permits. Landlord shall be solely responsible for the costs of all Space Planning services as a part of the Tenant Improvements by Landlord, (if required).

PARKING: Tenant shall have nonexclusive use of the entire existing parking spaces.

BUILDING SERVICES:

HVAC AND OPERATING SYSTEMS: Landlord shall warrant that all operating systems, including without limitation, HVAC, plumbing, electrical, and lighting fixtures and outlets, shall be in good working order for the Lease term.

JANITORIAL: **Tenant shall be responsible for janitorial services within the Premises.**

UTILITIES: **Tenant to be responsible for utilities (electrical). Tenant to be responsible for the portion of the water used by suite 10 and 20. Landlord at Landlord's cost to install and monitor a sub-meter to Unit 10 and 20 for water and sewer.**

PURPOSE OF USE: General office, training classes for the Fire Department.

RIGHT TO ASSIGN AND SUBLEASE: Landlord's standard assignment and subletting requirements, including Landlord's consent required with Landlord having no right to recapture the Premises.

SIGNAGE: Tenant, at Tenant's sole cost, shall have the right for Building Signage on the front of the building North facing side.). Signage shall be subject to approval of the Landlord, El Dorado Business Park and El Dorado County.

SNDA: If there is a loan on the Property, then concurrent with the execution of the Lease, Landlord shall provide Tenant with a Subordination/Non-Disturbance Agreement ("SNDA") from any person or entity having a recorded interest in the Building and/or the land owned or leased by Landlord; otherwise, standard SNDA provisions within Lease.

DISCLOSURE OF ENERGY CONSUMPTION DATA: **If Landlord is required** to upload the Building's energy usage data to the US Environmental Protection Agency's ENERGY STAR Portfolio Manager Website, Tenant shall fully authorize all utility companies utilized by Tenant at the Premises to release Tenant's energy use data for upload to the Portfolio Manager website.

LEASING COMMISSIONS: **Bob Kuhl of KW Commercial is acting as a consultant on this lease. Landlord to pay a consulting fee to Bob Kuhl subject to a separate agreement. There are no other Brokers involved in this transaction.**

