## AGENDA EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT) BOARD OF DIRECTORS SEVEN HUNDRED NINETY NINETH MEETING

(A Special Meeting) Tuesday, May 7, 2019 9:00 a.m.

(1050 Wilson Blvd., El Dorado Hills, CA)

- I. Call to Order and Pledge of Allegiance
- II. Presentation
  - A. New Hire Badge Pinning
- III. Closed Session Items
  - A. <u>Closed Session</u> pursuant to Government Code Section 54957.6, conference with labor negotiators; items under negotiation: Memorandum of Understanding with the El Dorado Hills Professional Firefighters pertaining to wages and benefits; District negotiator is Chief Johnson
  - B. <u>Closed Session</u>: pursuant to Government Code Section 54957(b)(1); Public Employee Performance Evaluation; Title: Fire Chief Maurice Johnson
- IV. Oral Communications
  - A. Any person wishing to address the Board on any item that is not on the Agenda may do so at this time. No action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.
- V. New Business
  - A. Review and approve the addition of the Director of Human Resources to the Public Salary Schedule
- VI. Presentation
  - A. Rescue feasibility study
- VII. Adjournment

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

## **Updated Salary Schedule & Management Incentive Policy for Director of Human Resources/Finance Positions**

#### **Summary:**

The Department has given the final offer of employment to our new Director of Human Resources. This position is not currently on the Public Salary Schedule. Attached you find a revised copy of the Public Salary Schedule which includes this new position.

We will also be modifying the Management Incentive Policy to include both the Director of Human Resources and Director of Finance as eligible to receive the Management Incentive.

The current language of the Management Incentive Policy states: "The Fire Chief, Deputy Chief, Division Chief(s), Shift Battalion Chiefs and Administrative Battalion Chiefs (Non-Shift) shall receive Management Incentive of \$1,000 per month."

#### **Fiscal Impact:**

The Director of Human Resources is proposed for the 2019/2020 fiscal year budget (although she may start earlier if at all possible). The addition of the Management incentive is also proposed for the 2019/2020 fiscal year budget. The Management Incentive is currently \$1,000/month.

#### Recommendation:

Staff recommends approving the Public Salary Schedule and modifying the language in the Management Incentive Policy to read: "The Fire Chief, Deputy Chief, Division Chief(s), Director of Finance, Director of Human Resources, Shift Battalion Chiefs and Administrative Battalion Chiefs (Non-Shift) shall receive Management Incentive of \$1,000 per month."

#### **El Dorado Hills Fire Department**



#### Public Salary Schedule Effective 5/7/2019

CLASSIFICATION		STEPS						
		1	2	3	4	5		
DIRECTOR OF HUMAN RESOURCES	Hourly	\$59.54	\$62.52	\$65.64	\$68.92	\$71.68		
	Monthly	\$10,320.20	\$10,836.23	\$11,378.01	\$11,946.92	\$12,424.78		

## FEASIBILITY STUDY AND PROPOSAL FOR ANNEXATION

To:

#### RESCUE FIRE PROTECTION DISTRICT



From:

#### THE EL DORADO HILLS FIRE DEPARTMENT



**April 28, 2019** 

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#### INTRODUCTION

The Rescue Fire Protection District (Rescue) has a long and honorable history of providing exceptional fire protection and emergency medical response to the citizens of Rescue. The El Dorado Hills County Water District, dba the El Dorado Hills Fire Department (EDHFD) has developed this feasibility study and proposal for the annexation of Rescue into the EDHFD. EDHFD has evaluated service options for the Rescue community and the results are contained in this Feasibility Study and Proposal for Annexation. This Feasibility Study and Proposal includes a comprehensive evaluation of both agencies, the communities they serve, Fire Service best practices, and the long-term sustainability. Annexation will maximize the efficient utilization of resources and ensure the highest possible level of emergency response services to the citizens of both Rescue and El Dorado Hills, today and well into the future.

El Dorado Hills and Rescue have enjoyed a long relationship of working cooperatively together. On October 1, 2013, Rescue and EDHFD entered into a "Shared-Services" Agreement. The Agreement allowed the Fire Chief from Rescue to provide administrative services to EDHFD and in exchange Rescue receives 24/7/365 Chief Officer Coverage, Training, Fire Prevention, and Human Resources.

On July 1, 2014 the Agreement was to include the sharing of a single Fire Chief, and Deputy Fire Chief for both agencies. The Agreement was recently amended and extended through December 31, 2019. The logical step for both Rescue and EDHFD is to maintain the Shared Services Agreement until a full annexation process can occur.

#### **EXECUTIVE SUMMARY**

Annexation of Rescue into the EDHFD would provide reciprocal benefits to both agencies. Rescue would benefit from EDHFD's regional and specialized resources, while EDHFD would benefit from the additional Advanced Life Support Engine Company that would be staffed within Rescue's jurisdiction. Both Departments and the citizens they serve will benefit from an increased depth of resources, operational flexibility, increased firefighter safety and improvement in the time to achieve an effective firefighting force.

EDHFD would operate Rescue Fire Station 83, located at 5221 Deer Valley Road as a primary staffed station. Rescue Fire Station 81 will remain in reserve status and maintained for activation during high wildfire threat conditions and future coverage needs. Constant staffing for Rescue Fire Station 83 with one Advanced Life Support Engine would provide a total of two (2) career firefighters with at least one (1) Intern Firefighter when available.

EDHFD currently provides administrative services, Battalion Chief, Training, Fire Prevention, and Human Resources to Rescue. This is a 24-hour coverage will be provided from EDHFD Station 85. For augmented command coverage there are 3 additional Chief Officers and a Staff Captain available.

The Annexation of Rescue to the EDHFD would provide benefits to both agencies, including:

Consistent and stable all risk fire protection and emergency medical services would be provided to community of Rescue. These all risk services include technical rescue, water rescue, and truck company operations are constantly staffed and would be available to respond automatically into the Rescue Community.

Improved communications and more efficient use of resources would be achieved with the EDHFD and Rescue personnel working as a single agency eliminating needless duplication Administrative and Operational tasks.

Integrated apparatus and equipment replacement would be achieved by operating a single replacement plan allowing for consistent long-range planning while providing our citizens and employees with superior apparatus and equipment.

#### THE RESCUE FIRE PROTECTION DISTRICT

The Rescue Fire Protection District was created with the support and contributions of the Rescue Volunteer Firefighter Association (RVFA) members and the greater community. The RVFA, a non-profit organization, was founded in 1960 by local residents who served as both RVFA members and firefighter personnel.

The RVFA's primary tasks were to provide fire protection to the Rescue Fire Protection District and to help support the needs of fire victims and their families. The RVFA has raised critical funding for firefighting operations by hosting annual events and accepting donations.

The Rescue Fire Protection District was formally established December 1974 and serves Rescue, including the areas of Kanaka Valley, Gold Hill, Luneman, Jergens, Arrowbee and Starbuck Road. Being in the middle of the West Slope, Rescue Fire Protection District is surrounded by other fire departments and participates in automatic aid response with all of them. Major access roads/inhabited corridors include Green Valley Road, Deer Valley Road, Lotus Road Starbuck Road, Springvale Road, Luneman Road, and Kanaka Road.

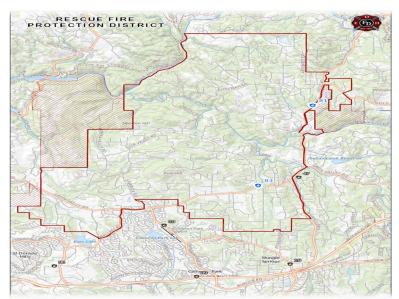
In 1975, a district tax was approved to help supplement and support the funding provided by the RVFA. In 1977, the construction and dedication of Rescue Station 83 was completed. Station 83 is in use today providing critical fire protection and ALS/BLS medical services to the community.

The entire District is designated as a State Responsibility Area with no Local Responsibility Area. Rescue has a population of 5,166 and a population density of 229 people per square mile. As throughout California, local fire agencies are responsible for medical and structural fire incidents on land designated as State Responsibility.

Pertinent statistics of Rescue are:

Population: 5,166 – Resident Area: 45 Square Miles

Valuation: \$5.7 Billion Responses: 973 (2018)



#### **Proposed Scope of Services**

#### **Full Administrative Services and Department Management**

The EDHFD is offering full annexation of Rescue into the EDHFD. At the conclusion of annexation, the Rescue and EDHFD would operate as one Department. All Administrative, Operational, Prevention, Training and Governance would be managed by the combined Department.

#### **Structural Fire Protection**

EDHFD shall provide structural fire protection to Rescue. The Fire Service has recognized standards for the provision of fire and emergency medical services. Some of these standards are dictated by federal or state regulations. Tasks such as commanding and coordinating responding units, operating fire equipment, searching for and rescuing trapped persons, deploying and attacking the fire with hoses, etc., must be done by an adequate number of properly trained and equipped staff. All the tasks must be accomplished in rapid sequence within very limited and critical time frames. Criteria such as "prior to flash over," "confinement to building of origin," "prior to brain death," and "time to intervention" are applied.

Through continuous and rigorous training, EDHFD personnel are highly qualified to provide structural firefighting. In addition to basic firefighting skills, the firefighters are trained for medical emergencies and are certified as Paramedics. Rescue personnel will be included in the EDHFD Training Matrix.

Additionally, EDHFD deploys one (1) Battalion Chief strategically located at Station 85 on a daily basis. This Battalion Chiefs operate on a 24 hour basis and are supervised by a Deputy Chief. Additional command staff response is available by the Fire Chief and two (2) Deputy Chiefs if needed. Both Deputy Chiefs and the Fire Chief live in the immediate areas of El Dorado Hills or the North end of Cameron Park closest to Rescue. The shift Battalion Chief will respond to all incidents occurring within the combined Department.

#### **Emergency Medical Services (EMS)**

EDHFD shall provide pre-hospital emergency medical services, including ALS care and ALS Transport.

All but two EDHFD uniformed personnel are trained to the Emergency Medical Technician-Paramedic (EMT-P) level. Engine and truck company personnel provide patient evaluation, advanced life support, and first aid. On a daily basis, all medic units and suppression apparatus are staffed with at least two paramedics. After annexation the combined Department would operate five (5) ALS engine companies and one (1) ALS truck company in service on a 24-hour basis. These apparatus respond to calls for emergency medical service with paramedics who assist with critically ill or injured patients as needed.

All engines and the truck can provide advanced EMS care such as: heart monitoring and interpretation of cardiac rhythms; manual defibrillation and synchronized cardioversion; IV therapy; and advanced pharmacology drug calculations and administration. A medic unit is dispatched simultaneously with an engine to assist with patient care and follow up at a receiving hospital, if necessary.

Two (2) Medic Units (one front line and one in reserve) are strategically assigned to Station 85. It is the intent to <u>move Medic 285 to Rescue Station 83 for expanded capability</u> in a Reserve status.

#### **Hazardous Materials Response (HazMat)**

The combined Department shall provide HazMat response services at the First Responder Operational level to the entirety of the jurisdiction.

EDHFD Chief Officers are all trained to the Hazmat Incident Commander level to provide on-scene management of HazMat incidents, and assistance with incidents that may be classified as non-emergency but still require fire department intervention.

#### Fire Investigation

EDHFD shall provide fire cause determination for the combined Department. EDHFD has two (2) trained Fire Investigators available to determine the fire cause and origin at any incident. For larger fire investigations, EDHFD participates with the El Dorado County Arson Taskforce and can get assistance with any investigation. The EDHFD and Rescue fire investigators have conducted many significant fire investigations together in the Rescue Community over the past several years.

#### **Fire Prevention**

EDHFD shall be responsible for protecting the public through coordinated efforts in fire prevention code enforcement and fire protection engineering. The rural nature of Rescue requires a specialized knowledge of application of many Fire Codes, ordinances and statutes. EDHFD Fire Prevention Division is well trained in rural fire protection. Fire Inspectors responsible for code enforcement inspect existing buildings and properties for fire code violations, and assist fire suppression personnel. Fire Inspectors are responsible for fire protection engineering review plans for all construction projects and fire protection systems, and conduct the testing and inspections for those projects.

#### **Public Education and Inspections**

EDHFD shall provide all its Fire Prevention Programs for Rescue. This includes defensible space inspections, fire extinguisher training, fire hydrant inspections, Knox box installations, LPG tank inspections, smoke alarms, juvenile fire setter counseling, Fire Safe Council and School education programs.

#### **Combined Department Staffing Proposal**

Currently, Rescue staffs daily one advanced life support (ALS) engine out of Station 83 with a minimum of one (1) Captain and one (1) Driver/Operator. This staffing model is supported by a Fire Chief, an Administrative Assistant and ten (10) Intern Firefighters.

Daily staffing of the newly combined department after annexation of Rescue into EDHFD will consist of five (5) engine companies staffed under the urban or rural response models explained below, one (1) four-person truck company, one (1) two-person in service ambulance, and one (1) Shift Battalion Chief. It is the intent to place one (1) unstaffed reserve ambulance at Rescue Station 83.

The current Rescue and EDHFD Intern Firefighter Programs will be combined into a Reserve Firefighter Program to provide an opportunity for advanced fire service training and incident response experience to qualified individuals that are seeking a career in the Fire or EMS field. Reserve Firefighters will be expected to provide assistance in community events and utilized to enhance rural staffed engine companies.

Administratively, the El Dorado Hills Fire Department has three Chief Officers which include one Fire Chief, one Deputy Chief (Operations), and one Deputy Chief (Administration/Emergency Planning) all located at Station 85. These Administrative Chief Officers are responsible for Operations, Training, and Administrative Support; they also provide back-up district coverage for large scale emergency scene management.

Fire Prevention is provided by one Fire Marshal, two Fire Inspectors.

Administrative/Clerical and Operations Support is provided by one Operations Specialist, and three Administrative Assistants and one Office Technician. Budget and Financial Management is provided by a Director of Finance and an Administrative Assistant assigned to Finance. Human Resource Services are provided by a Human Resources Director.

EDHFD's excellent level of career staffing is enhanced by an Explorer, Intern and Community Volunteer in Support volunteer force. This combination of paid and volunteer emergency response staffing allows us to provide unparalleled service to our community. Additionally, our fiduciary practices of maintaining a one year operational reserve fund provides a stable financial condition for continued emergency services regardless of economic anomalies.

An organization chart and district map of station locations has been included as part of this document Appendix B and C.

#### **Rural and Urban Engine Staffing Levels**

The proposed staffing and service recommendation is based on different deployment models which take into account both population density, risk, and incident volume. A rural staffing model is defined as a response area with less than 500 civilians per square mile. Rural staffing will consist of a minimum of a Type 1 or Type 3 Fire Engine staffed with a Captain and an Engineer. The response apparatus shall be staffed with at least one paramedic capable of providing ALS care. A Reserve Firefighter may be added to enhance the response capability of a rural engine in a higher risk area.

An urban staffing model is defined as a response area with greater than 500 civilians per square mile. Urban staffing will consist of a minimum of a Type 1 Engine staffed with a Captain, Engineer and a Paramedic Firefighter. The response apparatus shall be staffed with at least one paramedic capable of providing ALS care.



#### Fire Station 83

Station 83 shall be staffed on a 24-hour, 7-day per week basis:

- Engine 83: Two (2) career personnel and one (1) Reserve where possible consisting of the following:
  - o 1 Captain
  - o 1 Engineer
  - o 1 Reserve Firefighter
- Water Tender 83: will be cross-staffed with Engine 83
- M285 will be relocated to Station 83



#### Fire Station 81

Station 81 shall be maintained and unstaffed:

- Potential of a CalFire Battalion Chief Quarters
- May be upstaffed based on Wild Fire threat conditions

#### **Financial Analysis**

A financial analysis of the integration of Rescue into EDHFD is shown in Appendix C of this proposal. The analysis included the following:

- 2-0 plus a Reserve Firefighter staffing model
- All current Rescue employees transitioning over at their current ranks into the EDHFD bargaining unit pay and benefit structure.
- Long Term Forecast analysis
- Unfunded liabilities Other Postemployment Benefits (OPEB) and Pension
- Impacts to the EDHFD Board Policy requiring the Department to remain 75% funded
- Major Facility (improvements)
- Type 1 Engine replacement and savings for future apparatus replacements
- Equipment enhancements including nozzles, hose, SCBA's, etc.
- All services provided to a fire station including IT, supplies, basic needs, etc.
- Impacts to the ability to continue banking independently of El Dorado County.

#### **Primary Funding Sources**

Rescue relies on four principal sources of funds for their operations and apparatus replacement needs. Property taxes, special taxes and assessments, and non-recurring revenue comprise 98 percent of their funding.

#### Current Reserve Level

Reserve Account Balance as of June 30, 2018					
Reserve Balance June 30, 2018	<u></u>				
Designated Compensated Absences	114,910.00				
Designated Future Capital Replacement	78,978.00				
Designated - Other (OPEB)	382,024.00				
Undesignated Reserve Funding	363,489.00				
Total Balance	939,401.00				

#### **Operational Costs in Excess of Projected Revenue**

Year	Expense
19/20	\$460,261
20/21	\$485,279
21/22	\$553,457
22/23	\$622,582
23/24	\$686,913

#### **Annexation Costs**

The EDHFD is well versed in the LAFCO process of annexation from the experiences recently gained with the completed annexation of Latrobe into the EDHFD. Staff will engage with the LAFCO Executive as needed help facilitate the annexation process. Annexation. LAFCO bills for time and materials and varies from process to process. There is an initial deposit of \$5,000 that is required to start the application process. The Latrobe annexation costs were approximately \$42,000.

LAFCO has also informed staff that a municipal service review (MSR) will need to be prepared as well as a sphere of influence study (SOI). State Law requires that all LAFCO actions must be consistent with an agency's SOI. The SOIs for Rescue & EDHFD must be set up to allow for the dissolution and annexation, respectively.

#### Governance

The governance structure for the combined Department will need to be discussed as part of the final negotiations. Below are several options that could accomplish representation for the involved communities.

- ➤ Expand the current EDH Board to seven members, two of which would reside in the Rescue jurisdiction.
- Expand the current EDH Board to seven, two of which would reside in the Rescue Jurisdiction until the next available election at which time the Board would reduce to five members with each member elected from designated Divisions
- ➤ An agreed upon number of members resigning their seats from the EDH Board and filled by a current Rescue Board Members.
- Rescue will maintain community representation in the form of an Advisory Council made up of Rescue Community Members and/or current Rescue Board Members.

This Advisory Council will remain in effect for a minimum of one (1) year after annexation but can continue in an advisory role for as long as desired. This Council will take issues and suggestions to the EDHFD Board of Directors for action. Upon the next open election, all residents within the newly formed district will be eligible to run for the Fire Department Board seats (three seats will be open for election in November 2020). **Note**: the process of annexation will likely take one year and will be completed in early 2020 anyways.

- This Advisory Council does not preclude any member of the public from bringing an issue before the EDHFD Board at any regularly scheduled Board Meeting. The Rescue Area Advisory Council will work closely with the EDHFD Board in an advisory role regarding, but not limited to, the following topics:
  - 1. Service Levels to the Rescue Community
  - 2. Response Times
  - 3. Equipment
  - 4. Staffing & Personnel
  - 5. Performance Criteria
  - 6. Community Activities/Events
  - 7. Budget

#### Board of Supervisors Discussion on AB-8

Fire Service consolidation is a concept supported by the El Dorado County Board of Supervisors and encouraged by the El Dorado County Grand Jury. As part of the annexation process, staff will request an AB-8 rate adjustment for Rescue. As proposed, revenue will fall short of expenses and will require an AB-8 rate adjustment to achieve the above stated goals. This adjustment will be critical to the long-term financial viability of the combined organization and would facilitate providing emergency services even as future demands increase throughout the combined organization.

#### Personnel

Current Rescue Employees will become full-time career members of EDHFD in their current ranks. They will receive the benefits as explained in the MOU with the El Dorado Hills Professional Firefighters<sup>1 2</sup>.

#### Promotion Opportunity

Current Rescue employees would be eligible for EDHFD's promotional examinations once the annexation is completed. All time spent in rank as Rescue Fire employees would be considered for purposes of determining eligibility for promotional examination. Task books will be required for promotional opportunities consistent with current EDHFD policy. These can be started prior to the annexation being fully completed.

<sup>&</sup>lt;sup>1</sup> See Appendix (Appendix H)

<sup>&</sup>lt;sup>2</sup> See Appendix (Appendix I)

#### Benefit Time

All Rescue employees would receive benefits now provided to EDHFD personnel. All time spent in rank as Rescue employees would be considered for purposes of determining benefit accrual

#### Uniforms

Personnel will have (3) three months from official annexation date to acquire the approved EDHFD Uniform and patches. The expense for this will be incurred by the employee as per the 3604 MOU.

#### Current Rescue Intern Firefighters

The current Rescue Intern program will be fully supported and integrated into the current EDHFD Reserve Program supporting both communities.

#### <u>Union Representation</u>

As per 3604 MOU

#### Medical Exams and Backgrounds

All Rescue personnel have been participating in annual medical exams and received a background investigation when they were hired. This will be confirmed as the annexation occurs and any missing elements will be completed is necessary.

#### Training

Rescue and EDHFD employees have been jointly training for many years on the same materials and topics. Additional training will occur for both EDHFD and Rescue employees as part of this process.

All Rescue employees will attend an EDHFD Orientation consistent with their rank. Current Rescue employees will create a Rescue Orientation document that all EDHFD personnel will be assigned to review. All personnel would also receive various other orientations and training for their specific line assignment.

#### Fire Stations, Apparatus, and Equipment

There are several items that will be modified and changed upon annexation including:

- Replacement of Rescue E83 (immediately)
- Facility improvements including providing separation between the apparatus floor and sleeping areas, alerting system replacement and HVAC upgrades
- Equipment will be purchased to match EDHFD specifications including hose and nozzles. SCBA's will be immediately replaced along with the planned replacement of all the EDHFD SCBA's in FY 20/21
- A major enhancement will be the purchase and installation of a turnout extractor

designed to wash dangerous cancer causing carcinogens off Firefighter safety equipment.

Appendix E shows the detailed plan for fire station, apparatus and equipment enhancements.

#### **Rescue Volunteer Firefighters Association**

It is anticipated that the Rescue Volunteer Firefighters Association would continue to support the Rescue Community and Fire Department with events and activities as it has in the past.

El Dorado Hills also has a very active Firefighters Association which is currently responsible for a multitude of community events and support of the Fire Department. Over time these two groups would combine to form a more powerful group supporting the new organization and new community boundaries as a whole.

#### **Benefits and Value of Service**

#### **Experience and Expertise**

It is understood that operationally, EDHFD and Rescue are different and have optimized their individual response capabilities to meet the demands of the communities that they serve while living within their current budgetary constraints. With this in mind, EDHFD understands that upon annexation of Rescue, the existing EDHFD policies and procedures will need to accommodate the current and future specialized needs of the Rescue area as they relate to operations, personnel, and equipment.

Some of the benefits of this annexation proposal to the districts and the county are obvious and immediate such as efficiency improvements within the new district, preservation of the automatic and mutual aid system within the county, and maintained or increased services to the Rescue residents.

#### Long Term Economic Stability

The combining of EDHFD and Rescue into one will result in a stronger, more efficient and more robust organization that will lead to long term preservation of emergency service delivery levels for the communities served by the combined Department.

#### Risk of a Contract for Service

One major benefit of annexation as compared to a "Contract for Service" relates to <u>control</u> <u>of future cost increases</u>. After annexation, the EDHFD and Rescue will be one Department and all future decisions will be made looking at the financial realities of the newly combined agency together.

With any "Contract for Service" from another agency, Rescue will be subject to the terms of any labor agreement negotiated without any control or voice in the process, yet will see these costs reflected in fees for future contracts.

It should also be recognized that a "Contract for Service" often only covers the cost of the employees and the management costs. Maintenance and replacement costs for apparatus, facilities and equipment needs continues to be the responsibility of the local agency. With annexation, the newly combined Department would manage all those needs as one.

#### Value Added Service

Rescue and EDHFD will collectively combine the experience and training of their personnel and the communities will benefit from a variety of specialized services including: truck company operations, water rescue capability with boats and equipment, technical rescue, confined space, trench rescue, etc.

#### **Summary**

EDHFD has assessed the fire protection and emergency medical service needs of Rescue over our long and rich relationship together. We have determined that annexation of Rescue into the EDHFD will result in a stronger model to deliver fire and emergency services more efficiently to both communities.

The El Dorado Hills Fire Department proudly offers this annexation proposal to the Rescue Fire Protection District.

### **Appendix A: El Dorado Hills Fire Department Overview**



#### Overview of El Dorado Hills Fire Department

Located on the western edge of El Dorado County immediately east of the City of Folsom, the El Dorado Hills County Water District Fire Department (Department) resides in an expanding suburban/rural community. Bordered generally by Folsom Lake and the American River on the north; Rescue Fire Protection District, Cameron Park Community Services District, and El Dorado County Fire Protection Districts to the east; Consumes River on the south; and Sacramento County on the west; the Department encompasses approximately 79 square miles on both the north and south sides of U.S. 50 with an estimated population of approximately 49,000 residents.

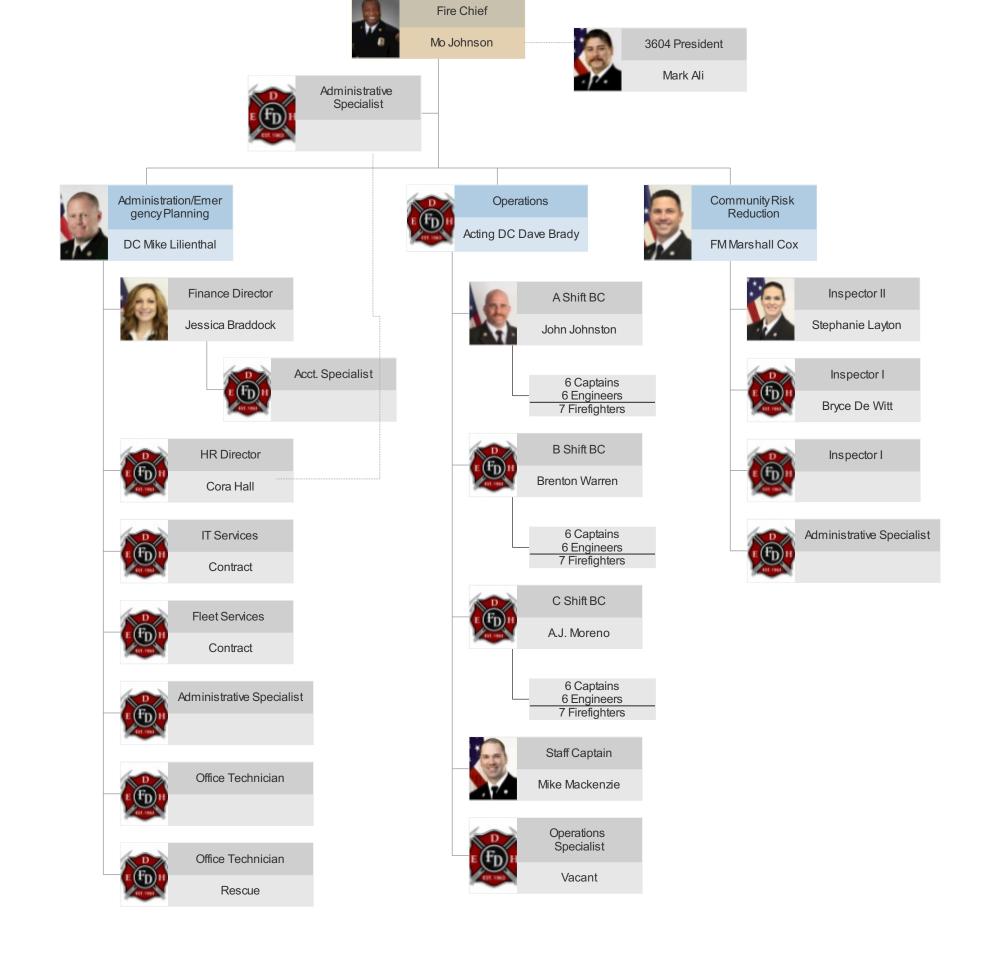
The Department provides fire suppression, prevention, emergency medical, rescue, hazardous materials, disaster preparedness, and public education services. The Department employs a staff of 65 full-time employees, two part-time employees, and operates from five strategically located fire stations. The Department annexed the Latrobe Fire Protection District in 2014, and also provides contractually shared administrative services with the adjacent Rescue Fire Protection District to the northeast.

Situated just east of the City of Folsom and the greater Sacramento metropolitan area, the area's modern development began in the 1960s as a master planned community. Between the late-1960s and mid-1990s, growth occurred at a moderate pace as new families relocated from Sacramento, Southern California, and the San Francisco Bay Area. This growth consisted primarily of residential housing and two shopping centers. Growth slowed during the early part of the 1990s due to economic recession throughout California, but resumed at a fast pace by the mid-1990s. Businesses, particularly those interested in escaping the high costs of Silicon Valley began to set up operations in the El Dorado Hills Business Park south of U.S.50. In 1995, the Parker Development Company acquired 3,500 acres along the eastern boundary of El Dorado Hills to create Serrano, one of the largest master planned communities in Northern California. Around 2000, the Department's population growth and commercial development accelerated significantly. Development began in the Town Center Zone to form a downtown business area, and the Business Park experienced increasing rates of construction and occupancy. Today, the Department contains a combination of residential, commercial, office, light industrial, agricultural, and recreational/open space uses, with approximately 15,000 housing units.

With its Sierra Nevada foothills location, the Department offers an attractive environment for residents, including Folsom Lake, the American River, natural vegetation, and undulating terrain ranging from approximately 450 feet to 1,000 feet in elevation. The Department's climate is characterized by long, hot summers, and cool, wet winters. Average temperatures range from 38 degrees in January to 94 degrees in July and August. Rainfall averages approximately 26 inches annually, occurring generally between mid-October and mid-April.

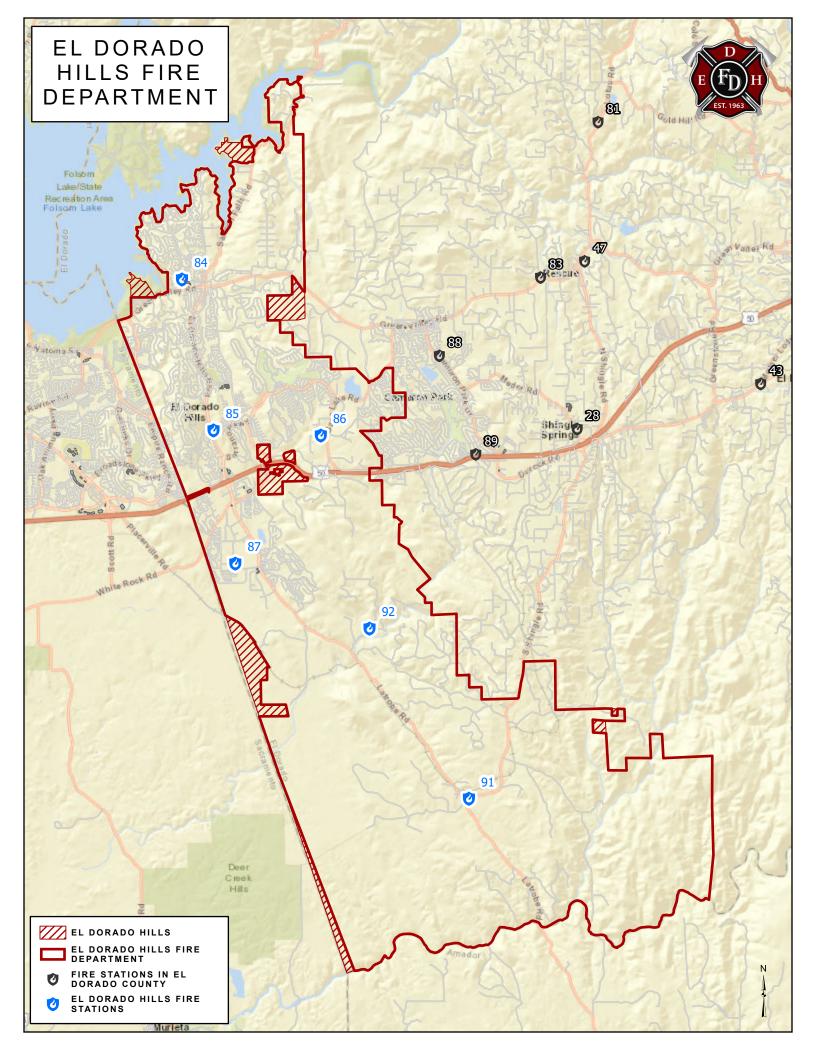
## **Appendix B: Combined Org Chart**

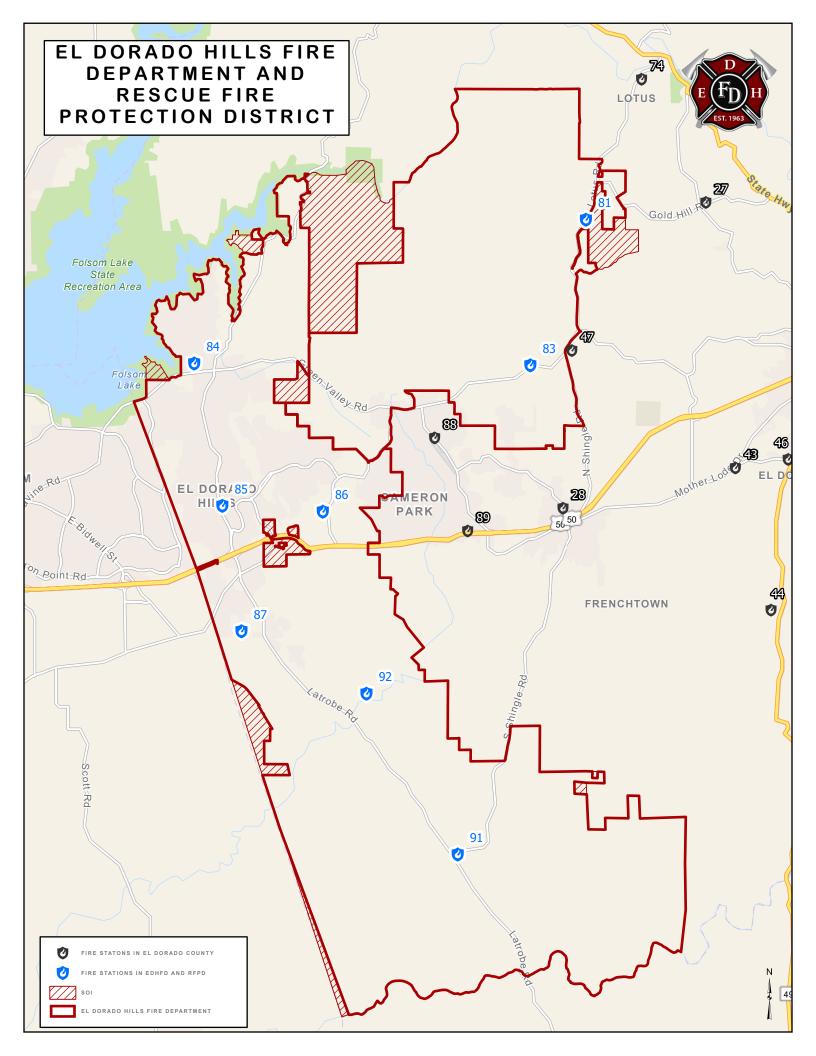


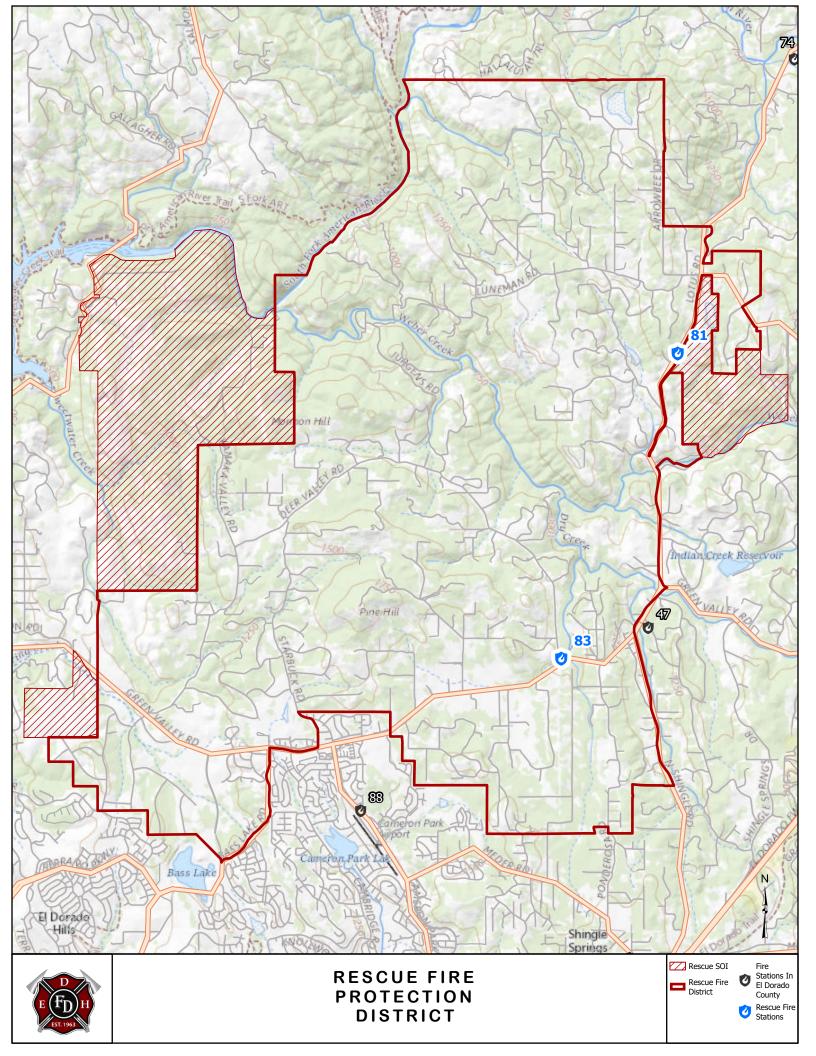


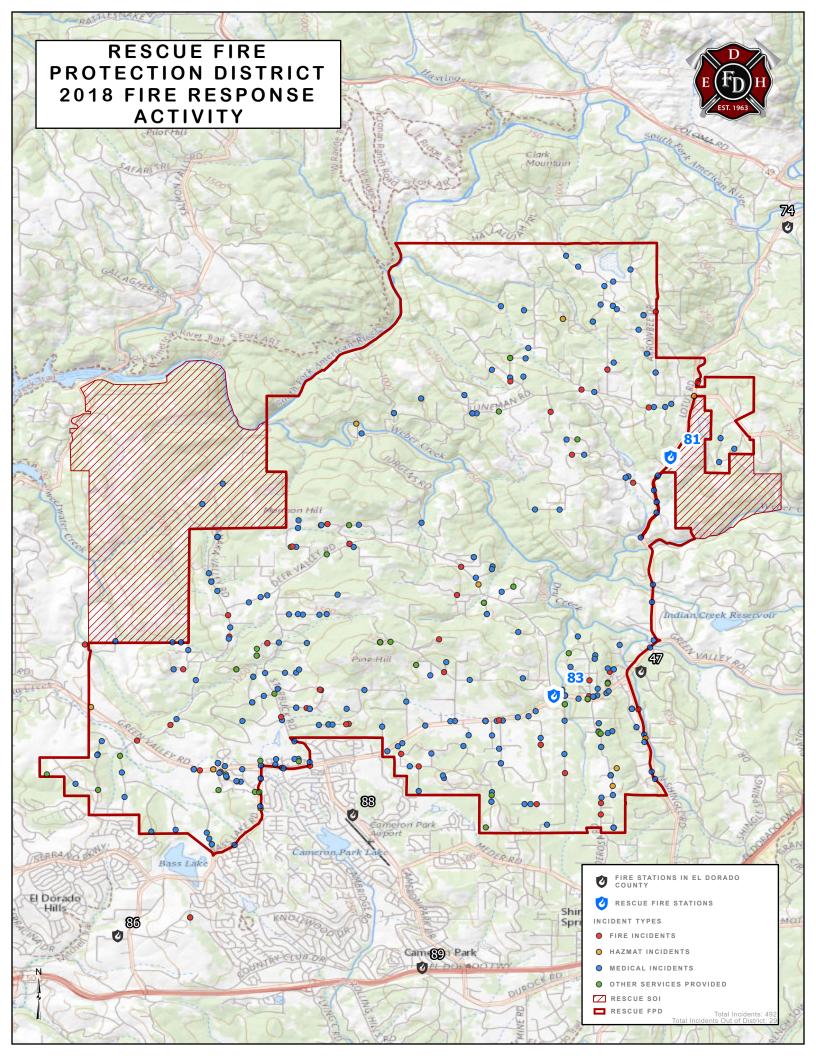
## **Appendix C: Maps**

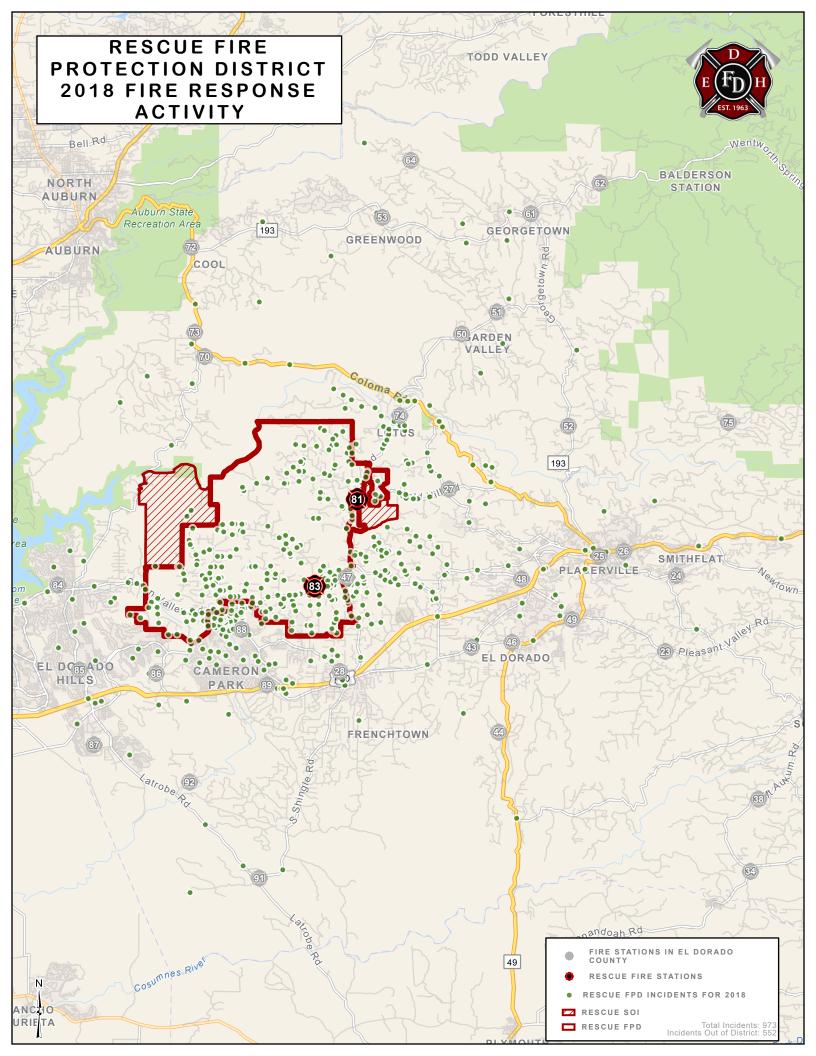


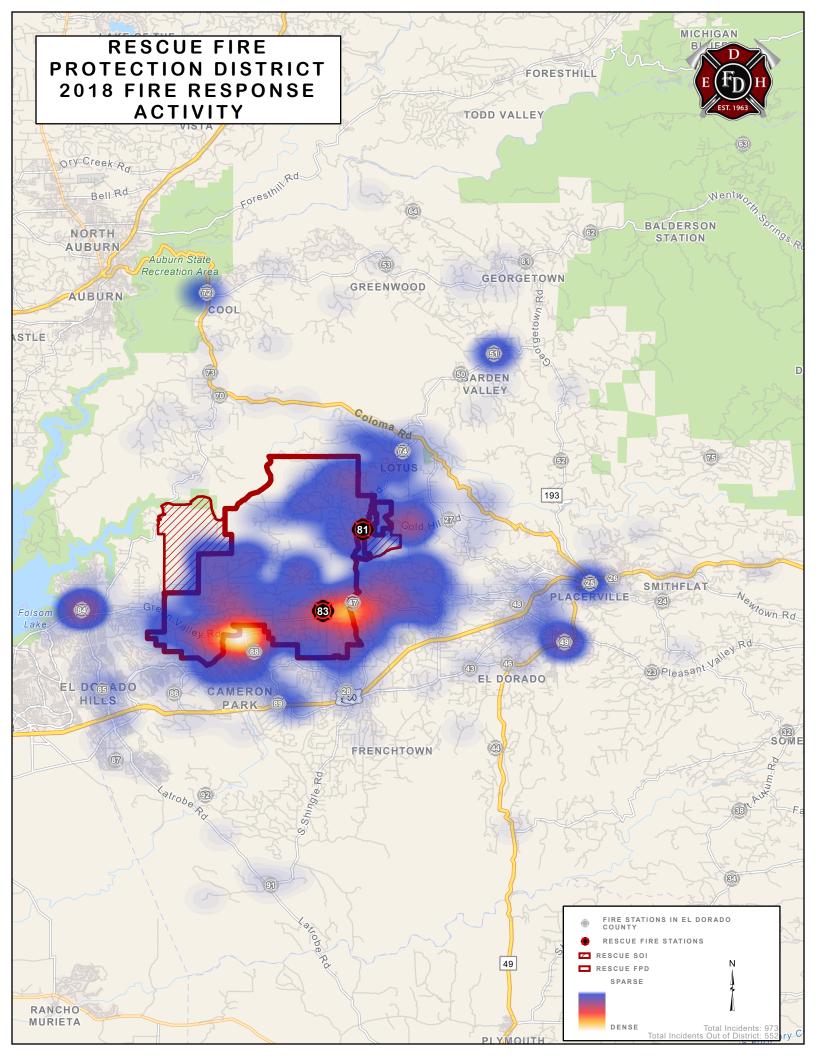


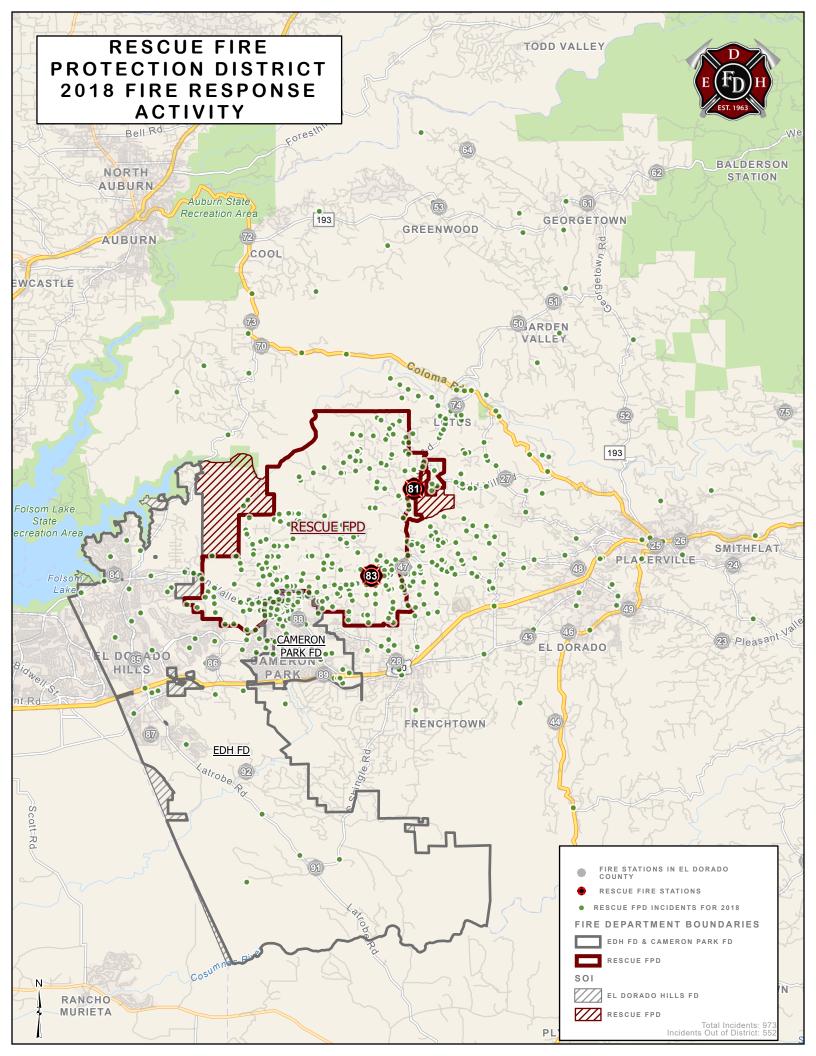












## **Appendix D: Financials**



## **EL DORADO HILLS FIRE DEPARTMENT**

#### **RESCUE ANNEXATION FINANCIAL ANALYSIS**



July 1, 2019 - June 30, 2024

	Fiscal Year							
ITEM		2019/20	2020/21		2021/22	2022/23	2023/24	
Labor Station 93 Dedicated Labor	ċ	1 259 054 - 6	1 450 202	ć	1 F20 024 - Ć	1.614.209 Č	1 702 402	
Station 83 Dedicated Labor	\$	1,358,954 \$	1,450,392	Ş	1,529,934 \$	1,614,208 \$	1,702,492	
Subtotal- Labor		1,358,954	1,450,392		1,529,934	1,614,208	1,702,492	
Out will be Coule								
Operating Costs Station 93 Dispatch Convices		0.500	0.720		0.001	10 220	10 496	
Station 83 Dispatch Services Station 83 Station Maintenance		9,500 60,973	9,738 62,497		9,981 64,060	10,230 65,661	10,486 67,303	
Station 83 Apparatus Maintenance		41,000	42,025		43,076	44,153	45,256	
Station 83 Services and Supplies		3,700	3,793		3,887	3,984	4,084	
Station 83 Support Equipment & Costs		60,664	53,931		55,279	56,661	58,077	
Station 83 Personnel Training		6,000	6,000		6,150	6,304	6,461	
Subtotal- Operating Costs		181,837	177,983		182,432	186,993	191,668	
CURTOTAL LABOR & ORFRATIAC COCT		4 540 704	4 (20 275		4 742 267	1 001 202	1 004 161	
SUBTOTAL LABOR & OPERATING COST	_	1,540,791	1,628,375		1,712,367	1,801,202	1,894,161	
Other Costs								
Station 83 Initial Capital Investment		45,000	_		-	_	_	
Station 83 Capital Replacement Allowance		226,822	226,822		226,822	226,822	226,822	
Rescue FPD Existing Retiree Health Pay-Go		39,022	40,583		42,206	43,894	45,650	
Rescue FPD Penion UAL Required Lump Sum Payment		108,626	127,000		148,000	166,000	176,000	
Subtotal- Other Costs		419,470	394,404		417,028	436,716	448,472	
TOTAL COST	\$	1,960,261 \$	2,022,779	\$	2,129,395 \$	2,237,918 \$	2,342,632	
TOTAL REVENUES	\$	1,500,000 \$	1,537,500	\$	1,575,938 \$	1,615,336 \$	1,655,719	
BUDGET DEFICIT	\$	(460,261) \$	(485,279)	\$	(553,457) \$	(622,582) \$	(686,913)	

## Appendix E: Rescue Capital Facilities and Equipment Assessment



## RESCUE FIRE PROTECTION DISTRICT



# Facility and Fleet Assessment

Provided by El Dorado Hills Fire Department

May 2, 2019

#### **OVERVIEW**

The following report was compiled following on-site visits at each facility owned by the Rescue Fire Department (Rescue). During these visits, an inspection was conducted by the El Dorado Hills Fire Department (EDHFD) to evaluate and provide a needs assessment for each station, each apparatus, and major equipment. A large portion of the information gained for this report was provided following many discussions with the crew members themselves. Their institutional knowledge was invaluable in the completion of this report.



#### **FACILITIES**



## Station 81

Location: 1722 Lotus Road, Placerville, CA 95667

Status: Unstaffed Station, Storage of Apparatus and Equipment

Constructed: 1989 Building: Butler Style

#### Needs:

- 1) General clean-up throughout. Signs of rodent remains as the facility is not occupied on a daily basis.
- 2) General updating of interior living quarters if it is to be staffed with personnel.
- 3) Clean and reduction of clutter in apparatus bay as well as upstairs.
- 4) Install an apparatus exhaust extraction system to remove carcinogenic particulates from apparatus when entering/exiting apparatus bay.
- 5) Obtain a certified inspection for mold, dry rot, bug and rodent infestation completed.
- 6) Have a qualified electrician evaluate all switches, outlets and panels.
- 7) Update and/or provide signs to comply with Federal, State and Local mandates.
- 8) Install an adequate eyewash/shower to comply with standards.
- 9) Repair of stairs to mezzanine as they are aged. Egress/exiting is impeded by support beam and stairs. Possibly will need redesign or relocation.
- 10)Install HVAC System.
- 11)Install safety bollards installed to protect propane tank from accidental impact from vehicles/apparatus.
- 12) Install an auto-switchover style generator for power outages.
- 13)Install gutters to allow for proper drainage in rear of building.

#### **Facility Recommendations**

EDHFD recommends that all general clean-up and reduction of clutter can be accomplished by crew members. Crews could also manage any minor to moderate repairs and installations based on the needs identified. EDHFD would seek out licensed professionals to obtain proposals and/or bids to accomplish larger projects (HVAC, Exhaust Removal System, etc.).



## **Station 83**

Location: 5221 Deer Valley Road, Rescue, CA 95672

Status: Staffed 24/7 Constructed: 1977

**Building**: Concrete block construction

#### Needs:

- Provide additional escape route from the upstairs offices/bedrooms and dayroom. Will need redesign of existing stairs and the addition of a second set of stairs or fire pole as space is limited.
- 2) Install door to kitchen as it is open to the apparatus bay where carcinogenic particulates from apparatus exhaust exist.
- Install enclosure to walkway/hallway outside offices/bedrooms and dayroom as it is open to the apparatus bay where carcinogenic particulates from apparatus exhaust exist.
- 4) Install a Fire Protection System.
- 5) Obtain a certified inspection for mold, dry rot, bug and rodent infestation completed.
- 6) Have a qualified electrician evaluate all switches, outlets and panels.
- 7) Install an advanced alerting system to notify the crews of incoming incidents.
- 8) Install an extractor to properly remove carcinogens from contaminated PPE.
- 9) Replace hose and nozzles that have been identified beyond life expectancy.
- 10) Replace SCBAs as they are nearing the end of their life expectancy.
- 11)General maintenance of pavement/grounds around the station.

#### **Facility/Equipment Recommendations**

EDHFD recommends that a large portion of the remodel/construction work be completed by a licensed contractor. Work to be completed would include enclosing the stairwell and walkway/hallway outside of the offices/bedrooms to isolate those areas from the continuous exposure of exhaust particulates caused by apparatus. Work would also

include enclosing the dayroom and additional escape route as identified above to isolate these areas from the continuous exposure of exhaust particulates caused by apparatus. Additionally, EDHFD recommends adding a door between the kitchen and apparatus bay to prevent continuous exposure to exhaust particulates. This would make significant progress to meet current standards. EDHFD has received a professional quote on the Station 83 remodel to include: enclosure to stairwell, second story hallway to offices/bedrooms and dayroom as well as the addition of egress from the second story equating to roughly \$250,000. It is also recommended to upgrade the Alerting system, HVAC system and Turnout PPE Extractor which is estimated at roughly \$50,000. The SCBAs, hose and nozzles that will need replacement are projected to cost roughly \$106,000. EDHFD would seek out licensed professionals to obtain proposals and/or bids to accomplish other larger projects such as the addition of a Fire Protection System.



Figure 1: Dayroom open to app bay

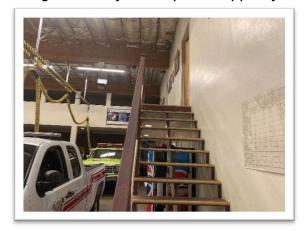


Figure 3: Stairwell up to Offices/Bedrooms & Dayroom



Figure 2: Hallway to Dayroom

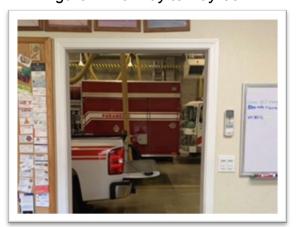


Figure 4: Kitchen doorway access to app bay



Figure 5: Outdated hoses and nozzles



Figure 7: Recommended Alerting System



Figure 6: SCBAs to be replaced



Figure 8: Recommended PPE Extractor

#### FLEET

#### Engine 83

E83 is a 2007 Pierce, Type 1 Engine. While this Engine has served Rescue and surrounding communities well for over 12 years, it is now in need of immediate evaluation to determine its disposition. E83 has had many mechanical and electrical issues over the past 5 years since it was involved in a major head-on collision. Since this accident, E83 experienced has three fires due to mechanical/electrical issues. The cost for continued maintenance/repair of this apparatus likely will exceed its value. It is currently housed at Station 83 for evaluation.



#### Water Tender 83

WT83 is a 1995 Freightliner with a 3000-gallon tank. This water tender is a considerable asset to Rescue and its community due to the large amount of non-hydranted areas within the response district. WT83 not only provides the needed water for an extended attack due to its large water tank but is also utilized as the primary pumping unit on many structural and wildland fires due to its increased pump capacity.



#### Engine 383

E383 is a 2006 Pierce Contender Type III Engine with 4-wheel drive. This apparatus is a very versatile apparatus. It is not only outfitted with a standard compliment of equipment for fighting wildland fires but is also equipped to handle a large variety of other non-fire emergencies especially in the absence of E83 over the past several years.



#### Squad 83

SQ83 is a 1986 Ford F350 light rescue pick-up. This apparatus has been in-service for over 28-years and due to its age has outlived it use for Rescue and the community.



#### **Engine 81**

E81 is a 1987 Ford F8000 Type I Engine. It was the first-out engine for Rescue for 20-years and is now the reserve Type I Engine to E83 since 2007. It has had very limited use due to its age and limited compartment space to carry needed equipment. E81 is not an ideal engine for use by Rescue personnel. There has



been interest in E81 by the local ROP program.

#### **Engine 381**

E381 is a 1999 International 4900 Type III Engine. This engine is the backup wildland response engine to E383. Although it is in good condition and with low miles, it is near the end of its life expectancy. Due to its limited use as E383 does not have many mechanical issues, E381 can serve as a backup Type III for a few more years.



#### **Parade Engine**

The Parade Engine is a 1942 White Fire Engine. This engine is a classic and is used as display for many of the community programs that Rescue participates in throughout the year. It is currently housed at Station 83.



#### **Maintenance Overview**

The basic maintenance has been completed by the crews and on occasion by outside vendors. Although some of the apparatus are still in good working condition, many of the apparatus meet replacement criteria. Maintenance records are electronically managed by EDHFD operational support staff.

#### Fleet Recommendations

National Fire Protection Association (NFPA) 1901 and 1912 establish standards for replacement and/or refurbishment of Fire Apparatus.

- Front-Line Apparatus → 15 years in-service as front-line
- Reserve Apparatus → 5 years in-service as reserve

The following are the major apparatus changes that would occur:

- 1) Immediately replace Engine 83 as frontline apparatus with a similarly equipped Type 1 engine.
- 2) Engine 83 will be further evaluated for final disposition as maintenance costs exceeds its value.
- 3) Repair/replace to Water Tender 83 water tank & add a quick dump.
- 4) Current Engine 81 will be offered to the El Dorado County ROP Program.
- 5) Squad 83 and Utility 81 will be designated as surplus.

APPARATUS	UNIT #	MAKE	MODEL	YEAR	PRIMARY USE	Pump GPM/Tank Capacity	DATE IN SERVICE	COMMENTS/ RECOMMENDATIONS
8300 Chief Utility	8300	Chevy	Tahoe	2008	Suppression	n/a	2008	Keep as Staff Vehicle
E381 Engine Type 3	8379	International	4900	1999	Suppression	500GPM/500G	1999	Maintain as Reserve
E383 Engine Type 3	8360	Pierce	Contender	2006	Suppression	500GPM/500G	2006	Replace FY 26/27
E81 Engine Type 1	8378	Ford	F-8000	1987	Suppression	1250GPM/1000G	1988	Surplus/Donate ROP
E83 Engine Type 3	8370	Pierce	Saber	2006	Suppression	1500GPM/700G	01/01/2008	Evaluate
SQ83 Squad	8355	Ford	F-350	1986	Other	n/a		Surplus
U81 Utility	8343	Ford	Explorer	2000	Other	n/a		Surplus
U83 Utility	8344	Chevy	Silverado 2500	2008	Other	n/a		Maintain as Utility
WT83	8396	Freightliner		1995	Suppression	1250GPM/3100G		Maintain as Frontline

Note: Rescue will have access to all EDHFD reserve apparatus as needed.

#### **Facility & Fleet Conclusion**

EDHFD finds no reasons which would prevent its personnel from staffing Station 83 and continuing 911 emergency and non-emergency response to the citizens of Rescue.

		Rescue F	ire Depart	ment	- Apparatus	Replace	ement Sche	dule		
Engine Number	Туре	Current Designator	Year Purchased	Years Old	Front Line /Reserve?	Cost to Replace	Years Until Replacement	FY to Replace	*Annual Savings/Yr Required	Comments/Feedback Upon Assessment
			Type 1 - 15 Ye	ars Front	Line/5 Years Reser	ve				
8370	1	E83	2007	12	Reserve	\$400,000	10	24/25	\$40,000	Immediately Replacement (S.A.F.E. Act Program)
8378	1	E81	1988	30	Reserve	0	N/A	N/A	\$0	Donate/Surplus to EDC ROP Program
								<u>SubTotal</u>	<u>\$40,000</u>	
	Type 3 - 20 Year Replacement Schedule									
8360	3	E383	2006	13	Front Line	\$400,000	7	26/27	\$57,142.86	Average, 7 years left on life
8379	3	E381	1999	20	Reserve	\$0	0	24/25	\$0	Average as a reserve, New motor with <2000 miles
								<u>SubTotal</u>	<u>\$57,143</u>	
		:	Squad/Type 6 - 10	Years Fr	ont Line/5 Years Re	serve				
8355	6	SQ83	1986	33	Front Line	\$0	N/A	N/A	\$0	Surplus immediately
								<u>SubTotal</u>	<u>\$0</u>	
			Water Tender -	- <mark>20 Year I</mark>	Replacement Sched	lule				
8396	WT	WT83	1995	24	Front Line	\$350,000	10	24/25	\$35,000	Average WT, Keep for additional 5 years at least
								<u>SubTotal</u>	<u>\$35,000</u>	
			Utilities - 20 Yea	ar Replace	ment or 150,000 n	niles				
8300	UTL	U??	2008	11	Front Line	\$50,000	N/A	28/29	\$0	Make staff vehicle instead of chief vehicle
8343	UTL	U81	1999	20	Staff Vehicle	\$0	N/A	N/A	\$0	Surplus immediately
8344	UTL	U83	2008	11	Crew Utility	\$60,000	10	28/29	\$6,000	Good Utility
								<u>SubTotal</u>	\$6,000	
				Grand <sup>*</sup>	<u>Fotal</u>				<u>\$138,143</u>	

## **Rescue Fire Protection District**

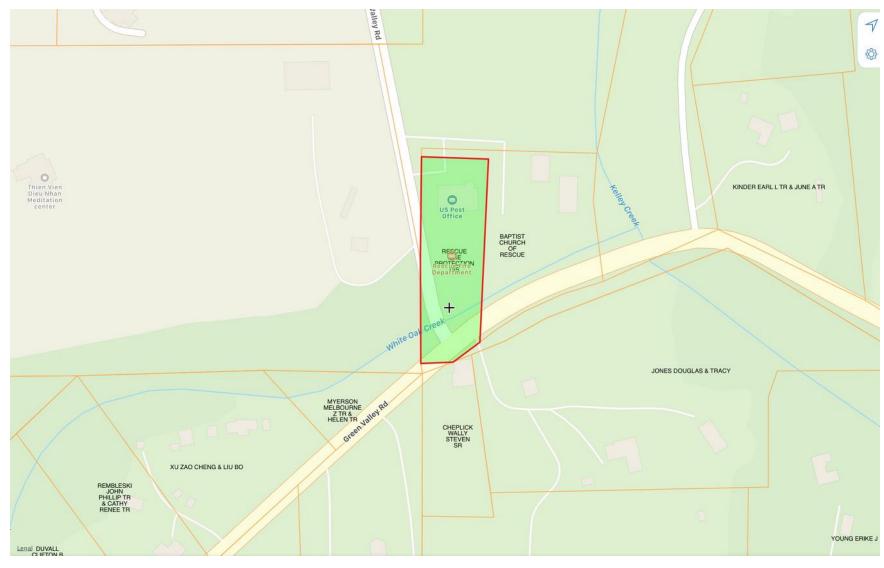
# 2018/19 Capital Asset Detail Land (Owned)



Parcel Number	Street Address	Acerage	Use
102-220-05-100	Green Valley Rd, Rescue, CA 95762	1.21	Vacant Residential Land
069-150-01-100	5221 Deer Valley Rd, Rescue, CA 95672	1.14	Misc. Improved Commercial Land
102-220-14-100	2395 Green Valley Rd, Rescue, CA 95672	1.36	Vacant Residential Land
105-290-46-100	1722 Lotus Rd, Placerville, CA 95667	0.58	Public Utility

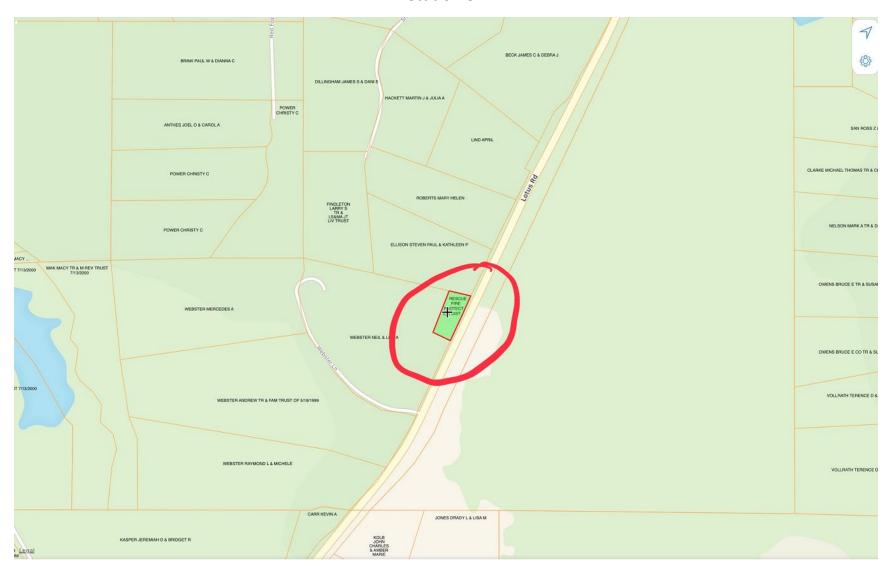
\*-----\* MetroScan / El Dorado (CA) :------\* Owner : Rescue Fire Protection Dis Parcel:069 150 011 Site :5221 Deer Valley Rd Rescue 95672 Xfered: 08/05/1976 Mail :5221 Deer Valley Rd Rescue Ca 95672 Price : Use:31 Com, Misc Improvements Phone : Bedrm: Bath: TotRm: YB: Pool: BldgSF: Ac:1.14 \*----: MetroScan / El Dorado (CA) :-----\* Owner : Rescue Fire Prot Dist Parcel:102 220 141 Site :2395 Green Valley Rd Rescue 95672 Xfered:01/16/1991 Mail :PO Box 201 Rescue Ca 95672 Price : Use:00 Vacant, Residential, Up To 2.5 Acres Phone : Bedrm: Bath: TotRm: YB: Pool: BldgSF: Ac:1.36
\*----: MetroScan / El Dorado (CA) :-----\* Owner : Rescue Fire Protection Dis Parcel:105 290 461 Site :1722 Lotus Rd Placerville 95667 Xfered:12/31/1986 Mail :PO Box 201 Rescue Ca 95672 Price : Use: 90 Misc, Public Utility Phone : Bedrm: Bath: TotRm: YB: Pool: BldgSF: Ac:.58 \*-----\* MetroScan / El Dorado (CA) :-----\* Owner : Rescue Fire Protect Dist Parcel:102 220 051 Site :\*no Site Address\* El Dorado Hills 95762 Xfered: 09/28/1976 Mail :PO Box 201 Rescue Ca 95672 Price : Use:00 Vacant, Residential, Up To 2.5 Acres Phone : Bedrm: Bath: TotRm: YB: Pool: BldgSF: Ac:1.21

## Station 83



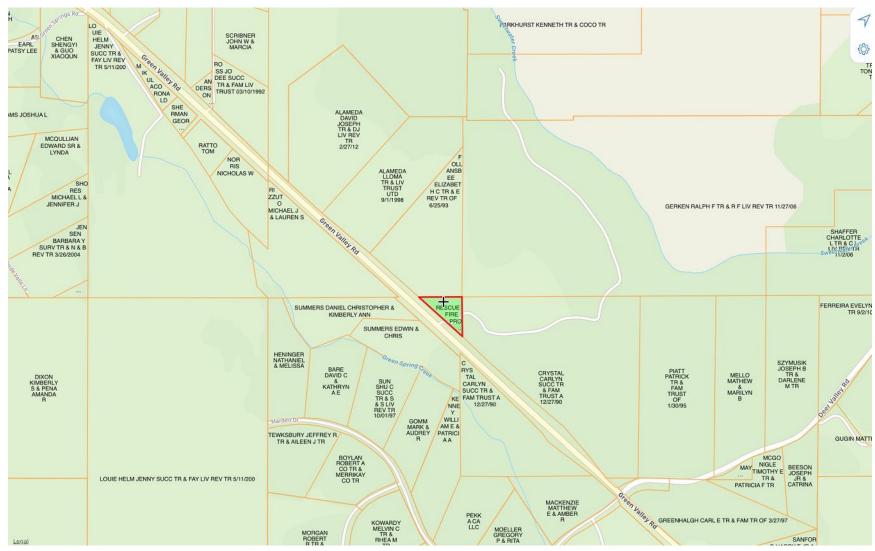
069-150-01-100 5221 Deer Valley 1.14 Acres Use: Misc. Improved Commercial Land

Station 81



105290046-100 .58 Acres Public Utility Use





102220005-100

1.21 Acres

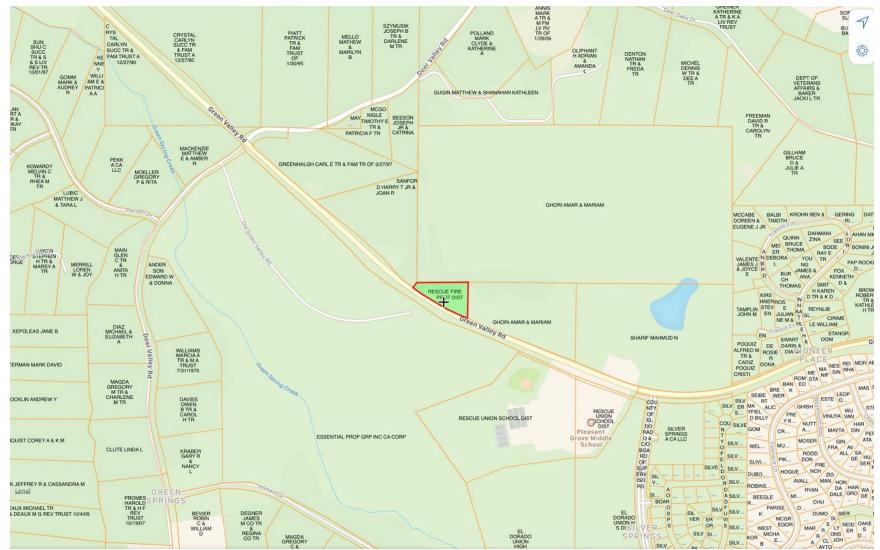
No Address

Use: Vacant Residential Land

# **APN 102-220-005**







102220014-100 2395 Green Valley Road 1.36 Acres Use: Vacant Residential Land

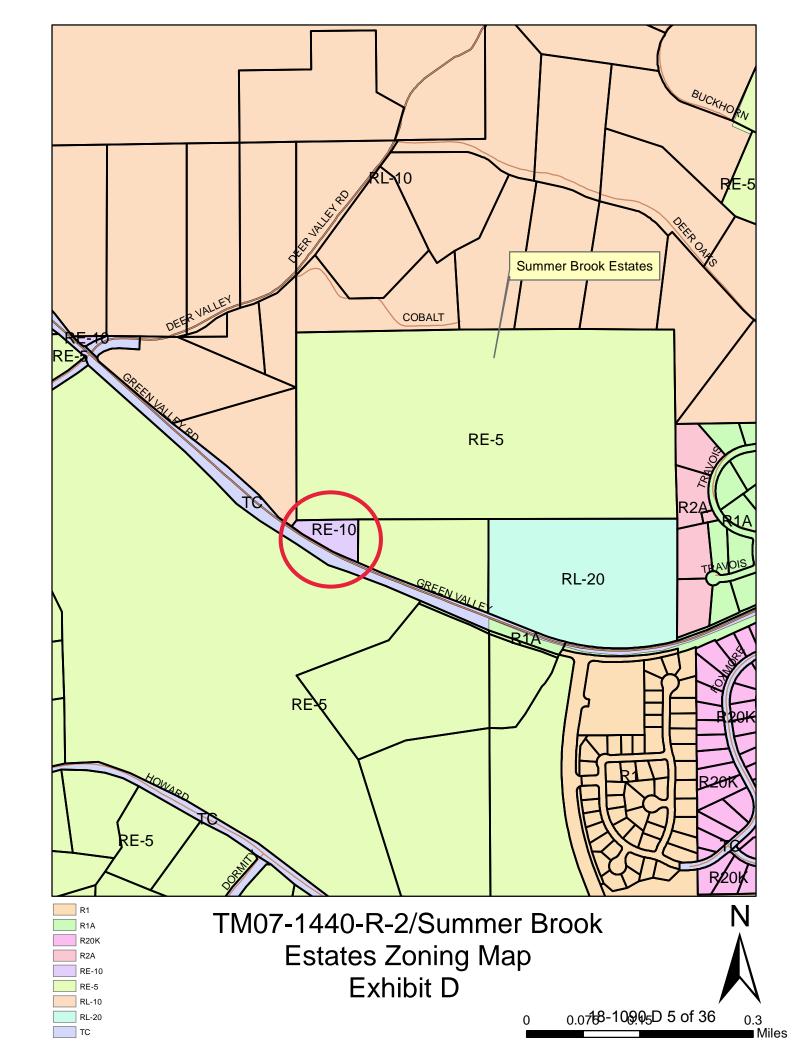
# APN 102-220-014 Summerbrook Development

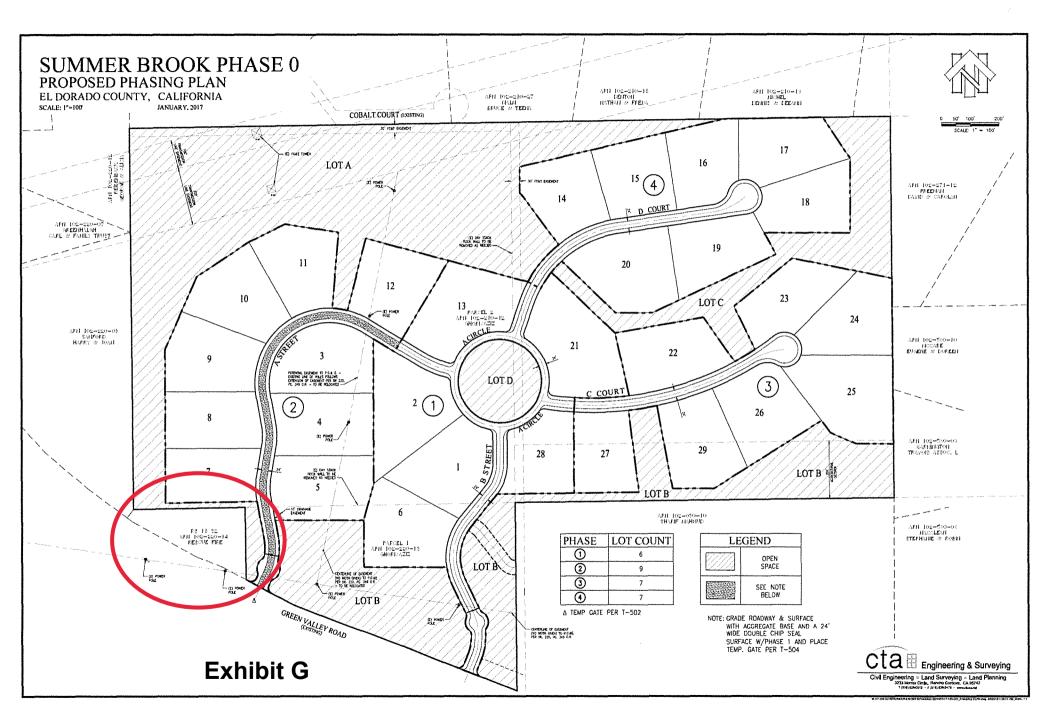




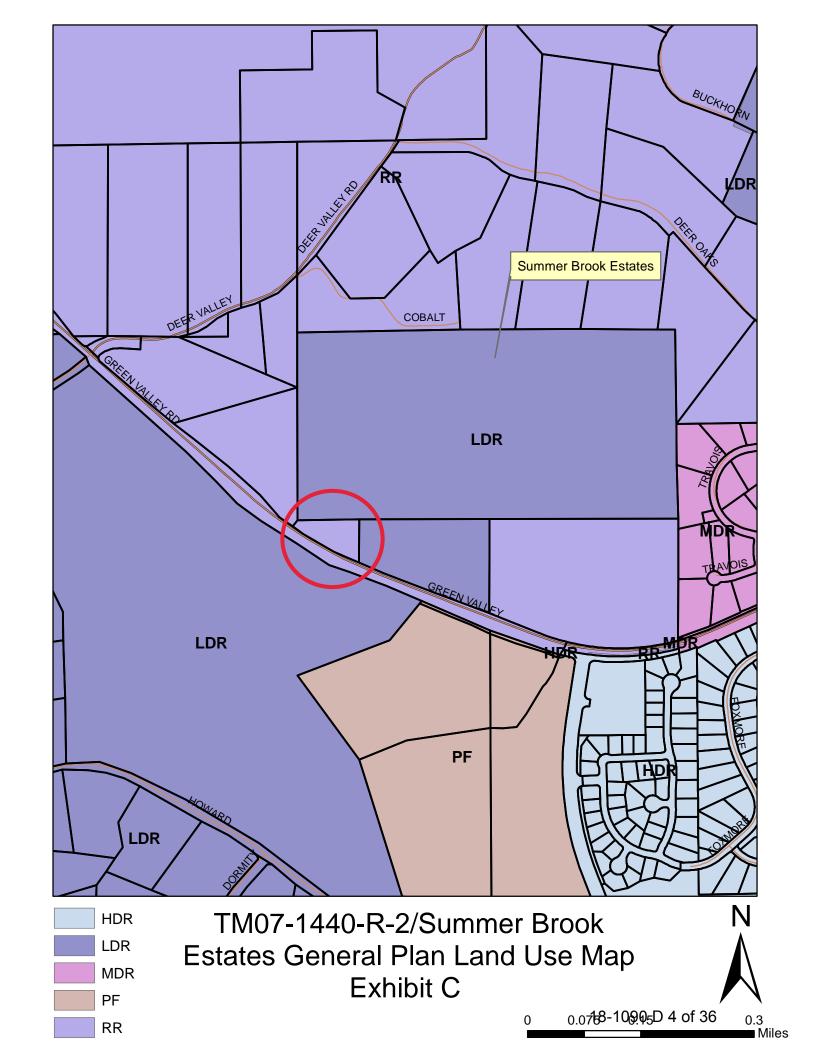


TM07-1440-R-2/Summer Brook Estates Aerial Map Exhibit E





TM 07-1819440-18-2

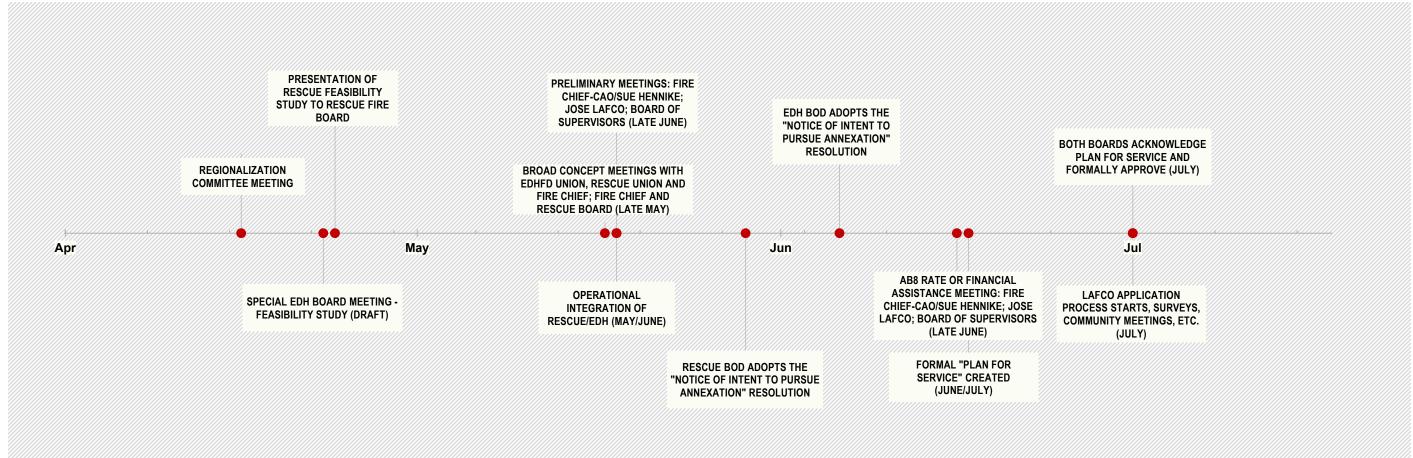


# **Appendix F: Proposed Annexation Timeline**



# **RESCUE ANNEXATION TIMELINE**





DATE	MILESTONE
4/30/2019	Regionalization Committee Meeting
5/7/2019	Presentation of Rescue Feasibility Study to El Dorado Hills Fire Board
5/8/2019	Presentation of Rescue Feasibility Study to Rescue Fire Board
5/31/2019	Broad Concept Meetings with EDHFD Union, Rescue Union and Fire Chief; Fire Chief and Rescue Board (Late May)
6/1/2019	Operational Integration of Rescue/EDH (May/June)
6/1/2019	Preliminary Meetings: Fire Chief-CAO; LAFCO; Board of Supervisors (Late June)
6/12/2019	Rescue BOD Adopts the "Notice of Intent to Pursue Annexation" Resolution
6/20/2019	EDH BOD Adopts the "Notice of Intent to Pursue Annexation" Resolution
6/30/2019	AB8 Rate or Financial Assistance Meeting: Fire Chief-CAO;LAFCO; Board of Supervisors (Late June)
7/5/2019	Formal "Plan for Service" created (June/July)
7/15/2019	Both Boards acknowledge Plan for Service and formally approve (July)
7/15/2019	LAFCO Application Process starts, surveys, community meetings, etc. (July)

# **Appendix G: Integration Plan**



# **Rescue Integration Plan**

Main	Sub - category	Description	Assigned to	Date
Category				Completed
Budget				
	Needs FY19-20			
		Hose		
		SCBA's		
		2 – 800 MHz radios (if we can't find two to loan to them)		
		Turnouts		
		E83 replacement		
		WT83 tank replacement		
		Nozzles		
	Management of Budget			
		Jessica to learn	Braddock	
		Access/passwords to County system	Braddock	
		Load programs to Jessica's EDH Computer	Braddock	
		2019 Timeline for Budget Process	Braddock	
Equipment				
	Hose			
		Replacement of the 1 ½" attack lines. We use 1 ¾" hose on all engines.	Warman/	
		This is key as technically a backup is equal or greater in size. And since	Karnow	
		RES covers our stations, this is very important. You will need 200' of RED		
		1 ¾" hose for all type 1's and 200' of YELLOW 1 ¾" hose for all type 1's.		
		Nozzles – please plan on replacement of all nozzles to match EDH nozzle	Warman/	
		specs	Karnow	

	SCBA's		
		Critical replacement need	Warman/
			Morgan
		Evaluate correct SCBA numbers including cylinders	Warman/
			Morgan
		Purchase new SCBA's	Warman/
			Morgan
	Turnouts		
		Evaluate current turnout inventory – ASAP	Balak/ Smith
		Develop a purchase plan for new turnouts	Balak/ Smith
		Purchase \$10,000 in current year	Balak/ Smith
		Interns must be considered	Balak/ Smith
		Goal – two sets for all employees	Balak/ Smith
		GRANT	Warman
	Radios		
		Ensure all Rescue employees have a radio	Lilienthal
		Purchase 800mHZ portables for Folsom response – BUDGET ASAP	MacKenzie/
			Warman
	iPad at 83's		
	in du de SS 3	Send an iPad to Station 83 for inspections and general use	Sommercam
		Series and Medical Control of the Series and	p
Apparatus			
	Apparatus Inventories		
		Inventory provided to Zarback for all RES apparatus – reformatted to	Delaney/
		match EDH – assign to RES employee	Zarback
		Add Member from Rescue to EDH Equipment Committee – for input	Brady

		No equipment changes without EDHFD Equipment Committee approval and EDHFD command staff approval	Brady	
	Apparatus			
	PP: 3333	All apparatus repair, maintenance, etc. – through Kerwood and Chief JJ	Kerwood/ Balak	
		Evaluate RES apparatus and develop or add them to EDH Replacement Schedule	Brady	
		Develop RES apparatus replacement schedule to exactly match EDH format	Brady	
		Consider plan for apparatus replacement – E83	Brady	
		Surplus plan and staff reports drafted	Brady/ JJ	
		New tank on WT83	Brady/ JJ	
Hiring				
	Vacant Position			
		Develop a plan to hire for vacant position at FF/PM or FF/EMT	Lilienthal	
		Develop/review job description	Lilienthal	
		Develop recruitment flyer	Lilienthal	
		Design process	Lilienthal	
		Execute hiring process	Lilienthal	
		Notify prior candidates who applied	Jodi	
IT				
	Internet			
		Learn management of Rescue Internet or keep it – but linked from EDH Fire Home Page	Kristin/ Jones	
		Add Rescue Tab to EDH Front Page of internet	Kristin/ Jones	
		EDH to manage both internets	Kristin/ Jones	
			1.115	_

Social Media			
	RES Social media review	Jones/	
		Burvant	
	EDH Facebook/PR to handle RES issues same as EDH does now	Jones/	
		Burvant	
	Add Brett Jones to EDH PR Committee – blend two together	Jones/	
		Burvant	
Email			
	Use @rescuefiredepartment.org email until annexation is completed	Megan/IT	
	Check/add Rescue employees emails to appropriate EDH email groups	Megan/IT	
	Training		
Intranet	Ensure all Rescue employees can log into intranet	Megan/IT	
	Training on this	Lilienthal	
	Make password cheat sheet for Rescue employees	Lilienthal	
District Calendar			
	EDH District Calendar include RES employees only (Captain posting access only)	Megan/IT	
	District calendar followed by RES employees	Lilienthal	
	Train Rescue Employees and clear expectations on use	Lilienthal	
	EDH to consider Rescue activities – PR, etc. when scheduling		
Phone list, rosters and seniority lists			
	Add to EDHFD intranet under HR Documents	Jodi/ Wright	
	Check and update documents	Jodi/ Wright	

	RMS		
		Review Rescue Program vs Firehouse	Brady/
			Jones
		Same platform or explore new	Brady/
			Jones
		BC QA	Brady
		Same Firehouse reporting standards as EDHFD – firehouse users guide	Brady/
			Jones
		Training needed here	
	Basecamp		
		Login access	Megan/IT
		Train Rescue employees on Basecamp	Lilienthal
Policy			
· oney			
	Policy Manual		
		Suspend RES policies/Ops Documents very slowly as we blend	Lilienthal
		EDH Policies will take the place over time	Lilienthal
		Training needed for RES Captains at this time	Lilienthal
	Chain of Command		
	Communa	Chain of command understanding	Lilienthal
		Participate in Shift Conference Calls	Brady
	Worker's Comp		
		Follow EDH process and policy	
		Need Rescue login and contacts for filing a claim	Lilienthal
		Training needed here ASAP	
		Suspend RES policy on this ASAP	
		Forms	

	Purchasing		
	Practices		
		CalCard – review process and controls	Lilienthal
		Purchasing equipment and policy review	Lilienthal
	Payroll		
		Jessica to learn process as backup to Jodi	Jessica/ Jodi
	Business Practices		
		Annual reporting requirements ok? OSHA, Development fees, etc.	Lilienthal
		Current RES policy manual plan of action for integration and training	Lilienthal
		Access to all Rescue electronics files and word documents, Drop Box, etc.	Lilienthal
	Insurance		
		Review all RES insurance coverages – general liability, auto, comp, etc.	Lilienthal
		Add EDH and RES employees to each other's insurance plans	Lilienthal
		Goal – use employees in each other's agencies without liability being compromised	Lilienthal
Operations			
	Response Area Leaving		
		No response area vacating without B85 approval	Brady
	District		
	Coverage for		
	Training	We will not leave 22/2 and a sent without appearing from 522 that the	Bus div
		We will not leave 83's area vacant without guarantee from E88 that they	Brady
		will remain in district (not at 89's)	Produ
		Add E83 to EDH internal move-up and cover POLICY	Brady

	Review Countywide move-up and cover policy with Mo – E83 focused review	Brady	
Maintenance of Stations			
	All maintenance through Bichel with a RES employee dedicated to be the RES rep to help Bichel	Bichel	
Daily Staffing of RES			
	Use Telestaff for all RES staffing	Brady	
	EDHFD Telestaffers to manage RES hiring – is there a hiring policy? Match EDHFD	Brady	
	At a minimum – Telestaff must reflect who is working in RES each day	Brady	
Deployment Measures Policy			
	Cover WT83 issues and response (splitting)	Brady	
	Review Deployment of Resources Policy w RES employees – some decisions here	Brady	
SOG's			
	Review SOG's against 2-0 staffing models of RES and LTB areas	Brady	
	Use experience of 91/83 crews to help draft 2-0 SOG's	Brady	
OES			
	Consider RES employees to be allowed to staff EDH OES assets	Lilienthal	
	Strike Team Deployment policy and plan? Can we use E83 in EDH's strike team rotation and deployment?	Brady	
	Daily Staffing of RES  Deployment Measures Policy  SOG's	Maintenance of Stations  All maintenance through Bichel with a RES employee dedicated to be the RES rep to help Bichel  Daily Staffing of RES  Use Telestaff for all RES staffing  EDHFD Telestaffers to manage RES hiring — is there a hiring policy? Match EDHFD  At a minimum — Telestaff must reflect who is working in RES each day  Deployment Measures Policy  Cover WT83 issues and response (splitting)  Review Deployment of Resources Policy w RES employees — some decisions here  SOG's  Review SOG's against 2-0 staffing models of RES and LTB areas Use experience of 91/83 crews to help draft 2-0 SOG's  Consider RES employees to be allowed to staff EDH OES assets Strike Team Deployment policy and plan? Can we use E83 in EDH's strike	Maintenance of Stations  All maintenance through Bichel with a RES employee dedicated to be the RES rep to help Bichel  Daily Staffing of RES  Use Telestaff for all RES staffing EDHFD Telestaffers to manage RES hiring – is there a hiring policy? Match EDHFD  At a minimum – Telestaff must reflect who is working in RES each day  Deployment Measures Policy  Cover WT83 issues and response (splitting) Review Deployment of Resources Policy w RES employees – some decisions here  SOG's  Review SOG's against 2-0 staffing models of RES and LTB areas Use experience of 91/83 crews to help draft 2-0 SOG's  Consider RES employees to be allowed to staff EDH OES assets Lilienthal Strike Team Deployment policy and plan? Can we use E83 in EDH's strike

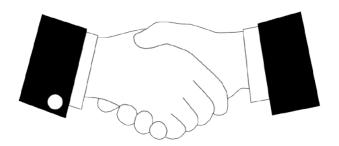
List		
	UPDATE the Current EDH list to include RES	Brady/Jones
	Begin the process of blending two program managers into one	
	Maybe some EDH programs are managed by RES employees like grants?	
	RES employees to follow this document	
Meetings		
	Include RES Captain's	Brady
	Dates for 2019 – May 20 <sup>th</sup> and Sept 23 <sup>rd</sup>	Brady
Target Solutions		
	Target Solutions integration	MacKenzie/ Jones
Inclusion		Jones
IIICIUSIOII	Include Rescue in all FDH Training	MacKenzie
Records	morade Nesede in an EDIT Training	WideNetizie
1,000,00	All certs, training files and records move to EDHFD	MacKenzie/ Jones
	Review all certs of employees and determine qualification level	
Training Manual		
	Follow all EDHFD Training Manual Drills – assign a RES liaison to draft needed RES Target Hazard Specific training standards for inclusion in EDHFD training manual	MacKenzie/ Jones
	Target Solutions Inclusion Records	Maybe some EDH programs are managed by RES employees like grants?  RES employees to follow this document  Meetings  Include RES Captain's  Dates for 2019 – May 20 <sup>th</sup> and Sept 23 <sup>rd</sup> Target Solutions  Target Solutions integration  Inclusion  Include Rescue in all EDH Training  Records  All certs, training files and records move to EDHFD  Review all certs of employees and determine qualification level  Training Manual  Follow all EDHFD Training Manual Drills – assign a RES liaison to draft needed RES Target Hazard Specific training standards for inclusion in

Volunteers				
/Interns				
,	Intern			
		Evaluate the two programs	Anselmo/	
			Balak	
		Plan to blend the two programs together	Anselmo/	
			Balak	
	Explorers			
		Evaluate the programs (Does RES have or want this program)	Hathaway/	
			Balak	
		Plan to blend the two programs together (or develop)	Hathaway/	
			Balak	
	Volunteers			
		EDH has a CVIS program – does RES have different types of volunteer type programs?	BC	
Associatio				
ns				
	Associations			
		Review activities of EDH and RES Associations		
		Plan to support both associations throughout each year		
Prevention				
	Prevention			
		All inspections just as EDHFD – Deadlines, etc.	Cox	
		All Prevention duties to Cox effective March 1, 2019	Cox	
		Cox to review all RES programs and blend with EDH – full support and integration	Cox	
		Advise County of change of routing of customers and plans	Cox	
		Confirm fee schedules ok	Cox	

Grants				
	Grants			
		SAFER?	Joel	
		SCBA's for EDH and RES	Joel	
		Extrication equipment	Joel	
		Water rescue equipment	Joel	
		Wildland Fire Safe/Evac ideas?	Joel	
MOU				
WIOO	Negotiations			
		RES MOU expires soon	Мо	
		Send formal letter on negotiations	Мо	
		Execute negotiations process	Мо	
		Jodi does not have an agreement – develop agreement of pay and benefits	Мо	

Rescue Fire Department Roles & Responsibilities				
Warman	SCBA's, Radio's, Medical Supplies, MAC/CQI, Hose Testing, Hydrants, Fire Extinguishers, Hurst Equipment, Pub. Ed., Grants, CPR, ACLS/PALS			
Jones	State/Mobile/Station IT, Small Tools, Training, Website/Facebook/Instagram PR, Red Cards, Emergency Reporting (admin/CQI), Narcbox			
Balak	PPE, Intern/Volunteer hiring, Vehicles liaison			
English	Facilities, CPR, Hand tool maintenance			
Delaney	Inventories			
Martin	Car Seats, CPR, Dept. T-shirts, Payroll, Board clerk, Fire Safe Council			

# MEMORANDUM OF UNDERSTANDING



September 30, 2013 – September 30, 2015

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#### MEMORANDUM OF UNDERSTANDING

#### I. GENERAL

- A. El Dorado Hills Professional Firefighters Association (herein referenced to as "Firefighters") and representatives of the El Dorado Hills County Water District (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, 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.
- **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 Memorandum of Understanding shall be presented by the Firefighters to the employees in the District 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 September 30, 2013, upon execution and ratification by the employees and ending September 30, 2015.
- **D.** This Memorandum of Understanding cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict.

#### II. <u>AUTHORIZED AGENTS</u>

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

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

El Dorado Hills Professional Firefighters 1050 Wilson Blvd. El Dorado Hills, CA 95762

#### III. <u>DISTRICT AND EMPLOYEE RIGHTS</u>

- District Rights. District retains, solely and exclusively, all the rights, powers and A. authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by District 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 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 Sections 3500 of the Government Code.

#### 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.

#### V. AGENCY SHOP

- A. It is recognized that all employees in the bargaining unit may or may not join the Association, at the individual's discretion, and that no such employee shall be required to become a member of the Association as a condition of initial or continued employment by the District.
- **B.** It is further recognized that the Association, 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 Association 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 Association and pay Association dues or pay an agency fee to the Association; 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 Association dues, assessed uniformly against all Association Members. Such dues or fees shall be payroll deducted.

#### VI. <u>SENIORITY</u>

- A. The District shall establish a seniority list of regular status employees in the Association, which shall be updated by the District by October 1st of each year, and immediately be posted on the bulletin board of each fire department work location for thirty (30) days. Unless an objection to the seniority list as posted is made to the Association and the District by an employee within thirty (30) days from the day such list is posted, the list will be considered accurate and final.
- **B.** District seniority shall be based on total unbroken service in the District as a full-time regular employee receiving benefits. The actual date of hire shall be used for this determination.
- C. In the event two or more persons are hired on the same calendar date, seniority in the 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.
- **D.** 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.

#### VII. TERMS AND CONDITIONS OF EMPLOYMENT

#### A. Salaries.

- 1. Paramedic Captain Wage is formulated at four percent (4%) above a Captain wage. An Engineer Paramedic wage is formulated at five percent (5%) above an Engineer wage. A Paramedic Firefighter wage is formulated at nine percent (9%) above a Firefighter 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, 2013

STEPS	1	2	3	4	5
PARAMEDIC/ ADMIN. CAPTAIN	8,069	8,473	8,897	9,342	9,809
ADMIN. CAPTAIN	7,759	8,147	8,555	8,983	9,432
PARAMEDIC/ CAPTAIN	7,496	7,872	8,266	8,679	9,113
CAPTAIN	7,208	7,569	7,948	8,345	8,762
PARAMEDIC/ ENGINEER	6,601	6,931	7,278	7,642	8,024
ENGINEER	6,286	6,601	6,931	7,278	7,642
PARAMEDIC/ FIREFIGHTER	5,975	6,275	6,588	6,917	7,263
FIREFIGHTER	5,481	5,756	6,045	6,346	6,663

- **3.** An employee shall remain in a step for a period of one year before being eligible for a step increase.
- **4.** 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.
- **5.** 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.
- 6. Cost of living increase: Any salary adjustment shall be contingent upon the availability of funds. Terms: 1% increase in base salary for every 2% (or portion thereof) growth in El Dorado Hills Property Tax Revenue for 2014/2015 Fiscal Year with a maximum of 4% salary increase. (Example: 3% property tax growth equals 1.5% increase in base salary). Future cost-of-living increases will be added to the base salary increments per rank.
- 7. No employee shall be involuntarily reassigned, through promotion, demotion or other action, to the forty- (40) hour captain/fire prevention specialist position
- **8.** FLSA cycle shall be 24 days.
- **9.** The following is the formula for converting fifty-six- (56) hour leave to forty- (40) hour position leave:

Hours on books X 71.5% = Converted Time

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

Hours on books X 140% = Converted Time

#### **B.** Duty Hours and Schedule.

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:

XX0000XX0000

Where: X = 24 consecutive hours ON DUTY.

O= 24 consecutive hours OFF DUTY.

- 2. Employees assigned to a forty- (40) hour work schedule (non-shift personnel) in fire suppression shall work Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., or at the Chief's discretion.
- 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., the 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 on or before September 1st to accommodate the District'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 promotional (in rank) seniority list. The Firefighters will be responsible for the facilitation, execution, and overall supervision of the Shift Bidding Process. Shift bid packets shall consist of seniority list, bid dates and times, and appropriate calendar. Shift Bidding is based on hire / 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 Chief or Chief's Designee at his discretion shall place any employee that has failed to bid at his/her designated time into the remaining open shift matrix.

1. During the shift bid, each employee will be notified of available stations and shifts including current assignments from previous bids.

- 2. The Chief or Chief's 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 tier bidding process beginning first with the rank of Captain until all open Captain's spots have been filled.
- **4.** The next tier of the bidding process continues with the rank of Engineer until all open Engineer slots have been filled.
- 5. The next tier of the bidding process continues with the rank of Firefighter/Paramedic until all open Firefighter/Paramedic slots have been filled.
- 6. 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 may request voluntary movement from all personnel. If more than one qualified employee volunteers for movement, the Operations Chief shall consider the following:
  - a. Hire / Promotional Date Seniority. (Most Senior Employee)
  - b. Situational Priority.
- 7. 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 requested voluntary movement from all personnel and no volunteers come forward, the Operations Chief shall consider the following:
  - a. Hire / Promotional Date Seniority. (Least Senior Employee)
  - b. Situational Priority.

#### **D.** Call Back Compensation.

- 1. <u>Defined</u>. 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, 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.** <u>Compensation.</u> "Call Back" time shall be overtime and shall be paid in accordance with overtime pay provisions.

#### **E.** Uniform and Uniform Allowance.

Each employee shall receive an annual clothing allowance of FIVE HUNDED DOLLARS (\$500.00), payable in equal installments on the first full pay period of July and January.

#### **F.** Overtime.

- 1. <u>Authorization</u>. The District Chief or his/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.
- 2. <u>Definition</u>. 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.
- 3. <u>Compensation</u>. 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.
- 4. In the event overtime is incurred due to a non-shift employee voluntarily filling in for shift personnel, overtime shall be calculated by converting the affected employee's salary from a 40-hour to a 56-hour work schedule (i.e., employee's basic weekly salary divided by 56 hours X number of hours worked X 1.5). If an employee is assigned a mandatory overtime, the overtime shall be compensated at one and one-half (1-1/2) times the employee's basic hourly rate of pay.

#### 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 Pay.

In addition to the base salaries set forth in Section A hereof, employees with the following educational degrees or certificates shall receive additional compensation as specified, provided a current certificate is presented to the District. 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 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-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. Department of Education or the Council for Higher Education Accreditation (CHEA). (Exceptions to this rule must be approved by the Chief, or by appeal to the Board.)

All education degree incentives are non-stackable. 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

#### **I.** Paramedic Compensation and reimbursement.

- Paramedics must be a paramedic in good standing as required by the base hospital and EMS Agency of El Dorado County to be eligible for incentive pay.
- The District shall reimburse paramedic personnel for 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.)

- ACLS Advanced Life Support (Bi-annual certification)
- PALS/PEPP Pediatric Advanced Life Support (Bi-annual certification.)
- FTOs ONLY ITLS or BTLS or PHTSL International or Basic or Pre-Hospital Trauma Life Support
- Class fees shall be reimbursed upon documentation of successful completion and shall not exceed \$200 per class.
- The District shall reimburse the fee for the State Paramedic License.
- District shall reimburse field training officers for internships and field accreditation up to the amount the District is reimbursed by the JPA.

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

- When a Firefighter has been assigned as acting engineer or captain in the absence of the regular shift engineer or captain for a period of one (1) or more hours in one shift, he/she shall receive a five percent (5%) increase in salary for the hours worked in that position.
- 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 shift, he/she shall receive a five percent (5%) increase in salary for the hours worked in that position.
- When a captain has been assigned as acting battalion chief in the absence of the regular shift battalion chief for a period of 1 or more hours in one shift, he/she shall receive a five percent (5%) increase in salary for the hours worked in that position.
- Assignment of acting positions shall be at the discretion of the Chief or Deputy Chief.
- Minimum qualifications for acting engineer, acting captain, and acting Battalion Chief positions shall be established by the Chief.
- Eligibility for acting engineer, captain, or battalion chief positions does not entitle the employee to fill a permanent position when available. Testing for the 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:
- The employee is qualified to work in the capacity of the position being filled (i.e. paramedic, driver/operator, etc.).
- The position being filled by the downgrading employee is to avoid a mandatory fill of that position.
- Downgrading may occur when authorized by the Fire Chief or his/her designee.
- Employees who wish to downgrade and work at a lower rank shall have the same authority of the position they are filling.
- Employees who wish to downgrade and work at a lower rank shall be paid at their normal overtime wage.

#### L. Longevity Pay.

The District 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

<sup>\*</sup>Note: Years of Service must be as a paid employee of the District and continuous, without interruption. Pay shall be updated on pay period following anniversary dates.

#### VIII. RETIREMENT

**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 Level (section 21573), with One Year Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The District shall treat Employer-Paid Member Contributions as CalPERS reportable compensation.

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.

**B.** Employees hired after November 26, 2012, who are 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 Level (section 21573), with Three Years Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The District shall treat Employer-Paid Member Contributions as CalPERS reportable compensation.

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.

C. Employees hired after December 31, 2012, who are new members (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 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 (currently 11.5%). This contribution may fluctuate with fluctuations in the normal cost rate.

#### IX. <u>BENEFITS</u>

#### **A.** Health.

1. District 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.

#### **B.** 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 remains in the CalPERS program.
- 2. Employees hired after February 29, 2012, who retire from the El Dorado Hills County Water District (Fire Department), are eligible to receive a District contribution toward their post-retirement health benefits if they: a) have a minimum of five (5) years of PERS-credited service with the El Dorado Hills County Water District (Fire Department), and b) have a total of at least ten (10) years of PERS-credited service. Once an employee has completed five (5) years of service with the El Dorado Hills County Water District (Fire Department), their eligibility for post-retirement health benefits will include all years of PERS-credited service, including any service with another public agency.
- 3. Employees meeting the criteria above will receive a District contribution towards their post-retirement health benefits as defined in Government Code 22892 as follows:

Total Credited Years of Service	Percent (%) of District 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.** 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, onehundred 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, 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 Professional Firefighters' Association) 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.
- **D.** <u>Life Insurance.</u> District shall maintain a 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.
- E. <u>Disability Insurance</u>. District shall maintain a sixty-day disability insurance policy as provided by California Association of Professional Firefighters for safety personnel.

#### X. HOLIDAYS

- A. The District 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 divided by twenty-six (26) pay periods and 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 non-shift personnel shall receive the following paid holidays:
  - January 1 New Year's Day
  - January Martin Luther King Day (Observed)
  - February (3rd Monday) President's Day
  - May (Last Monday) Memorial Day
  - July 4 Independence Day
  - September (1st Monday) Labor Day
  - October 12 (Observed) Columbus Day
  - November 11 (Observed) Armistice Day

- November (Fourth Thursday) Thanksgiving
- November Friday after Thanksgiving
- December 24 Christmas Eve
- December 25 Christmas Day
- C. In the event non-shift personnel work on a holiday, he/she shall be entitled to compensation at two (2) times his/her basic rate of pay, calculated in accordance with Article VII, Section E(3), of this M.O.U.

#### XI. <u>VACATION</u>

- **A.** <u>Benefits</u>. 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. Six (6) years or more 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. Eleven (11) years or more 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.** Sixteen (16) years or more 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.

#### **B.** Limitations.

- 1. Vacation time may not be taken until after the completion of six 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.
- 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.
- 3. Upon separation from the District, an employee's unused vacation time will be compensated at one hundred percent (100%). During employment, an Employee may sell his/her vacation time back to the District for one hundred percent (100%) of his basic hourly rate. Such payback 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.

#### XII. <u>SICK LEAVE</u>

- 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.** 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. Employees can 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 take 72 hours of accrued sick leave, and non-shift employees can take 48 hours of accrued sick leave for any one 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.
  - 1. <u>Sick Leave Accrual</u>. Sick Leave shall be accrued on a prorated monthly basis at the following rate:
    - a. on-shift personnel 17 working days per year
    - b. Shift personnel 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.

- 2. <u>Illness/Injury During Vacation</u>. An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than vacation, provided that: Immediately upon return to duty, the employee submits to the 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/her supervisor as soon as possible but not later than one 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 District 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 vacation time, employee's trades, any donated sick leave by other employees of the District, 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's physician and/or a physical ability test, or submit a certificate of employability where it is in the District's best interest.

#### **6.** Payment of Unused Sick Leave.

a. The payment of unused sick leave is authorized by the District 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 Lea		
Shift Employees	Non-Shift Employees	Percentage of days for which 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

- 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 El Dorado Hills County Water District and the Public Employees Retirement System. An employee may at his/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. District shall allow employees to donate sick leave hours 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 approved by the Chief, stating that no compensation shall be received as a result of the donated hours.

#### XIII. <u>BEREAVEMENT LEAVE</u>

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 "XII. Sick Leave."

2. Non-Shift Personnel. Five (5) days 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 "XII. Sick Leave."

#### XIV. <u>UNION LEAVE</u>

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

#### XV. STATION STAFFING

- A. Effective September 30 2013: EDHFD Engines shall be staffed with a minimum of one (1) on-duty Union Captain/Officer, one (1) on-duty Union Engineer/Driver Operator, and one (1) on-duty Union Firefighter/Paramedic. Each day that a EDHFD Truck is in service there shall be a minimum of one (1) on-duty Union Captain/Officer, one (1) on-duty Union Engineer/Driver Operator, and two (2) on-duty Union Firefighter/Paramedics.
  - In the event the truck is out of service, the four person staffing level will be maintained at 4 personnel for the purposes of maintaining service levels to the district and firefighter safety.
  - Combined engine/truck staffing levels shall not drop below 13
- **B.** This does not preclude the cross-staffing of apparatus that are not separately staffed (i.e. cross-staffing a different type engine, squad, or water tender for a particular incident.
- C. This does not include or apply to apparatus staffed wholly or partly by volunteer suppression personnel as required for district 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 district (i.e. an EDHFD engine or truck will remain in service with less than the defined minimum level of staffing while a member 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.** 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.** Extra personnel assigned to the shift may be utilized as "floaters" and assigned to augment or fill engine or truck vacated by absent personnel.
- H. All personnel hired before May 2008 who are represented under this memorandum of understanding shall not have their employment infringed upon regardless of JPA funding. (This clause is to be removed September 30, 2015)

## XVI. 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 seniority by hire date. Employees shall be demoted in inverse order of seniority by promotional date.
- **c.** An employee who bumps to a lower paying job classification will be placed on the applicable seniority list for that classification according
  - to the employee's prior District service (promotion or hire date) in that rank.
- **d.** Employees cannot bump into a lower paying job classification that they were never employed or did not complete a successful probation (unless they were promoted during probation).
- e. When vacancies occur within three 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 re-

employed through this means shall retain all seniority accrued while working and layoff shall not be considered a break in employment.

#### XVII. <u>DISTRICT ADOPTION OF RULES AND REGULATIONS</u>

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

#### XVIII. FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This Memorandum of Understanding 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.
- 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 District's Board and Firefighters membership.
- **D.** The waiver of any breach, term, or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

#### XIX. TERM

A. This Memorandum of Understanding represents the entire Agreement between the District and the Firefighters, 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 employees and shall continue in full force and effect until midnight September 30, 2015. Furthermore, this Memorandum of Understanding 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, 2015, of its intent to not have this Memorandum of Understanding renewed; and provided that either party shall be able to terminate such renewed Memorandum of Understanding by giving written notice to the other

party, any time after September 1, 2015, of its intent to terminate this Memorandum of Understanding and any rights and obligations thereunder, which notice shall be effective thirty (30) days thereafter.

- **B.** In the event that the District 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 the Association and the City has been agreed upon.
- C. Notwithstanding the above-stated term, the parties agree that if certain conditions or events occur during the intended term hereof, the parties shall suspend certain provisions and reopen negotiations as to those provisions, as set forth hereafter.

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: Oct. 17, 2013	By:
	Its: President greg Durante
	ATTEST:
	1 - 4 D

Dated: Oct. 17, 2013

By: Connie Bain
Its: District Secretary

## FIREFIGHTERS:

EL DORADO HILLS PROFESSIONAL FIREFIGHTERS

Dated: Oct. 17, 2013

By: Math Beckett

Its: President

Effective: Adopted: Oct. 1, 2013

## ADDENDUM 1 Memorandum of Understanding September 30, 2013 – September 30, 2015

This clarification is to be made to the next Memorandum of Understanding.

## XI. Vacation (A,5):

Twenty-one (21) 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.

#### THIS SIDE LETTER OF AGREEEMENT TO THE MEMORANDUM OF

**UNDERSTANDING (MOU)** is made and entered into this 8th day of July, 2014 between the El Dorado Hills Professional Firefighters Association (herein referenced to as "Association") and representatives of the El Dorado Hills County Water District (herein referenced to as "District")

The District will establish a new job classification entitled "Paramedic/Firefighter" to be represented by the "Association", with the following terms and conditions to the current MOU (September 30, 2013 – September 30, 2015)

#### **CLASSIFICATION:**

Fulltime/Permanent

#### JOB DESCRIPTION AND DUTIES:

A. Will be identified in the Job Flyer titled Paramedic Firefighter.

#### **SALARY AND BENIFITS:**

A. Salary Schedule effective the first payroll after the agreement is approved by both parites:

PARAMEDIC/	Hourly	\$19.18	\$20.14	\$21.15
FIREFIGHTER	Monthly	\$4,654	\$4,887	\$5,132

**B.** Salary Schedule effective October 1, 2014

PARAMEDIC/	Hourly	\$19.95	\$20.95	\$22.00
FIREFIGHTER	Monthly	\$4,841	\$5,084	\$5,339

- **C.** The Postions of Paramedic/Firefighter is eligible for the same member benefits as agreed to in the current MOU.
- **D.** The first pay increase will be at the end of probation and follow the guidelines set forth in the MOU susequentely.

#### **ELIGIGIBILITY TO "CROSS-STAFF":**

- A. The position of Firefighter/Paramedic shall be eligible fill an overtime vacancy and/or Strike Team Assignment for the position of Firefighter/Paramedic when the following criteria has been met;
  - 1. The Paramedic/Fighter has completed the Task-Book for the position of Firefighter/Paramedic.
  - 2. Overtime has been created and not filled via the rank for rank system established in the overtime policy

- 2. Overtime has been created and not filled via the rank for rank system established in the overtime policy
- 3. The Paramedic/Firefighter shall not be "mandated" to fill any overtime vacancy with the exception created to staff the Medic Unit.

#### PROBATION:

A. The probationary period for Paramedic Firefighter shall be 18 months.

#### STAFFING:

**A.** Staffing for an Ambulance shall be a minimum of 2 on-duty Paramedic Firefighters.

#### **HIRING:**

- **A.** Current Paramedics will complete and internal promotional process establishing a Seniority List for the Paramedic-Firefighter position.
- **B**. Future Paramedic-Firefighters will be hired off of the last competitive examiniation.

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

## **DISTRICT:**

	EL DORADO HILLS COUNTY WATER DISTRICT
Dated: <u>July 8, 2014</u>	By: Barbara Winn Its: President
	ATTEST:
Dated: July 8, 2014	By: Connie Bain Its: District Secretary
	FIREFIGHTERS:
	EL DORADO HILLS PROFESSIONAL FIREFIGHTERS
Dated: <u>July 8, 2014</u>	By: Matt Beckett Its: President
	Effective:

Adopted: \_\_\_\_\_\_ July 8, 2014

#### THIS SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF

**UNDERSTANDING (MOU)** is made and entered into this 16th day of October, 2014 between the El Dorado Hills Professional Firefighters Association (herein referenced to as "Association") and representatives of the El Dorado Hills County Water District (herein referenced to as "District").

#### **DESCRIPTION:**

With the Annexation of Latrobe Fire Protection District and sphere of influence into the El Dorado Hills County Water District, the following MOU changes are needed to facilitate the operation. Latrobe area staffing will initially consist of two (2) Union Captain/Officers on a rotational/overlapping schedule until September 30, 2015. The Board of Directors will review the need for the 2nd Union Captain as part of the (FY) 2015-2016 budget and the next MOU negotiations cycle in 2015. Issues considered will transition progress, budget, additional Latrobe Personnel training needs, pending issues, and safety, and the District will receive input from the current Latrobe Transition Captains, Administrative team, Budget & Negotiations Committee (B.A.N.C) as well.

#### The MOU shall be augmented and amended as follows:

#### **SCHEDULE:**

Under: VII. TERMS AND CONDITIONS OF EMPLOYMENT **B2** *add*; Captains/Officers assigned to work at the Latrobe Fire Station shall work 4 X 10 hour days per week. The workday shall begin at 8am and end at 6pm

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
0	O/X	X	X	X	0	0
X	O/X	0	О	0	X	X
О	O/X	X	X	X	0	0
X	O/X	О	О	0	X	X
O	O/X	X	X	X	0	0
X	O/X	О	О	О	X	X

#### STAFFING:

Under: XV. STATION STAFFING *add* to the end of existing Section A (after the bullet points):

Subject to the temporary deviations and emergency situations specified in this Article XV, Latrobe Station 91 shall be staffed 7 days per week from 08:00 to 18:00 hours by a Squad staffed with a minimum of 2 personnel one (1) of which must be an on-duty Union Captain/Officer.

## (end of MOU changes)

The Parties agree that except as provided in this side letter, the terms and conditions of the current MOU shall continue unaffected. In particular, the Parties agree that per existing Section XV:A, Station Staffing (bullet point number two), combined Engine and Truck staffing shall not drop below 13. This applies to Stations 84, 85, 86, 87 only.

(continued)

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

	DISTRICT:
	EL DORADO HILLS COUNTY WATER DISTRICT
Dated: <u>October 16, 2014</u>	By: Barbara Winn  Its: President
	ATTEST:
Dated: October 16, 2014	By: Connie Bair Its: District Secretary
	FIREFIGHTERS:
	EL DORADO HILLS PROFESSIONAL FIREFIGHTERS
Dated: October 16, 2014	By: Its: President
	Effective: Adopted: 10/16/2014

#### THIS SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF

**UNDERSTANDING (MOU)** is made and entered into this 23rd day of December, 2015 between the El Dorado Hills Professional Firefighters Association (herein referenced to as "Association") and representatives of the El Dorado Hills County Water District (herein referenced to as "District").

#### STAFFING:

Under XV. STATION STAFFING add to the end of existing Section A (after the bullet points):

#### SPECIAL PROVISIONS FOR STATION 91 STAFFING:

Subject to the temporary deviations and emergency situations specified in Article XV, the District agrees to move, no later than June 30, 2016 to 24/7/365, on a 48/96 shift schedule, with a minimum of two (2) personnel from the El Dorado Hills Professional Firefighters, one qualified Captain, and one qualified Engineer, one of which must be an accredited Paramedic, on a Type 6 engine only.

When a qualified "Latrobe Extra Help" Firefighter is available, Station 91 personnel may staff a Type 1, 3 or 6 engine at the Captains discretion. When a Type 6 is unavailable, and a "Latrobe" firefighter is unavailable, a qualified Firefighter from the EDHPFF shall be required to augment Station 91 minimum staffing in order to staff a Type 1 or 3 engine and will be subject to all staffing requirements in the current MOU. The parties agree that the move to 24/7/365 staffing will require a "phased in" approach to allow for additional recruiting and hiring as well as development of appropriate overnight accommodations. During this "phase in" period, a modified 40 hour suppression schedule for station 91 (as provided in the Side letter dated Oct 16, 2014 ("Modified 40 Hour Suppressions Schedule") is acceptable.

Current position vacancies, to meet the minimum staffing level at Station 91, may be filled only by utilizing the current promotional Captain and Engineer promotional list. Any employee who currently holds the rank of Captain or Engineer may voluntarily ask for reassignment to Station 91 from their current bid-station.

Until such time that accommodations are provided for, Station 91 personnel maybe utilized, but not limited to, cross-staffing an additional Medic Unit or additional department resources based on department Operational needs during nighttime hours.

#### Modified 40 Hour Suppression Schedule Pay:

If the Modified 40 Hour Suppression Schedule is utilized, any safety employee working the modified schedule will receive a 7.5% increase in monthly base pay rate for their rank and step until such assignment ends. The employee's hourly pay rate shall be calculated by dividing their monthly base pay rate by 2,080 hours.

For employees regularly assigned to Station 91 who are working the Modified 40 Hour Suppression Schedule, overtime hours worked at Station 91 shall be paid at 1.5 times the modified pay rate as described above. Overtime hours worked at an alternative station that utilizes the regular 48/96 shift schedule shall be paid at 1.5 times the unmodified hourly pay rate for the employee's rank and step.

#### Modified 40 Hour Suppression Schedule Holiday Pay:

If the Modified 40 Hour Suppression Schedule is utilized Holiday Pay will be calculated in the following manner:

6 holidays paid per year x 10 hours per day x Base Pay Rate divided by 26 pay periods

#### Modified 40 Hour Suppression Vacation/Sick Balance Adjustment:

If an employee is assigned to the Modified 40 Hour Suppression Schedule, their vacation and sick accrual balance and the rate at which they accrue vacation and sick hours during the time they are assigned to this modified schedule will be adjusted as follows:

Vacation/Sick Balance (Hours) ÷ 1.4 = Adjusted Vacation/Sick Balance (Hours)

Vacation/Sick Accrual Rate (Hours) ÷ 1.4 = Adjusted Vacation/Sick Accrual Rate (Hours)

Upon return to a regular 48/96 shift schedule, the Vacation/Sick accrual balance and accrual rate will be adjusted back accordingly.

#### Clarification:

- 1. It is understood that all qualified actors are appropriate in the Captain and Engineer position as defined in the current MOU.
- 2. It is understood that a Type 6 engine is consistent with current Firescope typing.
- 3. It is understood that a qualified "Latrobe Extra Help" Firefighter is a firefighter that came across from the Latrobe Fire Dept. at the time of annexation.
- 4. It is understood that the Type 6 engine will be listed in CAD as a "Patrol" (or other such label as approved by the County Fire Chief's Association).
- 5. It is understood that once all conditions of this agreement are met, and Station 91 staffing is increased to a minimum of two (2) EDHPFF personnel, the total minimum staffing for EDHFD is 15 as defined by the current MOU. The minimum staffing level does not include JPA funded positions.
- 6. This agreement is only for the staffing of station 91, and will not affect any other staffing agreement for any other EDHFD station.
- 7. It is understood that the goal of the BOD is to move to permanent 3/0 staffing at Station 91 with qualified EDHPFF personnel as soon as financially reasonable.
- 8. It is also understood that all newly appointed personnel to station 91, will receive at minimum one 10 hour training day in the Latrobe area.
- 9. Except as specified in this Side letter, all other provisions of the MOU and the Side letter of Oct 16, 2014 shall continue in full force and effect.
- 10. It is assumed that no current employees working a 48/96 schedule will be involuntary reassigned to a 40-hour schedule. A Mandate to meet the minimum staffing level shall not be considered a reassignment.

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

	DISTRICT:
Dated: December 23, 2015	By: Its: President, Barbara Winn
	ATTEST:
Dated: December 23, 2015	By: <u>Quisica Braddook</u> Its: District Secretary, Jessica Braddock
	FIREFIGHTERS:
Dated: December 23, 2015	By: Its: President, Michael MacKenzie
	Effective: Adopted: 12/23/2015

# Appendix I: Rescue Employee Questions/Answers





## EL DORADO HILLS FIRE DEPARTMENT

"Serving the Communities of El Dorado Hills, Rescue and Latrobe"

February 16, 2019

**Brett Jones** Rescue Professional Firefighters Association 5221 Green Valley Road Rescue, CA 95672

Dear Brett,

The El Dorado Hills Fire Department is in receipt of your letter titled Annexation MOU questions/concerns received on February 11, 2019. We appreciate you sending this over to initiate dialogue on these important topics. As you know, some of these issues will require us to Meet and Confer with your labor group and the El Dorado Hills Professional Firefighters labor group to reach an exact answer (so the listed information could change based on that process). However, here is a summary of your questions and our responses at this time:

#### Questions referenced in the EDHPFF MOU

#### **Seniority** (EDHPFF MOU Section VI)

Seniority shall be based on total unbroken service with Rescue and/or El Dorado Hills as a full-time regular employee receiving benefits. The actual date of hire shall be used for this determination. For Rescue employees, your Rescue hire date will be used for determining seniority.

#### <u>Terms and Conditions</u> (EDHPFF MOU Section VII)

Each Rescue employee will transition over at Step 1 of their current rank:

- 1. Warman Step 1 Captain
- 2. Jones Step 1 Captain
- 3. Balak Step 1 Captain
- 4. Delaney Step 1 Engineer
- 5. English Step 1 Engineer

#### **Shift/Station Bidding** (EDHPFF MOU Section VII)

Each Rescue employee will have the option to participate in the next shift bidding process if they choose to. However, it is not mandatory. Rescue employees may stay at Station 83 until they choose to bid out (unless there is a personnel issue).

## **Longevity Pay** (EDHPFF MOU Section VII)

Years of Service must be as a full-time regular employee receiving benefits of the District (Rescue and/or El Dorado Hills) and continuous, without interruption.

## **Retirement** (EDHPFF MOU Section VIII)

Confirm everyone would move over at 3@55, Isaac move to 2.7@57 (currently at 2.0@57)

## **Retiree Health** (EDHPFF MOU Section VIII)

Rescue employees would receive retiree health after five (5) years of PERS credited service <u>after</u> the official date of annexation. At that point, <u>ALL</u> years of PERS-credited service, including any service with another public agency (Rescue, EDH or other department) would count towards retiree health as shown below:

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

## **Vacation** (EDHPFF MOU Section VIII)

For Rescue employees, your Rescue hire date as a full-time regular employee receiving benefits will be used for determining vacation benefits.

#### Vacation (EDHPFF MOU Section VIII)

Rescue employee's current vacation accrued hours would carry over to the newly combined Department. Any vacation hours accrued beyond the maximum accumulation for shift employees of three-hundred eighty-four (384) hours will be paid to the employee.

#### Sick Leave (EDHPFF MOU Section XI)

Rescue employee's current sick leave hours would carry over to the newly combined Department.

#### **Staffing** (EDHPFF MOU Section XIV)

3-0 staffing with 1 position being an intern

#### General Questions Not in the EDHPFF MOU

### **Probation Period**

There will not be a probationary period for Rescue employees after annexation.

#### Task Book

Just as EDH current employees will need to learn the unique challenges of Rescue's jurisdiction and equipment, Rescue employees will need to learn the EDH current jurisdiction and equipment. The EDH Training Division will design a familiarization/training plan for all employees of both Departments.

#### 457 Plan

El Dorado Hills offers a voluntary Deferred Compensation plan. Nationwide is an option.

#### **Current Rescue Retirees**

El Dorado Hills will honor the current level of retiree benefits offered to Rescue employees under the terms that they currently receive.

#### **How is Agreement Reached on These Terms? Who Votes?**

A Meet and Confer letter will be sent to both the El Dorado Hills Professional Firefighters and the Rescue Professional Firefighters Association. After agreement is reached by the parties involved, both the Rescue and EDH Board of Directors will need to approve the agreement.

## Once the two unions agree on pay/benefits, is there an "interim MOU" that needs to be signed by both groups?

We will form a Side Letter to the EDHPFF MOU that will clearly explain the agreed to terms from the Meet and Confer process (similar to what is shown in this letter).

#### **Would the cost of new uniforms be on the employee or the district?**

The El Dorado Hills Fire Department will buy the first set of uniforms for all employees transitioning from Rescue (including the Class A Uniform).

## Is there a benefit for an employee opting out of healthcare coverage?

El Dorado Hills does not offer a benefit for an employee opting out of healthcare coverage.

Thank you for your consideration. If you have any questions, please contact me.

Sincerely,

EL DORADO HILLS FIRE DEPARTMENT

Maurice Johnson Fire Chief