AGENDA EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT) BOARD OF DIRECTORS EIGHT HUNDRED SEVENTY THIRD MEETING

(A Special Meeting)

Wednesday, August 30, 2023 9:00 a.m. for Closed Session and 9:30 a.m. for Open Session

ATTENTION

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

Zoom Webinar Video Conference link:

https://zoom.us/j/97969470835?pwd=VWh6T2FWSUszKytOcjBmRWJ5TXpjdz09

Webinar ID: 979 6947 0835 Passcode: 158003

Conference Dial in: 1-669-900-9128

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

NOTE

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

- Call to Order
- II. 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; Agency Designated Representatives: Finance Committee, Directors Giraudo and White, Chief Johnson; Employee Organization: El Dorado Hills Professional Firefighters, Local 3604
 - B. <u>Closed Session</u> pursuant to Government Code Section 54957.6, conference with labor negotiators; items under negotiation: Contracts with unrepresented employees pertaining to wages and benefits; District negotiator is Chief Johnson
- III. Finance Committee (Directors Giraudo and White)
 - A. Review Staff Memo summarizing the proposed Memorandum of Understanding for Local 3604 and the Unrepresented Safety Management, Non-Safety Management, and Non-Safety Administrative Support Employee Salary and Benefits
 - B. Review and approve Resolution 2023-08 approving the El Dorado Hills Professional Firefighters Memorandum of Understanding
 - C. Review and approve Resolution 2023-09 approving Salary and Benefits for Unrepresented Safety Management, Non-Safety Management and Non-Safety Administrative Support employees
- IV. New Business
 - A. Review and approve ALS ambulance contract amendment
- V. Adjournment

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

This Board meeting is normally recorded.



El Dorado Hills Fire Department

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

DATE: August 30, 2023

TO: Board of Directors

AGENDA ITEM: III-A

SUBJECT: Approval of the El Dorado Hills Professional Firefighters, Local 3604,

Memorandum of Understanding (MOU) and the Unrepresented Safety Management, Unrepresented Non-Safety Management, and Unrepresented Administrative Support Employees Salary and

Benefits

TOPIC

El Dorado Hills Professional Firefighters, Local 3604, Memorandum of Understanding, Unrepresented Safety Management, Unrepresented Non-Safety Management, and Unrepresented Administrative Support Employees Salary and Benefits.

SUMMARY

Staff seeks Board approval to adopt the revised El Dorado Hills Professional Firefighters, Local 3604, Memorandum of Understanding and the Unrepresented Safety Management, Unrepresented Non-Safety Management, and Unrepresented Administrative Support Employees Salary and Benefits.

DISCUSSION

A. <u>EL DORADO HILLS PROFESSIONAL FIREFIGHTERS, LOCAL 3604 MOU</u>

After meeting over the past several months, the negotiating teams for the Department and the El Dorado Hills Professional Firefighters (EDHPFF), Local 3604, have reached a tentative agreement, which is reflected in the proposed Memorandum of Understanding (MOU). This MOU was voted on and approved by a majority of the EDHPFF membership on August 26, 2023, and is presented to the Board of Directors for consideration and approval. This agreement covers the period of July 1, 2023, through June 30, 2025. Attached is the previous MOU showing the agreed upon changes along with a clean copy of the new MOU. The significant changes to the MOU are summarized below:

1. The term of the MOU will be from July 1, 2023, through June 30, 2025.

2. Cost of Living Adjustments

- Effective the first full pay period in July 2023, employees shall receive a 5% increase to base salary.
- Effective the first full pay period on or after October 1, 2023, a one percent (1%) increase to base salary shall be awarded to employees if growth in the El Dorado Hills County Water District property tax revenue for fiscal year 2023-24 meets or exceeds seven percent (7%). For the salary adjustment, the change in property tax revenue will be calculated using the actual property tax revenue for fiscal year 2022-23 and the property tax revenue estimate provided by El Dorado County for fiscal year 2023-24.
- Effective the first full pay period on or after July 1, 2024, employees shall receive a two percent (2%) increase to base salary.
- If *cumulative growth* in the El Dorado Hills County Water District property tax revenue for fiscal years 2023-24 and 2024-25 meets or exceeds twelve percent (12%), then effective the first full pay period on or after October 1, 2024, either:
 - (1) A one percent (1%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 met or exceeded seven percent (7%); or
 - (2) A two percent (2%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 did not meet or exceed seven percent (7%).

3. Education Incentive

Eligible employees will receive \$300 per month for an AA/AS degree, \$600 per month for a BA/BS degree, or \$900 per month for an MA/MS. Eligible employees will also receive \$300 per month for a Company Officer Certificate or \$600 per month for a Chief Fire Officer Certificate.

4. 457 Deferred Compensation (Retirement Savings Plan)

Beginning the first full pay period in July 2024, for CalPERS "new members", as defined by PEPRA, who participate in a departmental 457 deferred compensation plan, the Department shall contribute a matching amount of up to one hundred dollars (\$100) per month towards the employees elected 457 deferred compensation plan.

5. Uniform Allowance

Uniform allowance will now be paid bi-weekly, as it's currently payable bi-annually.

6. Longevity

Eligible employees shall receive an increase in longevity pay. Employees will be paid \$3,000 per year beginning at 10 years of service and will max out at \$5,000 per year at 30 years of service.

Proposed Longevity Schedule

Upon Completion of Years of Service	Annual Pay
10	\$3,000
15	\$3,500
20	\$4,000
25	\$4,500
30	\$5,000

B. UNREPRESENTED EMPLOYEES

Also included for the Boards consideration are amendments to the Unrepresented Safety Management, Unrepresented Non-Safety Management and Unrepresented Administrative Support employee's salary and benefits in which revisions were made, consistent with the modifications proposed with the EDHPFF. If approved, those employees not represented by a union will have their salaries and benefits modified in the same manner as the members of EDHPFF.

The only items that are proposed to be different for unrepresented employees are as follows:

<u>Unrepresented Safety Management</u>

Employees will be eligible to receive an Executive Chief Fire Officer or Fire Marshal certification incentive. The certification incentives are non-stackable but one may be paid in addition to an education incentive. Certifications and monthly incentive amounts are as follows:

Executive Chief Fire Officer: \$900 per monthFire Marshal: \$900 per month

<u>Unrepresented Non-Safety Management</u>

- Employees will have a vacation accrual of two hundred twenty-four (224) per year, which would match the rest of the Executive Management team.
- Employees will have a six (6) month severance clause should they be terminated without cause.

<u>Unrepresented Administrative Support</u>

- Employees would be eligible to receive forty (40) hours of discretionary personal time off per calendar year; currently they are eligible for twenty-four (24) hours.
- Employees in the positions of Fire Inspector II and Fire Prevention Specialist will be eligible for State Fire Marshal Certification incentive pay. The certification incentives are non-stackable but one may be paid in addition to an education incentive. Certifications and monthly incentive amounts are as follows:

Fire Inspector II: \$300 per monthPlans Examiner: \$600 per month

FISCAL IMPACT

The estimated maximum cost of the proposed changes to the MOU for EDHPFF employees in fiscal year 2023-24 is \$842,978. The estimated total maximum cost of the proposed changes to the MOU for EDHPFF employees for the full contract term of July 1, 2023 – June 30, 2025, is \$2,109,046.

The estimated maximum cost of the proposed changes to the wages and benefits resolutions for unrepresented employees in fiscal year 2023-24 is \$268,301. The estimated total maximum cost of the proposed changes to the wages and benefits resolutions for unrepresented employees for the full resolution term of July 1, 2023 – June 30, 2025, is \$644,498.

The estimated cost impact is reflected in the enclosed chart.

RECOMMENDATION

(1) Approve the Memorandum of Understanding (MOU) with the El Dorado Hills Professional Firefighters (EDHPFF), Local 3604, for the period of July 1, 2023, through June 30, 2025, and (2) Approve the Unrepresented Safety Management, Unrepresented Non-Safety Management, and Unrepresented Administrative Support Salary and Benefits for the period of July 1, 2023, through June 30, 2025.

ATTACHMENTS

- 1. Resolution Approving the EDHPFF MOU
- 2. Resolution Approving Salary and Benefits for Unrepresented Employees
- 3. EDHPFF MOU (Draft/Track Changes)
- 4. EDHPFF MOU (Final/Clean Version)
- 5. Unrepresented Safety Management Salary and Benefits (Draft/Track Changes)
- 6. Unrepresented Safety Management Salary and Benefits (Final/Clean)
- 7. Unrepresented Non-Safety Management Salary and Benefits (Draft/Track Changes)
- 8. Unrepresented Non-Safety Management Salary and Benefits (Final/Clean)
- 9. Unrepresented Administrative Support Salary and Benefits (Draft/Track changes)
- 10. Unrepresented Administrative Support Salary and Benefits (Final/Clean)
- 11. Fiscal Impact Analysis from July 1, 2023 June 30, 2025
- 12. Public Salary Schedule Effective July 11, 2023

Submitted by:	Approved by:		
Cora Hall Director of Human Resources	Maurice Johnson Fire Chief		

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION NO. 2023-08

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT APPROVING THE EL DORADO HILLS PROFESSIONAL FIREFIGHTERS' MEMORANDUM OF UNDERSTANDING

WHEREAS, negotiations with the representatives of the El Dorado Hills Professional Firefighters, International Association of Firefighters Local 3604, have successfully concluded, as reflected in the proposed El Dorado Hills Professional Firefighter Memorandum of Understanding for the period of July 1, 2023 through June 30, 2025; and,

WHEREAS, the parties have met and conferred in good faith and reached a tentative agreement on August 21, 2023; and,

WHEREAS, the members of the El Dorado Hills Professional Firefighters have approved the proposed Memorandum of Understanding by a majority vote on August 26, 2023; and,

WHEREAS, the Board of Directors for the El Dorado County Water District wishes to approve the El Dorado Hills Professional Firefighter Memorandum of Understanding; and,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the El Dorado Hills County Water District, that the El Dorado Hills Professional Firefighter Memorandum of Understanding is hereby approved.

The foregoing resolution was passed and adopted by the Board of Directors of the El Dorado Hills County Water District at a meeting of said Board held on the 30th day of August 2023 by the following vote:

	AYES: NOES: ABSENT:		
ATTEST:			
Jessica Brad	dock, Board Secretary		
		John Giraudo, President	

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION NO. 2023-09

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT APPROVING SALARY AND BENEFITS FOR UNREPRESENTED SAFETY MANAGEMENT, UNREPRESENTED NON-SAFETY MANAGEMENT, AND ADMINISTRATIVE SUPPORT EMPLOYEES

WHEREAS, the Board of Directors of the El Dorado Hills County Water District (Board) recognize the importance of codified provisions relating to wages, hours, and other terms and conditions of employment to employees who are not members of recognized bargaining groups; and,

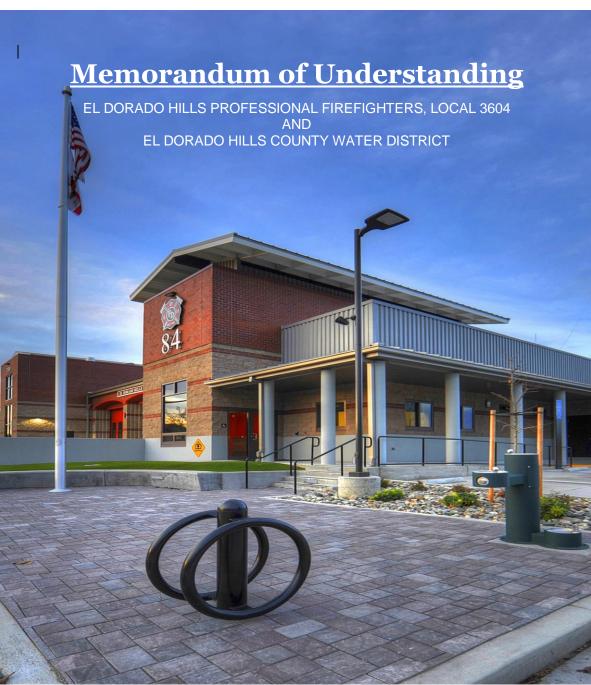
WHEREAS, Unrepresented Employees are those employees in unrepresented job classifications who are regular, full-time employees; and,

WHEREAS, the Board wishes to amend the salary and benefits available to Unrepresented Safety Management, Unrepresented Non-Safety Management, and Unrepresented Administrative Support employees for the period of July 1, 2023 through June 30, 2025; and,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the El Dorado Hills County Water District, that the salary and benefits adjustments for Unrepresented Safety Management, Unrepresented Non-Safety Management, and Unrepresented Administrative Support employees are hereby approved.

The foregoing resolution was passed and adopted by the Board of Directors of the El Dorado Hills County Water District at a meeting of said Board held on the 30th day of August 2023 by the following vote:

Inter Circuita Duraidant	
	John Giroudo, Procident



Term of Agreement: July 1, 2023 – June 30, 2025



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MEMORANDUM OF UNDERSTANDING

I. GENERAL

- A. El Dorado Hills Professional Firefighters, International Association of Firefighters Local 3604, (EDHPFF) and representatives of the El Dorado Hills County Water District, alternatively referred to as El Dorado Hills Fire Department (Department) have met and conferred in good faith regarding wages, benefits, hours and other terms and conditions of employment with respect to employees of the Department, have exchanged freely, information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. The Department recognizes the EDHPFF as the sole and exclusive representative of all Department employees in the following classes (collectively, the Bargaining Unit): Battalion Chief, Captain/Paramedic, Captain, Engineer/Paramedic, Engineer, and Firefighter/Paramedic.
- B. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (California Government Code Sections 3500-3510) and has been jointly prepared by the parties.
- C. This MOU shall be presented by the EDHPFF to the employees in the Bargaining Unit for ratification by said employees and shall thereafter be presented to the Board of Directors, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing <u>JulyOctober</u> 1, 202319 and ending June 30, 20253.
- D. This MOU 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>

For the purpose of administering the terms and provisions of this MOU, the following authorized agents have been designated:

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

El Dorado Hills Professional Firefighters Local 3604 Union President 3941 Park Dr. 20-235 El Dorado Hills, CA. 95762

III. DEPARTMENT AND EMPLOYEE RIGHTS

A. Department Rights

The Department retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Department and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operations and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by Department employees and the service to be provided; to classify positions, to establish initial salaries of new classifications and to take whatever action necessary to prepare for and operate in an emergency.

B. Employee Rights

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

IV. UNION DUES

- A. It is recognized that all employees in the Bargaining Unit may or may not join the EDHPFF, at the individual's discretion, and that no such employee shall be required to become a member of the EDHPFF as a condition of initial or continued employment with the Department.
- B. As provided by California law, the Department will deduct voluntary union membership dues from the paycheck of an employee in the Bargaining Unit upon certification by the EDHPFF that the EDHPFF has and will maintain a signed authorization by the employee permitting deduction of union dues. The EDHPFF agrees to indemnify the Department against any liability arising from dues collected by the Department on behalf of the EDHPFF in reliance on this certification. Requests by employees to change or cancel union dues deductions shall be directed to the EDHPFF.

V. <u>SENIORITY</u>

- A. The Department shall establish a seniority list of regular status employees in the EDHPFF, which shall be updated by the Department by October 1st of each year and be posted on the Department intranet. Unless an objection to the seniority list as posted is made to the EDHPFF and the Department by an employee within thirty (30) days from the day such list is posted, the list will be considered accurate and final.
- B. Department seniority shall be based on total unbroken years of service in the Department as a full-time regular employee receiving benefits. The actual date of hire shall be used for this determination.
- C. In the event two (2) or more persons are hired on the same calendar date, seniority in the Department shall be determined in accordance with their respective standing on the entry level hiring list. The employee attaining the highest numerical standing shall be more senior.
- D. In the event two (2) or more persons are promoted on the same calendar date, seniority in rank only shall be determined in accordance with the numerical standing on the ranked list established prior to the final Fire Chief Interview. The employee with the highest standing shall be more senior.

VI. TERMS AND CONDITIONS OF EMPLOYMENT

A. Salaries

- 1. Captain/Paramedic base salary is formulated at four percent (4%) above a Captain base salary. An Engineer/Paramedic base salary is formulated at five percent (5%) above an Engineer base salary.
- 2. Probationary Firefighter/Paramedics will remain at salary step 1 from date of hire until graduation from the Academy. Probationary Firefighter/Paramedics may be eligible to move to salary step 2 after graduation of the Academy and will remain at salary step 2 until completion of the probationary period. After completion of the probationary period, remaining salary step increases may be eligible annually on or after the anniversary date. At the discretion of the Fire Chief, lateral Probationary Firefighter/Paramedics may be hired at a salary step higher than salary step 1.
- 3. Employees may be eligible for a step increase annually on or after the anniversary date. Firefighter/Paramedics hired between 2015 and 2018 may be eligible for a step increase on a date that is not their anniversary date due to Side Letter 2017-02 of the October 1, 2015 September 30, 2019, MOU, in which salary step increases for steps 1-3 were awarded in six (6) month intervals.
- An employee shall remain in a salary step for a period of one (1) year before being eligible for a step increase.

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- 5. If eligible for a step increase, the step increase will be effective the first day of the first full pay period on or after their eligibility date.
- 5. An employee's salary step increase will be the first day of the first full pay period on or after the anniversary date of the position.
- 6. A salary step increase is not an automatic payroll adjustment. Eligibility for a salary step increase shall be based upon the employee's performance and length of service.
- 7. Beginning the first full pay period on or after July 1, 2023, the Firefighter/Paramedic salary schedule will be reduced from eight (8) salary steps to five (5) salary steps. The current salary steps 1-3 will be removed from the salary schedule, and salary steps 4-8 will become the new salary steps 1-5.
- 8. Employees shall receive the following Cost of Living Adjustments:
 - a. Effective the first full pay period on or after <u>July 1, 2023</u>—October 1, 2019, employees shall receive a <u>five percent (5%)</u> two percent (2%)-increase to base salary. Reference the below salary schedule:

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

<u>STEPS</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
	Hourly	<u>\$49.45</u>	<u>\$51.68</u>	<u>\$54.02</u>	<u>\$56.48</u>	<u>\$59.06</u>
<u>CHIEF</u>	Monthly	\$11,999	<u>\$12,541</u>	\$13,110	<u>\$13,707</u>	\$13,332
CAPTAIN/	Hourly	<u>\$40.46</u>	<u>\$42.48</u>	<u>\$44.60</u>	<u>\$46.83</u>	<u>\$49.17</u>

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PARAMEDIC						
TARAMEDIC	Monthly	<u>\$9,818</u>	\$10,309	<u>\$10,824</u>	<u>\$11,365</u>	<u>\$11,933</u>
<u>CAPTAIN</u>	Hourly	<u>\$38.91</u>	<u>\$40.86</u>	<u>\$42.90</u>	<u>\$45.04</u>	<u>\$47.29</u>
	Monthly	<u>\$9,441</u>	<u>\$9,913</u>	<u>\$10,409</u>	\$10,929	<u>\$11,476</u>
ENGINEER/	Hourly	<u>\$35.63</u>	<u>\$37.42</u>	<u>\$39.29</u>	<u>\$41.25</u>	<u>\$43.31</u>
PARAMEDIC.	Monthly	<u>\$8,647</u>	<u>\$9,080</u>	<u>\$9,533</u>	\$10,010	<u>\$10,510</u>
ENGINEER	Hourly	\$33.92	\$35.62	<u>\$37.40</u>	\$39.27	\$41.24
	Monthly	<u>\$8,231</u>	<u>\$8,643</u>	<u>\$9,076</u>	<u>\$9,529</u>	<u>\$10,005</u>
FIREFIGHTER/	Hourly	<u>\$32.25</u>	<u>\$33.86</u>	<u>\$35.56</u>	<u>\$37.33</u>	<u>\$39.20</u>
PARAMEDIC	Monthly	<u>\$7,826</u>	<u>\$8,216</u>	<u>\$8,628</u>	<u>\$9,058</u>	<u>\$9,512</u>

- b. Effective the first full pay period on or after October 1, 2023, a one percent (1%) increase to base salary shall be awarded to employees if growth in the El Dorado Hills County Water District property tax revenue for fiscal year 2023-24 meets or exceeds seven percent (7%). For the salary adjustment, the change in property tax revenue will be calculated using the actual property tax revenue for fiscal year 2022-23 and the property tax revenue estimate provided by El Dorado County for fiscal year 2023-24. The public salary schedule will be available at the time of this salary increase, if applicable.
- c. Effective the first full pay period on or after July 1, 2024, employees shall receive a two percent (2%) increase to base salary. The public salary schedule will be available at the time of this scheduled salary increase.
- b.d.If cumulative growth in the El Dorado Hills County Water District property tax revenue for fiscal years 2023-24 and 2024-25 meets or exceeds twelve percent (12%), then effective the first full pay period on or after October 1, 2024, either:
 - i. A one percent (1%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 met or exceeded seven percent (7%); or
 - ii. A two percent (2%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 did not meet or exceed seven percent (7%).

The public salary schedule will be available at the time of this salary increase, if applicable.

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- e. Effective the first full pay period on or after July 1, 2020, employees shall receive a three percent (3%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.
- d. Effective the first full pay period on or after July 1, 2021, employees shall receive a two and one-half percent (2.5%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.
- e. Effective the first full pay period on or after October 1, 2021, a one percent (1%) increase to base salary may be awarded to all ranks represented by the EDHPFF if growth in the El Dorado Hills Property Tax Revenue for Fiscal Year (FY) 2021-22 exceeds five percent (5%). For the salary adjustment, the percent change in property tax revenue will be calculated using the actual property tax revenue for (FY) 2020-21 and the property tax revenue estimate provided by El Dorado County for (FY) 2021-22.
- f. Effective the first full pay period on or after July 1, 2022, employees shall receive a two and one half percent (2.5%) increase to base salary. The salary schedule will be available at the time of this scheduled increase.
- 9. No employee shall be involuntarily reassigned, through promotion, demotion, or other action, to a forty (40) hour schedule.
- 10. Only employees assigned to a fifty-six (56) hour suppression schedule are eligible for Fair Labor Standards Act (FLSA) pay.
- 10.11. Any employee assigned to a forty (40) hour schedule (suppression or administrative) shall receive a twelve percent (12%) increase to their base hourly rate of pay. Employees who have been approved to work a light duty assignment are not eligible to receive the twelve percent (12%) increase to their base salary. The employee's rate of pay shall be calculated by multiplying the hourly rate of pay applicable to employees on a suppression shift schedule (including the 12% increase, if applicable) then multiplying this number by 1.4.
- 11. Constant Fair Labor Standards Act (FLSA) will be paid at a standard rate of three (3) hours per week at the employee's rate of pay, then multiplied by 1.5. Only employees assigned to a fifty-six (56) hour suppression schedule are eligible for FLSA pay.
- 12. The following is the formula for converting fifty-six (56) hour position leave to forty (40) hour position leave:

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

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

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Hours on books multiplied by 1.4 = Converted Time; The same formula will be used to calculate accrual rates.

B. Duty Hours and Schedule

1. The work schedule for employees assigned to fire suppression shifts shall consist of two (2) consecutive twenty-four (24) hour shifts on duty, followed by four (4) consecutive days off, as follows:

X X O O O O X X O O O O

Where: X = 24 consecutive hours ON DUTY

O= 24 consecutive hours OFF DUTY

- 2. Employees assigned to an administrative forty (40) hour schedule are eligible to work a modified schedule, such as a "Flex 9/80" or "4/10" or other modified schedule at the discretion of the Fire Chief.
- 3. Employees shall be notified of shift assignments for the following year no later than October 1st. All shift assignment rotations shall occur during or after the second week of January. The shift assignment rotation schedule for each rotation period shall be posted thirty (30) days after shift assignment notification. Notwithstanding anything contained within this MOU, the Fire Chief shall retain the authority to make individual shift reassignments as necessary for personnel or operational reasons.

C. Shift/Station Bidding

Shift bid requests should start biannually on or before <u>September 1st</u> to accommodate the Department's obligation to post shift assignments by <u>October 1st</u>. Operationally, shift bid assignments are for a twenty-four (24) month period beginning on or before January 21st. Shift bidding shall be based upon the promotional (in rank) seniority list. The EDHPFF will be responsible for the facilitation, execution, and overall supervision of the shift bidding process. Shift bid packets shall consist of a seniority list, bid dates and times, and an appropriate calendar. Shift bidding is based on hire or promotional seniority date starting with the highest seniority employee bidding first for each respective rank. Each employee shall observe his or her assigned shift bid time. An employee may not bid before his or her assigned time. Employees that fail to bid within the appropriate time window shall not bump, remove, or replace another employee shift bid/station assignment regardless of seniority. At the close of the shift bid, the Fire Chief or designee at his or her discretion, shall place any employee that has failed to bid at his or her designated time into the remaining open shift assignments.

- 1. During the shift bidding process, each employee shall be notified of available stations and shifts including current assignments from previous bids.
- 2. The Fire Chief or designee may place employees into open slots for shift assignment prior to the initiation of the shift bidding process to meet the operational goals for that employee under the priority situations as follows:
 - a. Probationary-Firefighters, Engineers, Captains;
 - Professional Development & Performance Improvement-Mentor and/or Trainee;
 - c. As part of Disciplinary Enforcement.
- 3. Shift bidding shall be based on a four (4) tier bidding process beginning first with the rank of Battalion Chief until all open slots have been filled.
- The next tier of the shift bidding process continues with the ranks of Captain and Captain/Paramedic until all open Captain and Captain/Paramedic slots have been filled.
- The next tier of the shift bidding process continues with the ranks of Engineer and Engineer/Paramedic until all open Engineer and Engineer/Paramedic slots have been filled.
- 6. The next tier of the shift bidding process continues with the rank of Firefighter/Paramedic until all open Firefighter/Paramedic slots have been filled.
- 7. After shift assignments have been established and posted, and an operational need arises due to promotions, retirements, dismissal, unresolved conflict, or medical leave, the Deputy Chief of Operations shall request voluntary movement from all personnel. If more than one (1) qualified employee volunteers for movement, the Deputy Chief of Operations shall consider the following:
 - a. Hire or Promotional Date Seniority (Most Senior Employee);
 - b. Situational Priority.
- 8. After shift assignments have been established and posted, and an operational need arises due to promotions, retirements, dismissal, unresolved conflict, or medical leave, and after the Deputy Chief of Operations requested voluntary movement from all personnel and no volunteers come forward, the Deputy Chief of Operations shall consider the following:
 - a. Hire or Promotional Date Seniority (Least Senior Employee);

b. Situational Priority.

D. Call Back Compensation

1. Defined

When an employee returns to work because of a Department request, after the employee has completed his or her normal work shift and left the workstation ("Call Back"), the employee shall be credited with a minimum of two (2) hours plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Compensation

Call Back time shall be paid as overtime and shall be paid in accordance with the overtime provisions set forth in Section VI.F. below.

E. <u>Uniform Allowance and Class-A Uniform Reimbursement</u>

Effective the first pay date in January 2024, each employee shall receive an annual uniform allowance of eight hundred dollars (\$800.00), paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, uniform allowance shall only be paid over twenty-six (26) pay periods. All eligible employees shall receive a uniform allowance regardless of their schedule or assignment.

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

The Department shall also provide a one-time reimbursement to each employee for the cost of one (1) "Class-A" uniform up to a maximum of five-hundred dollars (\$500.00). Reimbursement will be allowed only after the employee has completed his or her probationary period and the reimbursement request is accompanied by a detailed receipt.

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

F. Overtime

1. Authorization

The Fire Chief or designee may require, and shall authorize, the performance of any overtime work in advance of the overtime being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day or as soon after as possible.

2. Compensation

Employee's base hourly rate of pay for every hour worked outside the employee's regular schedule, excluding shift trades. In addition, employees shall receive overtime compensation at one and one half (1.5) times the employee's base hourly rate of pay for regularly scheduled hours in excess of one hundred eighty-two (182) hours each twenty-four (24) day FLSA cycle, as defined below in Section VI.F.3.a.. Base hourly rate of pay for shift personnel shall be determined on the basis of two-thousand nine hundred twelve (2912) hours per year. Base hourly rate of pay for non-shift employees shall be determined as defined in Section VI.A.10.

Employees assigned to a forty (40) hour schedule that work suppression shift overtime hours shall be paid one and one-half (1.5) times the suppression shift base hourly rate of pay for those hours.

Employee's base hourly rate of pay for every hour worked outside the employee's regular schedule, excluding shift trades. In addition, employees shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA). The base hourly rate of pay for shift personnel shall be determined based on two thousand nine hundred twelve (2,912) hours per year. The base hourly rate of pay for non-shift employees shall be determined as defined in Section VI.A. 10. Employees assigned to a forty (40) hour schedule that work suppression shift overtime hours shall be paid one and one-half (1.5) times the suppression shift base hourly rate of pay for those hours.

3. Work Week / Work Period

- a. The Department has established a twenty-four (24) day work period for all eligible fire suppression employees, regardless of rank, pursuant to Section 207(k) of the FLSA. Pursuant to Section 207(k) of the FLSA, hours worked in excess of one hundred eighty-two (182) hours in each twenty-four (24) day work period shall be considered FLSA overtime.
- b. The FLSA workweek shall begin at 12:00 a.m. on Monday and ends at 11:59 p.m. the following Sunday.

4. CalPERS FLSA

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Employees assigned to a 48/96 shift schedule will be paid an overtime premium for the ten (10) scheduled overtime hours built into their regular schedule every 24-day work period. This will be paid as six (6) hours at 1/2 the employee's base rate of pay, or three (3) hours at the employee's full base rate of pay every pay period. This compensation is reportable to CalPERS as special compensation.

5. Overtime CompensationFLSA "Rollup" Pay

In the event an employee's contractual compensation in a given work period is less than the minimum amount required under the FLSA, the Department will pay the difference to the employee on the regularly scheduled pay day following the end of the pay period.

G. Pay Days

Paydays shall be bi-weekly on Friday, unless a payday falls on a holiday, in which case the regular workday immediately prior to the holiday will be the appropriate payday.

H. Education and Certification Incentives

In addition to the base salaries set forth in Section A hereof, employees with the following education degrees and certifications shall receive additional compensation as specified below. To be compensated for an Associate's, Bachelor's, or Master's Degree, official transcripts must be submitted to the Department. The official transcripts shall be mailed directly from the college or university where the degree was attained to the Department addressed c/o Director of Human Resources -Confidential. The official transcripts must be from a regionally or nationally accredited school, recognized by the United States Department of Education or the Council for Higher Education Accreditation (CHEA). (Exceptions to this rule must be approved by the Fire Chief, or by appeal to the Board of Directors.)

To be compensated for a certification incentive, the employee must submit a copy of their certificate to the Director of Human Resources.

Incentives will begin being paid the first full pay period after the official transcripts or the certification are received and validated by Human Resources. A copy of the official transcript or certification will be retained in the Department files. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, incentives will only be paid over twenty-six (26) pay periods.

1. Education Incentive

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

• AA/AS: \$<u>30</u>250

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• BA/BS: \$<u>6500</u> • MA/MS: \$<u>9075</u>0

2. Certification Incentive

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

Company Officer*: \$30250Chief Fire Officer**: \$6500

*In order to receive the Company Officer incentive, the employee must either hold a Company Officer certification, or have successfully completed the following required classes and have submitted proof of successful course completion for each course listed below to the Director of Human Resources:

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

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

I. Paramedic Certification Incentive and Reimbursement

- Battalion Chiefs who are paramedics and that are in good standing with El Dorado County Accreditation, are eligible for paramedic incentive pay of two-hundred dollars (\$200) per month.
- 2. Paramedics must be a paramedic in good standing with El Dorado County Accreditation to be eligible for paramedic pay.
- 3. The Department shall reimburse paramedic personnel for fees, with the exception of late fees incurred in the maintenance of the following certifications: (Reimbursement shall include class tuition and associated class materials; if required to attend the class offsite, applicable overtime or wages will be paid for class time only. Mileage reimbursement will not be paid for driving to and from the class.)
 - a. ACLS Advanced Life Support (Bi-annual certification).

- b. PALS/PEPP Pediatric Advanced Life Support (Bi-annual certification).
- c. Field Training Officers (FTO)2s ONLY ITLS or BTLS or PHTSL International or Basic or Pre-Hospital Trauma Life Support.
- d. Class fees shall be reimbursed upon documentation of successful completion and shall not exceed two hundred dollars (\$200) per classis provided.
- e. The Department shall reimburse the fee for the State Paramedic License.
- f. The Department shall reimburse field training officers FTO's for internships and field accreditation up to the amount the Department is reimbursed by the Joint Power Authority (JPA).

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

- 1. When a Firefighter/Paramedic has been assigned as an Acting Engineer or Acting Captain in the absence of a regular shift Engineer or Captain, for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 2. When a Firefighter/Paramedic has been assigned as a Water Tender Operator for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 3. When an Engineer has been assigned as an Acting Captain in the absence of the regular shift Captain for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 4. When a Captain has been assigned as an Acting Battalion Chief in the absence of the regular shift Battalion Chief for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- Assignment of acting positions shall be at the discretion of the Fire Chief or designee.
- 6. Minimum qualifications for Acting Engineer, Acting Captain, and Acting Battalion Chief positions shall be established by the Fire Chief.
- 7. Eligibility for Acting Engineer, Acting Captain, and Acting Battalion Chief positions does not entitle the employee to fill a permanent position when available. Testing to fill a permanent position will be completed separately.

K. <u>Downgrading (Does not include shift trades)</u>

Employees may voluntarily "downgrade" and work at a lower rank under the following circumstances:

- 1. The employee is qualified to work in the capacity of the position being filled (i.e. Firefighter/Paramedic, Engineer, etc.).
- 2. The position being filled by the downgrading employee is to avoid a mandatory fill of that position.
- 3. Downgrading may occur after being authorized by the Fire Chief or designee.
- 4. Employees who wish to downgrade and work at a lower rank shall have the same authority as that of the position they are filling.
- 5. Employees who wish to downgrade and work at a lower rank shall be paid at their normal overtime rate of pay.

L. Longevity Pay

The Department shall provide longevity pay as set forth hereinafter. All eligible employees shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, longevity will only be paid over twenty-six (26) pay periods. Longevity pay increases shall be effective on the first full pay period on or after the employee's anniversary date.

Upon Completion of Years of Service	Annual Pay
10	\$ <u>3</u> 2, <u>0</u> 500
15	\$ <u>3</u> 2, <u>50</u> 750
20	\$ <u>4</u> 3,000
25	\$ <u>4</u> 3,500
30	\$ <u>5</u> 4,000

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

M. Emergency Operations Staffing

If an employee is assigned to any of the following, they will receive ten percent (10%) differential pay on the qualifying overtime hours worked in such capacity. The differential

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pay shall be calculated based on base salary, not inclusive of any other incentive or certification pay.

- Red Flag/Inclement weather additional staffing
- Any mutual aid deployment, not inclusive of automatic aid to neighboring agencies.
- Surge in-County strike teams

Anytime a 40-hour employee is assigned to a deployment, the employee shall be compensated at the 56-hr. suppression rate.

VII. <u>RETIREMENT</u>

A. Classic Safety (Tier 1) Members

Employees hired on or prior to November 27, 2012, shall be covered by the California Public Employees Retirement System (CalPERS) Three Percent (3%) at Fifty (50) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with One Year Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat Employer-Paid Member Contributions (EPMC) as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 1) employees shall contribute twelvenine percent (129%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one half percent (1.5%), for a total of ten and one half percent (10.5%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pretax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

B. Classic Safety (Tier 2) Members

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Employees hired after November 27, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the CalPERS Three Percent (3%) at Fifty-Five (55) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with Three Years Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat EPMC as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 2) employees shall contribute twelvenine percent (129%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of ten and one-half percent (10.5%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pretax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

C. New Members (Tier 3)

Employees who are "new members" as defined by PEPRA, shall be covered by the CalPERS Two and Seven Tenths Percent (2.7%) at 57 formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with Three Years Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect.

Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

D. <u>Beginning the first full pay period in July 2024, for CalPERS "new members"</u>, as defined by PEPRA, who participate in a departmental 457 deferred compensation plan, the Department shall contribute a matching amount of up to one hundred dollars (\$100) per month towards the employees elected 457 deferred compensation plan.

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VIII. HEALTH AND WELFARE BENEFITS

A. <u>Health Insurance</u>

- Department shall continue its participation in the CalPERS Health Program. Employees covered by this MOU shall be eligible for group health insurance the first day of the month following the date of hire.
- 2. Effective January 1, 2020, the Department shall contribute a maximum monthly amount of up to one hundred percent (100%) of the third highest cost plan offered in CalPERS Region 1 at the tier the employee elects.
- 3. Effective January 1, 2021, the Department shall contribute a maximum monthly amount of up to one hundred percent (100%) of the fourth highest cost plan offered in CalPERS Region 1 at the tier the employee elects.
- 4-2. Effective January 1, 2022, the The Department shall contribute a maximum monthly amount of up to one hundred percent (100%) of the fifth highest cost plan offered in CalPERS Region 1 at the tier the employee elects.

B. Cash In-Lieu of Group Health Insurance

1. Employees that elect to waive coverage under the Department's health insurance program, beginning the first open enrollment period after adoption of this MOU, shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) equal pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, the cash in lieu waiver will only be paid over twenty-six (26) pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided health insurance benefits.

Such amount shall be payable beginning the first full pay period of the month of the elected plan year (January) and shall continue during that plan year as long as the waiver of coverage is in effect and as long as the employee would otherwise be eligible for such insurance and premium rates in the absence of a waiver.

- Employees enrolled in individual coverage (including but not limited to)
 Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive
 cash in-lieu for other health coverage, even if the coverage provides minimum
 value.
- 2. In order to participate in the cash in-lieu of health insurance waiver, the employee shall provide proof of <u>alternative minimum essential coverage</u> <u>alternate health coverage</u> <u>for themselves and any dependents who will be</u>

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claimed on the employee's state and/or federal taxes (expected tax family). The employee shall also complete and sign a health coverage declination of coverageform stating that he or she and their dependents, if applicable, does have alternative coverage alternative minimum essential coverage and that he or she understands that he or shethey will no longer receive health coverage for themselves and their family dependents, if applicable, through a Department provided health plan. Providing proof of alternative minimum essential coverage and completing the health coverage declination form This will be required at every open enrollment period the employee elects to waive health coverage. If the employee does not show proof of alternative minimum essential coverage for themselves and their dependents, if applicable, and/or does not complete the health coverage declination form, the cash-in-lieu of health insurance waiver will not be granted.

- 3. Per IRS rules, cash-in-lieu of health insurance will not be granted if the Department knows or has reason to know the employee or their dependents, if applicable, don't have the required alternative minimum essential coverage.
- 4. Any such amount of cash in lieu of health coverage added to wages is not compensation for retirement purposes as defined by CalPERS.

C. Retiree Health

- Employees hired prior to March 1, 2012, who qualify for post-retirement health benefits, will be provided these benefits in retirement at the same level provided to current personnel, as may be negotiated from time to time, whether or not the Department remains in the CalPERS program.
- 2. Employees hired after February 29, 2012, who qualify for post-retirement health benefits upon retirement with the Department, are eligible to receive a Department contribution toward their post-retirement health benefits at the same level as current employees if they: a) have a minimum of five (5) years of CalPERS-credited service with the Department and b) have a total of at least ten (10) years of CalPERS-credited service. Once an employee has completed five (5) years of service with the Department, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.
- Employees hired on or after October 1, 2019, who qualify for post-retirement health benefits upon retirement from the Department, are eligible to receive a maximum Department contribution of up to employee plus spouse toward their post retirement health benefits. The requirements listed in VIII. C. 2. must also be met to receive a Department contribution.

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4.3. Employees meeting the criteria above will receive a Department contribution towards their post-retirement health benefits as defined in California Government Code Section 228932 as follows:

Total Credited Years of Service	Percent (%) of Department
	Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

D. <u>Dental and Vision Insurance</u>

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

1. Tier 1: Employees hired prior to October 1, 2019

Employees have the option to keep the existing Health Reimbursement Arrangement (HRA) as set forth below, or to elect coverage under the Department-sponsored dental and vision insurance plan.

For those employees who elect to maintain the HRA benefit, the Department will make the following contribution on the last day of each pay period, to an accumulating fund (the Fund)an HRA provider for dental and vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents;
- \$ 80.77 for an employee with one dependent;
- \$ 103.85 for an employee with two or more dependents.

(A "dependent" for this purpose is defined as a dependent qualifying for health care under CalPERS rules, with the exception that the Department's dental and vision insurance plan recognizes a dependent as up to age 263.) Each participating employee is entitled to draw upon his or her contributed share of the Fund eligible HRA contributions for dental and vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1) HRA reimbursement procedures. Safety, non-management (employees of the EDHPFF) EDHPFF retirees may carry over their existing dental and vision account balance upon retirement and are allowed tomay draw up to their contributed share utilize their available account balance of the Fund for eligible dental and vision charges, in accordance with HRA reimbursement procedures, provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect dental and vision insurance coverage, the Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. This election must be made during open enrollment or following a qualifying event. Once an employee elects dental and vision insurance coverage, the change is irrevocable and the employee may not go back to participating in the HRA.

Employees' participation in the HRA is limited to active employees only... Any employee whothat retires during the term of this MOU shall only be eligible for the dental and vision insurance eoverage option as of the date of in retirement.

Employees that enroll in <u>dental and vision</u> insurance coverage may keep any existing HRA balance as of the last day before the insurance becomes effective and will be able to use it for future qualifying expenditures until the <u>HRA</u> balance is exhausted. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- a. Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, with no years of service restrictions (grandfatheredlegacy members).
- b. Employees hired on or after October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the employee must be either enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.

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

2. Tier 2: Employees hired on or after October 1, 2019

- a. The Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. New employees are not eligible to participate in the HRA.
- b. Employees who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental and vision insurance, with a maximum Department contribution of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the employee must either be enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.

E. <u>Life Insurance</u>

Department shall provide a minimum of twenty thousand fifty thousand dollar (\$520,000.00) term life insurance policy in the name of each employee. Each employee shall have the right to designate the beneficiary of said policy.

F. Disability Insurance

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

G. Flexible Spending Accounts

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

IX. HOLIDAYS

A. The Department shall provide holiday pay as set forth hereinafter. All shift personnel shall receive an annual holiday pay disbursement calculated by multiplying each

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affected employee's regular hourly wage by one-hundred twenty (120) hours and dividing by twenty-six (26) pay periods and this amount will be included on each pay period throughout the year. In the periodic event there are twenty-seven (27) pay periods, holiday pay will only be paid over twenty-six (26) pay periods. These payments shall constitute the sole and exclusive mechanism of awarding to shift personnel any additional compensation for shift duty worked during holiday periods.

- В. All personnel assigned to a forty (40) hour administrative schedule shall receive the following paid holidays:
 - 1. January 1 - New Year's Day
 - January (3rd Monday) Martin Luther King Day (Observed) 2.
 - 3. February (3rd Monday) - President's Day
 - May (Last Monday) Memorial Day 4.
 - 5. July 4 - Independence Day
 - September (1st Monday) Labor Day 6.
 - October 12 (Observed 2nd Monday) Columbus Day November 11 (Observed) Veterans Day 7.

 - 9. November (Fourth 4th Thursday) - Thanksgiving
 - 10. November - Friday after Thanksgiving
 - 11. December 24 - Christmas Eve
 - December 25 Christmas Day
- C. All personnel assigned to a forty (40) hour administrative schedule, who are required to work on a holiday, shall be entitled to compensation at two (2) times his or her base rate of pay, calculated in accordance with the law.

Personnel assigned to an administrative forty (40) hour work schedule may not accept voluntary overtime on a recognized holiday.

Employees assigned to a forty (40) hour suppression schedule shall have holiday pay calculated utilizing the following formula: Six (6) holidays multiplied by hours worked per day based on work schedule, multiplied by base hourly pay rate of pay, divided by twenty-six (26) pay-periods.

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

X. VACATION

A. Benefits

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

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Employees shall receive the following vacation benefits according to their length of service with the Department as follows:

- 1. Up to five (5) years employment (month 1 through month 60): one-hundred and four (104) hours per year for non-shift and one-hundred forty-four (144) hours per year for shift employees.
- 2. Five (5) to ten (10) years employment (month 61 through month 120): one-hundred fifty-two (152) hours per year for non-shift and two-hundred sixteen (216) hours per year for shift employees.
- 3. Ten (10) to fifteen (15) years employment (month 121 through month 180): one-hundred ninety-two (192) hours per year for non-shift and two-hundred sixty-four (264) hours per year for shift employees.
- 4. Fifteen (15) to twenty (20) years employment (month 181 through month 240): two-hundred and eight (208) hours per year for non-shift and two-hundred eighty-eight (288) hours per year for shift employees.
- 5. Twenty (20) or more years of employment (month 241 onwards): two-hundred twenty-four (224) hours per year for non-shift and three-hundred twelve (312) hours per year for shift employees.

B. Limitations

- Vacation time may not be taken until after the completion of six (6) months of continuous employment. Vacation will be accrued on a bi-weekly basis on the last day of each pay period.
- Maximum accumulation of vacation is limited to two-hundred eighty (280) hours for non-shift employees and three-hundred eighty-four (384) hours for shift employees. Time accrued in excess of these limits will be paid out at one hundred percent (100%) of an employee's base hourly rate during the first full paycheck in December.
- 3. No more than seventeen percent (17%) of employees during any shift may be on vacation at a single time. Any fractional number will be rounded to the next highest number. (Example: seventeen percent (17%) of seventeen (17) scheduled employees would equal two-point eight nine percent (2.89%), so three (3) employees would be eligible to utilize vacation at a single time. Seventeen percent (17%) of eighteen (18) scheduled employees would equal three-point zero six percent (3.06%), so four (4) employees would be eligible to utilize vacation at a single time.) In the case of emergency staffing, scheduled vacation time off may be cancelled.

C. Payment for Unused Vacation Leave

- Upon separation from the Department, an employee's unused vacation time will be compensated at one hundred percent (100%) of the employee's final base hourly rate.
- 2. During employment, an employee may elect to receive cash in lieu of accrued vacation leave at one hundred percent (100%) of the employee's base hourly rate, subject to the following restrictions:
 - a. An employee wishing to receive cash in lieu of accrued vacation leave must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem accrued vacation leave for cash. An employee who does not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to receive cash in lieu of vacation leave during the subsequent calendar year.
 - b. An employee's written election must specify the number of accrued vacation hours, not to exceed the employee's maximum annual accrual, which the employee wishes to redeem for cash in the following calendar year.
 - c. After an employee makes an irrevocable election, the employee may request payment for accrued vacation hours on a quarterly basis. Requests to redeem accrued vacation must be submitted, in writing, at least two (2) weeks prior to the end of the quarter.
 - d. If an employee does not request payment for the full amount of vacation elected for cash out, the Department shall unilaterally cash out the remainder of the vacation leave elected for cash-out at the end of the fiscal year, to the extent the employee has leave accrued during that calendar year available.
 - e. Only vacation leave hours already accrued in the calendar year for which an election was made may be cashed out under this provision. Voluntary cash-out for vacation leave accrued in a previous year is not allowed.

XI. SICK LEAVE

- A. Sick Leave is defined as leave taken to care for self or family (kin) in the event of illness or injury, as defined in California Labor Code Section 233 for any of the reasons specified in California Labor Code section 246.5.
- Employees may use sick leave due to the death of a current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-

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in law, father in law, or the death of any child or close relative who resides with the employee at the time of death. Shift employee may take up to seventy two (72) hours of accrued sick leave, and non-shift employees may take up to forty eight (48) hours of accrued sick leave for any one (1) death.

Department "Protected Leave" includes eligible employees accrued: Sick Leave, Vacation Leave, Administrative Leave, Shift Trades, and donated leave from the Catastrophic Leave Bank. For purposes of this section, the definition of "Protected Leave" ensures that the employee will return to their original position in terms of rank, pay, benefits, and other employment terms and conditions.

1. Sick Leave Accrual

Sick Leave shall accrue in equal prorated installments for each pay period following one (1) month of continuous service at the following rate:

- a. Non-shift personnel One hundred thirty-six (136) hours per year (Seventeen (17) working days, multiplied by eight (8) hours);
- b. Shift personnel One hundred ninety-two (192) hours per year;
- c. Maximum accumulation of sick leave shall be unlimited.

2. Illness/Injury During Vacation

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

3.2. Procedure to Receive Sick Leave

To qualify for paid sick leave, the employee must notify his or her supervisor as soon as possible but not later than one (1) hour after the start of the work shift. In the event sick leave is required by the employee for an unforeseen emergency, management personnel shall use reasonable discretion in the exercise of requiring notification.

4.3. Maintenance of Benefits While on Leave

a. The Department will maintain all benefits of any employee who is absent from work up until that employee has exhausted all means of available leave. Employees are responsible for paying their portion of their benefits premiums, if any. All means of available leave is defined as:

Commented [CH12]: Deleted because in policy 1050 - Sick Leave, section 4. Family Death.

Commented [CH13]: Deleted because in policy 1050 - Sick Leave, section 3. Illness/Injury During Vacation.

accrued sick leave, accrued vacation, shift trades, any donated sick leave by other employees of the Department from the Catastrophic Leave Bank, and leave described in state and federal laws.

b. Employees are allowed to use accrued sick leave only for legitimate reasons permitted by these provisions. An employee found to have claimed/used sick leave fraudulently shall be subject to discipline.

5. Payment of Unused Sick Leave

The payment of unused sick leave is authorized by the Department as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent employees, regardless of length of service, shall be entitled to payment for accrued sick leave as indicated below, up to their date of separation. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

Employees may elect to receive payment for accrued and unused sick leave up to the percentages indicated in the table below. This will be based on the employees' unused sick leave balance on their last day of service with the Department. All unused sick leave not paid to the employee shall be converted to CalPERS service credit if the employee is retiring.

Number of Sick Leave Days Accumulated					
Shift Employees	Non-Shift Employees	Percentage of Days Compensation is Given			
64+	135+	60%			
52-63	112-134	50%			
41-51	88-111	40%			
31-40	64-87	30%			
21-30	41-63	20%			
0-20	0-40	0%			

- a. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.
- b. Upon an employee's retirement, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between the Department and CalPERS. An the employee may, at his or her discretion, convert all accrued and unused sick leave to CalPERS "Sick Leave Credit" for service credit and forgo compensation outlined in the table above.

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7. Donation of Sick Leave Hours

Department shall allow employees to donate sick leave hours to the Catastrophic Leave Bank as outlined in the Catastrophic Leave Bank policy.

XII. BEREAVEMENT LEAVE

1. Shift Personnel

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

2. Non-Shift Personnel

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

XIII.XII. UNION LEAVE

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

XIV.XIII. STATION STAFFING

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

Battalion:

One (1) Battalion Chief

Engine:

One (1) Captain

One (1) Engineer

One (1) Firefighter /Paramedic

Commented [CH14]: Removed because already in policy 1052-Bereavement Leave.

Commented [CH15]: Side Letter #1 approved by the Board on December 16, 2020.

Commented [CH16]: This section was amended to include Side Letter #2 approved by the Board on September 15, 2022.

Truck:

One (1) Captain

One (1) Engineer

Two (2) Firefighter /Paramedics

Patrol:

One (1) Captain

One (1) Engineer

*One must be a qualified Paramedic

Medic:

Two (2) Firefighter/Paramedics or qualified personnel

Full Engine, Truck, Patrol, Medic staffing levels shall be eighteen nineteen (198) with the exception noted above.

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

- B. This does not preclude the cross-staffing of apparatus that are not separately staffed (i.e., cross-staffing a different type Engine, Patrol, Medic, Air Unit, Water Tender, or other specialized Apparatus and/or equipment for a particular incident or based on Operational needs).
- C. This does not include or apply to apparatus staffed wholly or partly by volunteer suppression personnel as required for Department emergency coverage or designated special events (i.e., drawdown of normally staffed units due to a large incident, community events such as parades or celebrations).
- D.C. These provisions will not apply to periodic, temporary reductions in apparatus staffing due to transient operational needs of the Department (i.e., a Department engine or truck will remain in service with less than the defined minimum level of staffing while an employee of the crew has transported a patient to the hospital).
- E.D. A qualified actor, or person of higher rank willing and qualified to "work-down" to prevent mandatory staffing, may be used in lieu of the required rank to satisfy this requirement.
- F.E. Extra personnel assigned to the shift may be utilized as "floaters" and assigned to augment any emergency apparatus vacated by absent personnel.
- G.F. Employees assigned to an administrative forty (40) hour schedule may not be mandated for Emergency Staffing unless not doing so would cause the staffing level to fall below fourteen (14).

H. Station 91 Staffing:

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

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a. One (1) Captain

b. One (1) Engineer

* One must be a qualified Paramedic

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

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XV. XIV. 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.
- Employees shall be laid off in inverse order of Department seniority by hire date.
 Employees shall be demoted in inverse order of seniority by promotional date.
- c. An employee who bumps back to a lower paying job classification will be placed on the applicable seniority list for that classification according to the employee's prior Department service (promotion or hire date) in that rank.
- d. Employees cannot bump back into a lower paying job classification that they were never employed in or did not complete a successful probation (unless they were promoted during probation).
- e. When vacancies occur within three (3) years after the date an employee is laid off the employee shall be given the opportunity to be rehired to the former position in accordance with seniority and prior to any new employee in that classification. Rehired employees are required to pass a physical examination and Department physical agility test. If the notified (rehired) employee fails to respond within thirty (30) days of written notice, he or she will have lost the right to rehire. Persons rehired through these means shall retain all seniority accrued while working and layoff shall not be considered a break in employment.

XVI. XV. DEPARTMENT ADOPTION OF RULES AND REGULATIONS

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

XVI. FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, relating to any such matters are hereby superseded or terminated in their entirety.
- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein, during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Department's Board of Directors and the EDHPFF membership.
- D. The waiver of any breach, term, or condition of the MOU by either party shall not constitute a precedent in the future enforcement of the terms and provisions of this MOU.

XVIII. XVII. TERM

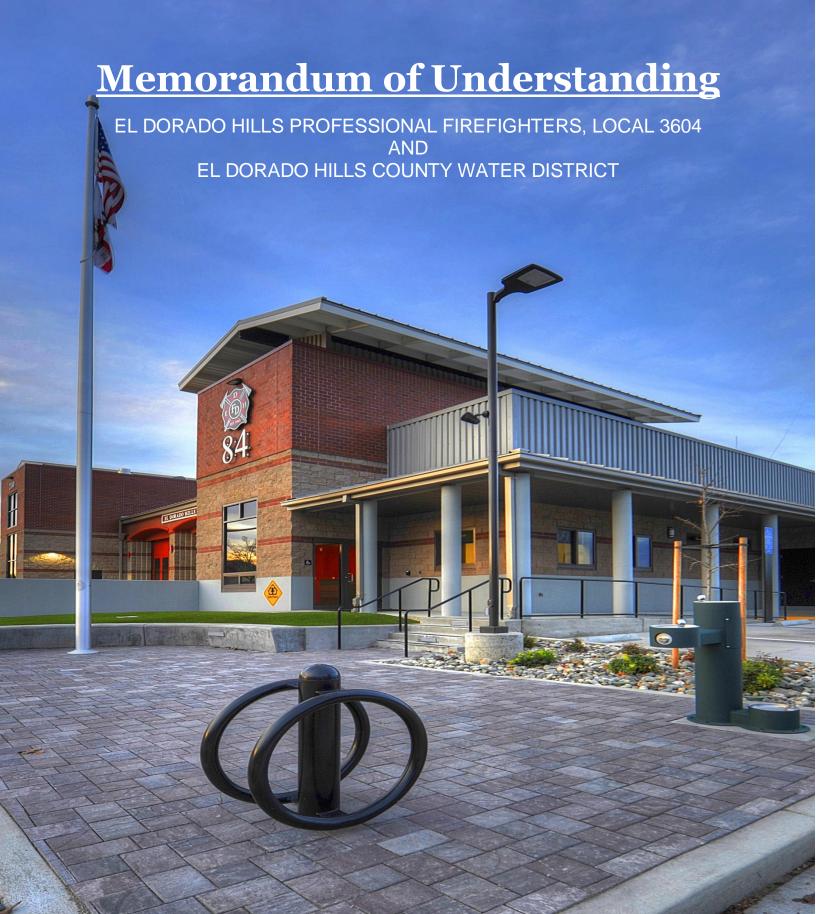
- A. This MOU represents the entire agreement between the Department and the EDHPFF, cancels all previous agreements on items covered herein, and shall become of full force and effect on adoption by the Board of Directors and ratification by the EDHPFF members and shall continue in full force and effect until midnight June 30, 20253. Furthermore, this MOU shall be automatically renewed on the same terms and conditions for an additional year unless either party shall give written notice to the other on or before June 1, 20253, of its intent to not have this MOU renewed; and provided that either party shall be able to terminate such renewed MOU by giving written notice to the other party, any time after June 1, 20253, of its intent to terminate this MOU and any rights and obligations thereunder, which notice shall be effective thirty (30) days thereafter.
- B. In the event that the Department is included within an incorporated city during the term of this MOU, the provisions of this MOU shall remain binding upon the successor city and the term of this agreement shall be extended until a new agreement between the EDHPFF and the city has been agreed upon.

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

		DISTRICT:
		EL DORADO HILLS COUNTY WATER DISTRICT
Dated:	, 20 <u>23</u> 19.	By:
		Its: President
		By: Its: Fire Chief
		its: Fire Chief
Dated:	, 20 <u>23</u> 19.	ATTEST:
		By: Its: Board Secretary
		its. Board Secretary
		EDHPFF:
		EL DORADO HILLS PROFESSIONAL FIREFIGHTER:
Dated:	, 20 <u>23</u> 19.	By:
		Its: President
		Effective: October 1, 2019 Adopted:



Term of Agreement: July 1, 2023 – June 30, 2025



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MEMORANDUM OF UNDERSTANDING

I. GENERAL

- A. El Dorado Hills Professional Firefighters, International Association of Firefighters Local 3604, (EDHPFF) and representatives of the El Dorado Hills County Water District, alternatively referred to as El Dorado Hills Fire Department (Department) have met and conferred in good faith regarding wages, benefits, hours and other terms and conditions of employment with respect to employees of the Department, have exchanged freely, information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. The Department recognizes the EDHPFF as the sole and exclusive representative of all Department employees in the following classes (collectively, the Bargaining Unit): Battalion Chief, Captain/Paramedic, Captain, Engineer/Paramedic, Engineer, and Firefighter/Paramedic.
- B. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (California Government Code Sections 3500-3510) and has been jointly prepared by the parties.
- C. This MOU shall be presented by the EDHPFF to the employees in the Bargaining Unit for ratification by said employees and shall thereafter be presented to the Board of Directors, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2023, and ending June 30, 2025.
- D. This MOU 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>

For the purpose of administering the terms and provisions of this MOU, the following authorized agents have been designated:

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

El Dorado Hills Professional Firefighters Local 3604 Union President 3941 Park Dr. 20-235 El Dorado Hills, CA. 95762

III. DEPARTMENT AND EMPLOYEE RIGHTS

A. <u>Department Rights</u>

The Department retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Department and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operations and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by Department employees and the service to be provided; to classify positions, to establish initial salaries of new classifications and to take whatever action necessary to prepare for and operate in an emergency.

B. <u>Employee Rights</u>

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

IV. UNION DUES

- A. It is recognized that all employees in the Bargaining Unit may or may not join the EDHPFF, at the individual's discretion, and that no such employee shall be required to become a member of the EDHPFF as a condition of initial or continued employment with the Department.
- B. As provided by California law, the Department will deduct voluntary union membership dues from the paycheck of an employee in the Bargaining Unit upon certification by the EDHPFF that the EDHPFF has and will maintain a signed authorization by the employee permitting deduction of union dues. The EDHPFF agrees to indemnify the Department against any liability arising from dues collected by the Department on behalf of the EDHPFF in reliance on this certification. Requests by employees to change or cancel union dues deductions shall be directed to the EDHPFF.

V. SENIORITY

A. The Department shall establish a seniority list of regular status employees in the EDHPFF, which shall be updated by the Department by October 1st of each year and be posted on the Department intranet. Unless an objection to the seniority list as posted

- is made to the EDHPFF and the Department by an employee within thirty (30) days from the day such list is posted, the list will be considered accurate and final.
- B. Department seniority shall be based on total unbroken years of service in the Department as a full-time regular employee receiving benefits. The actual date of hire shall be used for this determination.
- C. In the event two (2) or more persons are hired on the same calendar date, seniority in the Department shall be determined in accordance with their respective standing on the entry level hiring list. The employee attaining the highest numerical standing shall be more senior.
- D. In the event two (2) or more persons are promoted on the same calendar date, seniority in rank only shall be determined in accordance with the numerical standing on the ranked list established prior to the final Fire Chief Interview. The employee with the highest standing shall be more senior.

VI. TERMS AND CONDITIONS OF EMPLOYMENT

A. Salaries

- 1. Captain/Paramedic base salary is formulated at four percent (4%) above a Captain base salary. An Engineer/Paramedic base salary is formulated at five percent (5%) above an Engineer base salary.
- 2. At the discretion of the Fire Chief, lateral Probationary Firefighter/Paramedics may be hired at a salary step higher than salary step 1.
- 3. Employees may be eligible for a step increase annually on or after the anniversary date. Firefighter/Paramedics hired between 2015 and 2018 may be eligible for a step increase on a date that is not their anniversary date due to Side Letter 2017-02 of the October 1, 2015 September 30, 2019, MOU, in which salary step increases for steps 1-3 were awarded in six (6) month intervals.
- 4. An employee shall remain in a salary step for a period of one (1) year before being eligible for a step increase.
- 5. If eligible for a step increase, the step increase will be effective the first day of the first full pay period on or after their eligibility date.
- 6. A salary step increase is not an automatic payroll adjustment. Eligibility for a salary step increase shall be based upon the employee's performance and length of service.
- 7. Beginning the first full pay period on or after July 1, 2023, the Firefighter/Paramedic salary schedule will be reduced from eight (8) salary steps to

- five (5) salary steps. The current salary steps 1-3 will be removed from the salary schedule, and salary steps 4-8 will become the new salary steps 1-5.
- 8. Employees shall receive the following Cost of Living Adjustments:
 - a. Effective the first full pay period on or after July 1, 2023, employees shall receive a five percent (5%) increase to base salary. Reference the below salary schedule:

STEPS		1	2	3	4	5
BATTALION	Hourly	\$49.45	\$51.68	\$54.02	\$56.48	\$59.06
CHIEF	Monthly	\$11,999	\$12,541	\$13,110	\$13,707	\$13,332
CAPTAIN/	Hourly	\$40.46	\$42.48	\$44.60	\$46.83	\$49.17
PARAMEDIC	Monthly	\$9,818	\$10,309	\$10,824	\$11,365	\$11,933
CAPTAIN	Hourly	\$38.91	\$40.86	\$42.90	\$45.04	\$47.29
	Monthly	\$9,441	\$9,913	\$10,409	\$10,929	\$11,476
ENGINEER/	Hourly	\$35.63	\$37.42	\$39.29	\$41.25	\$43.31
PARAMEDIC	Monthly	\$8,647	\$9,080	\$9,533	\$10,010	\$10,510
ENGINEER	Hourly	\$33.92	\$35.62	\$37.40	\$39.27	\$41.24
	Monthly	\$8,231	\$8,643	\$9,076	\$9,529	\$10,005
FIREFIGHTER/	Hourly	\$32.25	\$33.86	\$35.56	\$37.33	\$39.20
PARAMEDIC	Monthly	\$7,826	\$8,216	\$8,628	\$9,058	\$9,512

- b. Effective the first full pay period on or after October 1, 2023, a one percent (1%) increase to base salary shall be awarded to employees if growth in the El Dorado Hills County Water District property tax revenue for fiscal year 2023-24 meets or exceeds seven percent (7%). For the salary adjustment, the change in property tax revenue will be calculated using the actual property tax revenue for fiscal year 2022-23 and the property tax revenue estimate provided by El Dorado County for fiscal year 2023-24. The public salary schedule will be available at the time of this salary increase, if applicable.
- c. Effective the first full pay period on or after July 1, 2024, employees shall receive a two percent (2%) increase to base salary. The public salary schedule will be available at the time of this scheduled salary increase.
- d. If cumulative growth in the El Dorado Hills County Water District property tax revenue for fiscal years 2023-24 and 2024-25 meets or exceeds twelve percent (12%), then effective the first full pay period on or after October 1, 2024, either:

- i. A one percent (1%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 met or exceeded seven percent (7%); or
- ii. A two percent (2%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 did not meet or exceed seven percent (7%).

The public salary schedule will be available at the time of this salary increase, if applicable.

- 9. No employee shall be involuntarily reassigned, through promotion, demotion, or other action, to a forty (40) hour schedule.
- 10. Only employees assigned to a fifty-six (56) hour suppression schedule are eligible for Fair Labor Standards Act (FLSA) pay.
- 11. Any employee assigned to a forty (40) hour schedule (suppression or administrative) shall receive a twelve percent (12%) increase to their base hourly rate of pay. Employees who have been approved to work a light duty assignment are not eligible to receive the twelve percent (12%) increase to their base salary. The employee's rate of pay shall be calculated by multiplying the hourly rate of pay applicable to employees on a suppression shift schedule (*including the 12% increase*, *if applicable*) then multiplying this number by 1.4.
- 12. The following is the formula for converting fifty-six (56) hour position leave to forty (40) hour position leave:

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

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

Hours on books multiplied by 1.4 = Converted Time; The same formula will be used to calculate accrual rates.

B. Duty Hours and Schedule

1. The work schedule for employees assigned to fire suppression shifts shall consist of two (2) consecutive twenty-four (24) hour shifts on duty, followed by four (4) consecutive days off, as follows:

XXOOOOXXOOOO

Where: X = 24 consecutive hours ON DUTY

O= 24 consecutive hours OFF DUTY

- 2. Employees assigned to an administrative forty (40) hour schedule are eligible to work a modified schedule, such as a "Flex 9/80" or "4/10" or other modified schedule at the discretion of the Fire Chief.
- 3. Employees shall be notified of shift assignments for the following year no later than October 1st. All shift assignment rotations shall occur during or after the second week of January. The shift assignment rotation schedule for each rotation period shall be posted thirty (30) days after shift assignment notification. Notwithstanding anything contained within this MOU, the Fire Chief shall retain the authority to make individual shift reassignments as necessary for personnel or operational reasons.

C. Shift/Station Bidding

Shift bid requests should start biannually on or before September 1st to accommodate the Department's obligation to post shift assignments by October 1st. Operationally, shift bid assignments are for a twenty-four (24) month period beginning on or before January 21st. Shift bidding shall be based upon the promotional (in rank) seniority list. The EDHPFF will be responsible for the facilitation, execution, and overall supervision of the shift bidding process. Shift bid packets shall consist of a seniority list, bid dates and times, and an appropriate calendar. Shift bidding is based on hire or promotional seniority date starting with the highest seniority employee bidding first for each respective rank. Each employee shall observe his or her assigned shift bid time. An employee may not bid before his or her assigned time. Employees that fail to bid within the appropriate time window shall not bump, remove, or replace another employee shift bid/station assignment regardless of seniority. At the close of the shift bid, the Fire Chief or designee at his or her discretion, shall place any employee that has failed to bid at his or her designated time into the remaining open shift assignments.

- 1. During the shift bidding process, each employee shall be notified of available stations and shifts including current assignments from previous bids.
- 2. The Fire Chief or designee may place employees into open slots for shift assignment prior to the initiation of the shift bidding process to meet the operational goals for that employee under the priority situations as follows:
 - a. Probationary-Firefighters, Engineers, Captains;
 - b. Professional Development & Performance Improvement-Mentor and/or Trainee;
 - c. As part of Disciplinary Enforcement.
- 3. Shift bidding shall be based on a four (4) tier bidding process beginning first with the rank of Battalion Chief until all open slots have been filled.

- 4. The next tier of the shift bidding process continues with the ranks of Captain and Captain/Paramedic until all open Captain and Captain/Paramedic slots have been filled
- 5. The next tier of the shift bidding process continues with the ranks of Engineer and Engineer/Paramedic until all open Engineer and Engineer/Paramedic slots have been filled.
- 6. The next tier of the shift bidding process continues with the rank of Firefighter /Paramedic until all open Firefighter/Paramedic slots have been filled.
- 7. After shift assignments have been established and posted, and an operational need arises due to promotions, retirements, dismissal, unresolved conflict, or medical leave, the Deputy Chief of Operations shall request voluntary movement from all personnel. If more than one (1) qualified employee volunteers for movement, the Deputy Chief of Operations shall consider the following:
 - a. Hire or Promotional Date Seniority (Most Senior Employee);
 - b. Situational Priority.
- 8. After shift assignments have been established and posted, and an operational need arises due to promotions, retirements, dismissal, unresolved conflict, or medical leave, and after the Deputy Chief of Operations requested voluntary movement from all personnel and no volunteers come forward, the Deputy Chief of Operations shall consider the following:
 - a. Hire or Promotional Date Seniority (Least Senior Employee).
 - b. Situational Priority.

D. <u>Call Back Compensation</u>

1. Defined

When an employee returns to work because of a Department request, after the employee has completed his or her normal work shift and left the workstation ("Call Back"), the employee shall be credited with a minimum of two (2) hours plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Compensation

Call Back time shall be paid as overtime and shall be paid in accordance with the overtime provisions set forth in Section VI.F. below.

E. <u>Uniform Allowance and Class-A Uniform Reimbursement</u>

Effective the first pay date in January 2024, each employee shall receive an annual uniform allowance of eight hundred dollars (\$800.00), paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are

twenty-seven (27) pay periods, uniform allowance shall only be paid over twenty-six (26) pay periods. All eligible employees shall receive a uniform allowance regardless of their schedule or assignment.

The Department shall also provide a one-time reimbursement to each employee for the cost of one (1) "Class-A" uniform up to a maximum of five-hundred dollars (\$500.00). Reimbursement will be allowed only after the employee has completed his or her probationary period and the reimbursement request is accompanied by a detailed receipt.

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

F. Overtime

1. <u>Authorization</u>

The Fire Chief or designee may require, and shall authorize, the performance of any overtime work in advance of the overtime being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day or as soon after as possible.

2. Compensation

Employees shall receive overtime compensation at one and one-half (1.5) times the employee's base hourly rate of pay for every hour worked outside the employee's regular schedule, excluding shift trades. In addition, employees shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA). The base hourly rate of pay for shift personnel shall be determined based on two thousand nine hundred twelve (2,912) hours per year. The base hourly rate of pay for non-shift employees shall be determined as defined in Section VI.A. 10. Employees assigned to a forty (40) hour schedule that work suppression shift overtime hours shall be paid one and one-half (1.5) times the suppression shift base hourly rate of pay for those hours.

3. Work Week / Work Period

- a. The Department has established a twenty-four (24) day work period for all eligible fire suppression employees, regardless of rank, pursuant to Section 207(k) of the FLSA. Pursuant to Section 207(k) of the FLSA, hours worked in excess of one hundred eighty-two (182) hours in each twenty-four (24) day work period shall be considered FLSA overtime.
- b. The FLSA workweek shall begin at 12:00 a.m. on Monday and ends at 11:59 p.m. the following Sunday.

4. CalPERS FLSA

Employees assigned to a 48/96 shift schedule will be paid an overtime premium for the ten (10) scheduled overtime hours built into their regular schedule every 24-day work period. This will be paid as six (6) hours at 1/2 the employee's base rate of

pay, or three (3) hours at the employee's full base rate of pay every pay period. This compensation is reportable to CalPERS as special compensation.

5. <u>Overtime Compensation</u>

In the event an employee's contractual compensation in a given work period is less than the minimum amount required under the FLSA, the Department will pay the difference to the employee on the regularly scheduled pay day following the end of the pay period.

G. Pay Days

Paydays shall be bi-weekly on Friday, unless a payday falls on a holiday, in which case the regular workday immediately prior to the holiday will be the appropriate payday.

H. Education and Certification Incentives

In addition to the base salaries set forth in Section A hereof, employees with the following education degrees and certifications shall receive additional compensation as specified below. To be compensated for an Associate's, Bachelor's, or Master's Degree, official transcripts must be submitted to the Department. The official transcripts shall be mailed directly from the college or university where the degree was attained to the Department addressed c/o Director of Human Resources -Confidential. The official transcripts must be from a regionally or nationally accredited school, recognized by the United States Department of Education or the Council for Higher Education Accreditation (CHEA). (Exceptions to this rule must be approved by the Fire Chief, or by appeal to the Board of Directors.)

To be compensated for a certification incentive, the employee must submit a copy of their certificate to Human Resources.

Incentives will begin being paid the first full pay period after the official transcripts or the certification are received and validated by Human Resources. A copy of the official transcript or certification will be retained in the Department files. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, incentives will only be paid over twenty-six (26) pay periods.

1. Education Incentive

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

AA/AS: \$300BA/BS: \$600MA/MS: \$900

2. Certification Incentive

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

Company Officer*: \$300Chief Fire Officer**: \$600

*In order to receive the Company Officer incentive, the employee must either hold a Company Officer certification, or have successfully completed the following required classes and have submitted proof of successful course completion for each course listed below to the Director of Human Resources:

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

I. Paramedic Certification Incentive and Reimbursement

- 1. Battalion Chiefs who are paramedics and that are in good standing with El Dorado County Accreditation, are eligible for paramedic incentive pay of two-hundred dollars (\$200) per month.
- 2. Paramedics must be a paramedic in good standing with El Dorado County Accreditation to be eligible for paramedic pay.
- 3. The Department shall reimburse paramedic personnel for fees, with the exception of late fees incurred in the maintenance of the following certifications: (Reimbursement shall include class tuition and associated class materials; if required to attend the class offsite, applicable overtime or wages will be paid for class time only. Mileage reimbursement will not be paid for driving to and from the class.)
 - a. ACLS Advanced Life Support (Bi-annual certification).
 - b. PALS/PEPP Pediatric Advanced Life Support (Bi-annual certification).
 - c. Field Training Officers (FTO) ONLY ITLS or BTLS or PHTSL International or Basic or Pre-Hospital Trauma Life Support.

^{**}In order to receive the Chief Fire Officer incentive, the employee must hold the position of Battalion Chief or Acting Battalion Chief.

- d. Class fees shall be reimbursed upon documentation of successful completion is provided.
- e. The Department shall reimburse the fee for the State Paramedic License.
- f. The Department shall reimburse FTO's for internships and field accreditation up to the amount the Department is reimbursed by the Joint Power Authority (JPA).

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

- 1. When a Firefighter/Paramedic has been assigned as an Acting Engineer or Acting Captain in the absence of a regular shift Engineer or Captain, for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 2. When a Firefighter/Paramedic has been assigned as a Water Tender Operator for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 3. When an Engineer has been assigned as an Acting Captain in the absence of the regular shift Captain for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 4. When a Captain has been assigned as an Acting Battalion Chief in the absence of the regular shift Battalion Chief for a period of one (1) or more hours in a shift, he or she shall receive a five percent (5%) salary increase for the hours worked in that position.
- 5. Assignment of acting positions shall be at the discretion of the Fire Chief or designee.
- 6. Minimum qualifications for Acting Engineer, Acting Captain, and Acting Battalion Chief positions shall be established by the Fire Chief.
- 7. Eligibility for Acting Engineer, Acting Captain, and Acting Battalion Chief positions does not entitle the employee to fill a permanent position when available. Testing to fill a permanent position will be completed separately.

K. Downgrading (Does not include shift trades)

Employees may voluntarily "downgrade" and work at a lower rank under the following circumstances:

- 1. The employee is qualified to work in the capacity of the position being filled (i.e. Firefighter/Paramedic, Engineer, etc.).
- 2. The position being filled by the downgrading employee is to avoid a mandatory fill of that position.
- 3. Downgrading may occur after being authorized by the Fire Chief or designee.

- 4. Employees who wish to downgrade and work at a lower rank shall have the same authority as that of the position they are filling.
- 5. Employees who wish to downgrade and work at a lower rank shall be paid at their normal overtime rate of pay.

L. <u>Longevity Pay</u>

The Department shall provide longevity pay as set forth hereinafter. All eligible employees shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, longevity will only be paid over twenty-six (26) pay periods. Longevity pay increases shall be effective on the first full pay period on or after the employee's anniversary date.

Upon Completion of Years of Service	Annual Pay
10	\$3,000
15	\$3,500
20	\$4,000
25	\$4,500
30	\$5,000

M. Emergency Operations Staffing

If an employee is assigned to any of the following, they will receive ten percent (10%) differential pay on the qualifying overtime hours worked in such capacity. The differential pay shall be calculated based on base salary, not inclusive of any other incentive or certification pay.

- Red Flag/Inclement weather additional staffing.
- Any mutual aid deployment, not inclusive of automatic aid to neighboring agencies.
- Surge in-County strike teams.

Anytime a 40-hour employee is assigned to a deployment, the employee shall be compensated at the 56-hr. suppression rate.

VII. RETIREMENT

A. Classic Safety (Tier 1) Members

Employees hired on or prior to November 27, 2012, shall be covered by the California Public Employees Retirement System (CalPERS) Three Percent (3%) at Fifty (50) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574),

with One Year Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat Employer-Paid Member Contributions (EPMC) as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 1) employees shall contribute twelve percent (12%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

B. Classic Safety (Tier 2) Members

Employees hired after November 27, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the CalPERS Three Percent (3%) at Fifty-Five (55) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with Three Years Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat EPMC as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 2) employees shall contribute twelve percent (12%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

C. New Members (Tier 3)

Employees who are "new members" as defined by PEPRA, shall be covered by the CalPERS Two and Seven Tenths Percent (2.7%) at 57 formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with Three Years Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect.

Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

D. Deferred Compensation

Beginning the first full pay period in July 2024, for CalPERS "new members", as defined by PEPRA, who participate in a departmental 457 deferred compensation plan, the Department shall contribute a matching amount of up to one hundred dollars (\$100) per month towards the employees elected 457 deferred compensation plan.

VIII. HEALTH AND WELFARE BENEFITS

A. Health Insurance

- 1. Department shall continue its participation in the CalPERS Health Program. Employees covered by this MOU shall be eligible for group health insurance the first day of the month following the date of hire.
- 2. The Department shall contribute a maximum monthly amount of up to one hundred percent (100%) of the fifth highest cost plan offered in CalPERS Region 1 at the tier the employee elects.

A. Cash In-Lieu of Group Health Insurance

1. Employees that elect to waive coverage under the Department's health insurance program shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) equal pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, the cash in lieu waiver will only be paid over twenty-six (26) pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided health insurance benefits.

Such amount shall be payable beginning the first full pay period of the month of the elected plan year (January) and shall continue during that plan year as long as the waiver of coverage is in effect and as long as the employee would otherwise be eligible for such insurance and premium rates in the absence of a waiver.

- 2. In order to participate in the cash in-lieu of health insurance waiver, the employee shall provide proof of alternative minimum essential coverage or themselves and any dependents who will be claimed on the employee's state and/or federal taxes (expected tax family). The employee shall also complete and sign a health coverage declination form stating that he or she and their dependents, if applicable, have alternative minimum essential coverage and that he or she understands that they will no longer receive health coverage for themselves and their dependents, if applicable, through a Department provided health plan. Providing proof of alternative minimum essential coverage and completing the health coverage declination form will be required at every open enrollment period the employee elects to waive health coverage. If the employee does not show proof of alternative minimum essential coverage for themselves and their dependents, if applicable, and/or does not complete the health coverage declination form, the cash-in-lieu of health insurance waiver will not be granted.
- 3. Per IRS rules, cash-in-lieu of health insurance will not be granted if the Department knows or has reason to know the employee or their dependents, if applicable, don't have the required alternative minimum essential coverage.
- 4. Any such amount of cash in lieu of health coverage added to wages is not compensation for retirement purposes as defined by CalPERS.

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 Department remains in the CalPERS program.
- 2. Employees hired after February 29, 2012, who qualify for post-retirement health benefits upon retirement with the Department, are eligible to receive a Department contribution toward their post-retirement health benefits at the same level as current employees if they: a) have a minimum of five (5) years of CalPERS-credited service with the Department and b) have a total of at least ten (10) years of CalPERS-credited service. Once an employee has completed five (5) years of service with the Department, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.
- 3. Employees meeting the criteria above will receive a Department contribution towards their post-retirement health benefits as defined in California Government Code Section 22893 as follows:

Total Credited Years of Service	Percent (%) of Department Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

C. Dental and Vision Insurance

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

1. Tier 1: Employees hired prior to October 1, 2019

Employees have the option to keep the existing Health Reimbursement Arrangement (HRA) as set forth below, or to elect coverage under the Department-sponsored dental and vision insurance plan.

For those employees who elect to maintain the HRA benefit, the Department will make the following contribution on the last day of each pay period, to an HRA provider for dental and vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents.
- \$ 80.77 for an employee with one dependent.
- \$ 103.85 for an employee with two or more dependents.

(A "dependent" for this purpose is defined as a dependent qualifying for health care under CalPERS rules, with the exception that the Department's dental and vision insurance plan recognizes a dependent as up to age 26.) Each participating employee is entitled to draw upon his or her eligible HRA contributions for dental and vision charges, in accordance with HRA reimbursement procedures. EDHPFF retirees may carry over their existing dental and vision account balance upon retirement and may utilize their available account balance for eligible dental and vision charges, in accordance with HRA reimbursement procedures.

For those employees who elect dental and vision insurance coverage, the Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. This election must be made during open enrollment or following a qualifying event. Once an employee elects dental and vision insurance coverage, the change is irrevocable and the employee may not go back to participating in the HRA.

Employees' participation in the HRA is limited to active employees only. Any employee who retires shall only be eligible for dental and vision insurance in retirement.

Employees that enroll in dental and vision insurance coverage may keep any existing HRA balance as of the last day before the insurance becomes effective and will be able to use it for future qualifying expenditures until the HRA balance is exhausted. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

a. Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, with no years of service restrictions (legacy members).

- b. Employees hired on or after October 1, 2013, who qualify for postretirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the employee must be either enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other employee would receive the single rate.

2. Tier 2: Employees hired on or after October 1, 2019

- a. The Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. New employees are not eligible to participate in the HRA.
- b. Employees who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental and vision insurance, with a maximum Department contribution of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the employee must either be enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate.

D. <u>Life Insurance</u>

The Department shall provide a fifty-thousand-dollar (\$50,000.00) 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>

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

G. Flexible Spending Accounts

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

IX. HOLIDAYS

- A. The Department shall provide holiday pay as set forth hereinafter. All shift personnel shall receive an annual holiday pay disbursement calculated by multiplying each affected employee's regular hourly wage by one-hundred twenty (120) hours and dividing by twenty-six (26) pay periods and this amount will be included on each pay period throughout the year. In the periodic event there are twenty-seven (27) pay periods, holiday pay will only be paid over twenty-six (26) pay periods. 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. Employees assigned to a forty (40) hour administrative schedule shall receive the following paid holidays:
 - 1. January 1 New Year's Day
 - 2. January (3rd Monday) Martin Luther King Day
 - 3. February (3rd Monday) President's Day
 - 4. May (Last Monday) Memorial Day
 - 5. July 4 Independence Day
 - 6. September (1st Monday) Labor Day
 - 7. October (2nd Monday) Columbus Day
 - 8. November 11 Veterans Day
 - 9. November (4th Thursday) Thanksgiving
 - 10. November Friday after Thanksgiving
 - 11. December 24 Christmas Eve
 - 12. December 25 Christmas Day
- C. Employees assigned to a forty (40) hour administrative schedule, who are required to work on a holiday, shall be entitled to compensation at two (2) times his or her base rate of pay, calculated in accordance with the law.

Employees assigned to an administrative forty (40) hour work schedule may not accept voluntary overtime on a recognized holiday.

Employees assigned to a forty (40) hour suppression schedule shall have holiday pay calculated utilizing the following formula: Six (6) holidays multiplied by hours worked per day based on work schedule, multiplied by base hourly pay rate of pay, divided by twenty-six (26) pay-periods.

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

X. <u>VACATION</u>

A. Benefits

Increases in vacation accrual tiers are effective on the first full pay period on or after the employee's anniversary date. Employees shall receive the following vacation benefits according to their length of service with the Department as follows:

- 1. Up to five (5) years employment (month 1 through month 60): one-hundred and four (104) hours per year for non-shift and one-hundred forty-four (144) hours per year for shift employees.
- 2. Five (5) to ten (10) years employment (month 61 through month 120): one-hundred fifty-two (152) hours per year for non-shift and two-hundred sixteen (216) hours per year for shift employees.
- 3. Ten (10) to fifteen (15) years employment (month 121 through month 180): one-hundred ninety-two (192) hours per year for non-shift and two-hundred sixty-four (264) hours per year for shift employees.
- 4. Fifteen (15) to twenty (20) years employment (month 181 through month 240): two-hundred and eight (208) hours per year for non-shift and two-hundred eighty-eight (288) hours per year for shift employees.
- 5. Twenty (20) or more years of employment (month 241 onwards): two-hundred twenty-four (224) hours per year for non-shift and three-hundred twelve (312) hours per year for shift employees.

B. Limitations

- 1. Vacation time may not be taken until after the completion of six (6) months of continuous employment. Vacation will be accrued on a bi-weekly basis on the last day of each pay period.
- 2. Maximum accumulation of vacation is limited to two-hundred eighty (280) hours for non-shift employees and three-hundred eighty-four (384) hours for shift employees. Time accrued in excess of these limits will be paid out at one hundred percent (100%) of an employee's base hourly rate during the first full paycheck in December.
- 3. No more than seventeen percent (17%) of employees during any shift may be on vacation at a single time. Any fractional number will be rounded to the next highest number. (Example: seventeen percent (17%) of seventeen (17) scheduled employees would equal two-point eight nine percent (2.89%), so three (3) employees would be eligible to utilize vacation at a single time. Seventeen percent (17%) of eighteen (18) scheduled employees would equal three-point zero six percent (3.06%), so four (4) employees would be eligible to utilize vacation at a single time.) In the case of emergency staffing, scheduled vacation time off may be cancelled.

C. Payment for Unused Vacation Leave

1. Upon separation from the Department, an employee's unused vacation time will be compensated at one hundred percent (100%) of the employee's final base hourly rate.

- 2. During employment, an employee may elect to receive cash in lieu of accrued vacation leave at one hundred percent (100%) of the employee's base hourly rate, subject to the following restrictions:
 - a. An employee wishing to receive cash in lieu of accrued vacation leave must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem accrued vacation leave for cash. An employee who does not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to receive cash in lieu of vacation leave during the subsequent calendar year.
 - b. An employee's written election must specify the number of accrued vacation hours, not to exceed the employee's maximum annual accrual, which the employee wishes to redeem for cash in the following calendar year.
 - c. After an employee makes an irrevocable election, the employee may request payment for accrued vacation hours on a quarterly basis. Requests to redeem accrued vacation must be submitted, in writing, at least two (2) weeks prior to the end of the quarter.
 - d. If an employee does not request payment for the full amount of vacation elected for cash out, the Department shall unilaterally cash out the remainder of the vacation leave elected for cash-out at the end of the fiscal year, to the extent the employee has leave accrued during that calendar year available.
 - e. Only vacation leave hours already accrued in the calendar year for which an election was made may be cashed out under this provision. Voluntary cash-out for vacation leave accrued in a previous year is not allowed.

XI. SICK LEAVE

A. Sick Leave is defined as leave taken for any of the reasons specified in California Labor Code section 246.5.

Department "Protected Leave" includes eligible employees accrued: Sick Leave, Vacation Leave, Administrative Leave, Shift Trades, and donated leave from the Catastrophic Leave Bank. For purposes of this section, the definition of "Protected Leave" ensures that the employee will return to their original position in terms of rank, pay, benefits, and other employment terms and conditions.

1. Sick Leave Accrual

Sick Leave shall accrue in equal prorated installments for each pay period following one (1) month of continuous service at the following rate:

- a. Non-shift personnel One hundred thirty-six (136) hours per year (Seventeen (17) working days, multiplied by eight (8) hours).
- b. Shift personnel One hundred ninety-two (192) hours per year.
- c. Maximum accumulation of sick leave shall be unlimited.

2. Procedure to Receive Sick Leave

To qualify for paid sick leave, the employee must notify his or her supervisor as soon as possible but not later than one (1) hour after the start of the work shift. In the event sick leave is required by the employee for an unforeseen emergency, management personnel shall use reasonable discretion in the exercise of requiring notification.

3. Maintenance of Benefits While on Leave

- a. The Department will maintain all benefits of any employee who is absent from work up until that employee has exhausted all means of available leave. Employees are responsible for paying their portion of their benefits premiums, if any. All means of available leave is defined as: accrued sick leave, accrued vacation, shift trades, any donated sick leave by other employees of the Department from the Catastrophic Leave Bank, and leave described in state and federal laws.
- b. Employees are allowed to use accrued sick leave only for legitimate reasons permitted by these provisions. An employee found to have claimed/used sick leave fraudulently shall be subject to discipline.

5. Payment of Unused Sick Leave

The payment of unused sick leave is authorized by the Department as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent employees, regardless of length of service, shall be entitled to payment for accrued sick leave as indicated below, up to their date of separation. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

Employees may elect to receive payment for accrued and unused sick leave up to the percentages indicated in the table below. This will be based on the employees' unused sick leave balance on their last day of service with the Department. All unused sick leave not paid to the employee shall be converted to CalPERS service credit if the employee is retiring.

Number of Sick I	Leave Days Accumulated	
Shift Employees	Non-Shift Employees	Percentage of Days Compensation is Given
64+	135+	60%
52-63	112-134	50%
41-51	88-111	40%
31-40	64-87	30%
21-30	41-63	20%
0-20	0-40	0%

- a. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.
- b. Upon an employee's retirement, the employee may, at his or her discretion, convert all accrued and unused sick leave to CalPERS for service credit and forgo compensation outlined in the table above.

7. <u>Donation of Sick Leave Hours</u>

Department shall allow employees to donate sick leave hours to the Catastrophic Leave Bank as outlined in the Catastrophic Leave Bank policy.

XII. UNION LEAVE

The Union President, Vice President and/or other Union designated representatives will be given leave from duty to perform Department/Union related business. Such leave will only be granted if it does not disrupt the Departments operations. Total leave shall not exceed five hundred (500) hours per year.

XIII. <u>STATION STAFFING</u>

A. EDHFD Emergency Equipment (Truck, Engine, Medic) shall be staffed with a minimum of:

Battalion:

One (1) Battalion Chief

Engine:

One (1) Captain

One (1) Engineer

One (1) Firefighter /Paramedic

Truck:

One (1) Captain

One (1) Engineer

Two (2) Firefighter /Paramedics

Medic:

Two (2) Firefighter/Paramedics or qualified personnel

Full Engine, Truck, Medic staffing levels shall be nineteen (19).

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

- B. This does not preclude the cross-staffing of apparatus that are not separately staffed (i.e., cross-staffing a different type Engine, Medic, Air Unit, Water Tender, or other specialized Apparatus and/or equipment for a particular incident or based on Operational needs).
- C. These provisions will not apply to periodic, temporary reductions in apparatus staffing due to transient operational needs of the Department (i.e., a Department engine or truck will remain in service with less than the defined minimum level of staffing while an employee of the crew has transported a patient to the hospital).
- D. A qualified actor, or person of higher rank willing and qualified to "work-down" to prevent mandatory staffing, may be used in lieu of the required rank to satisfy this requirement.
- E. Extra personnel assigned to the shift may be utilized as "floaters" and assigned to augment any emergency apparatus vacated by absent personnel.
- F. Employees assigned to an administrative forty (40) hour schedule may not be mandated for Emergency Staffing unless not doing so would cause the staffing level to fall below fourteen (14).

XIV. REDUCTION OF FORCE

A. In the event the Board of Directors, in its exclusive judgment, ultimately decides that a reduction in force shall be implemented, the Board shall specify the number of positions to be authorized. Any lay-off of personnel initiated will be made on the inverse order of seniority hire date as defined in the MOU.

1. Procedure

- a. The Fire Chief shall designate those employees to be laid off with the Board's specific number of authorized positions.
- b. Employees shall be laid off in inverse order of Department seniority by hire date. Employees shall be demoted in inverse order of seniority by promotional date.
- c. An employee who bumps back to a lower paying job classification will be placed on the applicable seniority list for that classification according to the employee's prior Department service (promotion or hire date) in that rank.

- d. Employees cannot bump back into a lower paying job classification that they were never employed in or did not complete a successful probation (unless they were promoted during probation).
- e. When vacancies occur within three (3) years after the date an employee is laid off the employee shall be given the opportunity to be rehired to the former position in accordance with seniority and prior to any new employee in that classification. Rehired employees are required to pass a physical examination and Department physical agility test. If the notified (rehired) employee fails to respond within thirty (30) days of written notice, he or she will have lost the right to rehire. Persons rehired through these means shall retain all seniority accrued while working and layoff shall not be considered a break in employment.

XV. <u>DEPARTMENT ADOPTION OF RULES AND REGULATIONS</u>

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

XVI. FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, relating to any such matters are hereby superseded or terminated in their entirety.
- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein, during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Department's Board of Directors and the EDHPFF membership.
- D. The waiver of any breach, term, or condition of the MOU by either party shall not constitute a precedent in the future enforcement of the terms and provisions of this MOU.

XVII. TERM

A. This MOU represents the entire agreement between the Department and the EDHPFF, cancels all previous agreements on items covered herein, and shall become of full force and effect on adoption by the Board of Directors and ratification by the EDHPFF members and shall continue in full force and effect until midnight June 30, 2025. Furthermore, this MOU shall be automatically renewed on the same terms and

conditions for an additional year unless either party shall give written notice to the other on or before June 1, 2025, of its intent to not have this MOU renewed; and provided that either party shall be able to terminate such renewed MOU by giving written notice to the other party, any time after June 1, 2025, of its intent to terminate this MOU and any rights and obligations thereunder, which notice shall be effective thirty (30) days thereafter.

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

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

DISTRICT:

EL DORADO HILLS COUNTY WATER DISTRICT

Dated:, 202	By: Its: President
Dated:, 202	By: Its: Fire Chief
	ATTEST:
Dated:, 202	By: Its: Board Secretary
	EDHPFF:
	EL DORADO HILLS PROFESSIONAL FIREFIGHTERS
Dated:, 202	By: Its: President
	Effective:

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Unrepresented Management/Safety

Salary and Benefits Resolution

<u>JulyOctober</u> 1, 20<u>23</u>19 - June 30, 202<u>5</u>3



Note: This is not a complete list of salary and benefits. For further information, please view the Employee Policies and Procedures Manual located on the intranet/Governing Documents or contact Human Resources.

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SALARY AND BENEFITS RESOLUTION

I. GENERAL

- A. This Salary and Benefits Resolution (Resolution) is for Unrepresented Safety Management personnel that are regular full-time employees of the El Dorado Hills County Water District, also known as the El Dorado Hills Fire Department (Department). This Resolution includes employees in the positions of Deputy Chief, Division Chief, and Fire Marshal.
- B. The salary and benefit adjustments for the period commencing October July 1, 202319 and ending June 30, 20253.

II. <u>SENIORITY</u>

- A. Department seniority shall be based on total unbroken service in the Department as a full-time regular employee receiving benefits. The actual date of hire shall be used for this determination.
- B. In the event two (2) or more persons are hired on the same calendar date, seniority in the Department shall be determined in accordance with their respective standing on the entry level-hiring list. The employee attaining the highest numerical standing shall be the senior.

III. TERMS AND CONDITIONS OF EMPLOYMENT

A. Salaries

Employees shall receive the following Cost of Living Adjustments:

 Effective the first full pay period after <u>July 1, 2023-October 1, 2019</u>, employees shall receive a <u>five two percent (25%)</u> increase to base salary. Reference the below salary schedule:

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

Department STEPS		<u>1</u>	2	<u>3</u>	4	<u>5</u>
DEPUTY CHIEF	<u>Hourly</u>	<u>\$90.22</u>	<u>\$94.40</u>	<u>\$98.78</u>	<u>\$103.38</u>	<u>\$108.21</u>
	Monthly	<u>\$15,638</u>	<u>\$16,362</u>	<u>\$17,121</u>	<u>\$17,918</u>	<u>\$18,756</u>
DIVISION CHIEF	<u>Hourly</u>	<u>\$62.65</u>	<u>\$65.45</u>	\$68.37	<u>\$71.46</u>	<u>\$74.69</u>
	Monthly	\$10,859	\$11,344	\$11,851	\$12,387	\$12,946
FIRE MARSHAL	<u>Hourly</u>	<u>\$78.19</u>	<u>\$81.76</u>	\$85.51	<u>\$89.45</u>	<u>\$92.76</u>
	Monthly	13,553	\$14,172	\$14,822	\$15,505	<u>\$16,078</u>

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

- 2. Effective the first full pay period after July 1, 2020, employees shall receive a three percent (3%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.
- 3. Effective the first full pay period after July 1, 2021, employees shall receive a two and one-half percent (2.5%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.

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

2. Effective the first full pay period on or after October 1, 2023, a one percent (1%) increase to base salary shall be awarded to employees if growth in the El Dorado Hills County Water District property tax revenue for fiscal year 2023-24 exceeds seven percent (7%). For the salary adjustment, the change in property tax revenue will be calculated using the actual property tax revenue for fiscal year 2022-23 and the property tax revenue estimate provided by El Dorado County for fiscal year 2023-24. The public salary schedule will be available at the time of this salary increase, if applicable.

5-3. Effective the first full pay period after July 1, 20242022, employees shall receive a two percenttwo and one half percent (2.52%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.

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- 6.4.If *cumulative growth* in the El Dorado Hills County Water District property tax revenue for fiscal years 2023-24 and 2024-25 meets or exceeds twelve percent (12%), then effective the first full pay period on or after October 1, 2024, either:
 - (1) A one percent (1%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 met or exceeded seven percent (7%); or
 - (2) A two percent (2%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 did not meet or exceed seven percent (7%).

The public salary schedule will be available at the time of this salary increase, if applicable.

- 7.5.An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.
- <u>8.6.</u>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.
- 9.7.A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.
- 10.8. Employees are Fair Labor Standards Act (FLSA) Exempt.
- 11.9. The following is the formula for converting fifty-six (56) hour position leave to forty (40) hour position leave:

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

<u>12-10.</u> The following is the formula for converting forty (40) hour position leave to fifty-six (56) hour position leave:

Hours on books multiplied by 1.4 = Converted Time; The same formula will be used to calculate accrual rates.

B. Duty Hours and Schedule:

1. The work schedule for employees assigned to line fire suppression shifts shall consist of two (2) consecutive twenty-four (24) hour shifts on duty, followed by four (4) consecutive days off, as follows:

X X O O O O X X O O O O

Where: X = 24 consecutive hours ON DUTY;

O = 24 consecutive hours OFF DUTY.

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2. Members assigned to an Administrative forty (40) hour schedule are eligible to work a modified schedule, such as a "Flex 9/80" or "4/10" or other modified schedule at the discretion of the Fire Chief.

C. Uniforms and Class-A Uniform Reimbursement:

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

The agency shall reimburse each member for the cost of one (1) "Class-A" uniform up to a maximum of five hundred dollars (\$500.00). Reimbursement will be allowed only after the member has completed their probationary period and the reimbursement request is accompanied by a detailed receipt.

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

D. Acting Position

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

E. Pay Days

Paydays shall be bi-weekly on Friday, unless a payday falls on a holiday, in which case the regular workday immediately prior to the holiday will be the appropriate payday.

F. Education and Certification Incentive Pay

In addition to the base salaries set forth in Section A hereof, <u>eligible</u> employees with the following education degrees and/or certificates shall receive additional compensation as specified below. To be compensated for an Associate's, Bachelor's, or Master's Degree, official transcripts must be submitted to the Department. The official transcripts shall be mailed directly from the college or university where the degree was attained to the Department addressed c/o Director of Human Resources - Confidential. The official transcripts must be from a regionally or nationally accredited school, recognized by the United States Department of Education or the Council for Higher Education Accreditation (CHEA). (Exceptions to this rule must be approved by the Fire Chief, or by appeal to the Board of Directors.)

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

Incentives will begin being paid the first full pay period after the official transcripts or the certification is received and validated by Human Resources. A copy of the official transcripts or certification will be retained in the Department files. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, incentives will only be paid over twenty-six (26) pay periods.

1. Education Incentive

All education incentives are non-stackable with the exception of the Emergency Medical Technician (EMT) incentive. Eligible employees shall receive the following monthly education incentive pay, which is subject to the same limitations and requirements outlined above:

AA/AS: \$30250
BA/BS: \$6500
MA/MS: \$90750
EMT: \$100

2. Certification Incentive

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

Company Officer:	\$ <u>30</u> 250
Chief Fire Officer:	<u>\$65</u> 00
 Executive Chief Fire Officer 	\$900
• Fire Marshal:	\$900

G. Paramedic Certification Incentive and Reimbursement

Chief Officers, who have their California State Paramedic License, and are in good standing with the State of California EMSA, are eligible for Paramedic incentive pay in the amount of two hundred dollars (\$200) per month. The EMT and Paramedic incentives are non-stackable.

The Department shall reimburse paramedic personnel for fees, with the exception of late fees incurred in the maintenance of the following certifications: (Reimbursement shall include class tuition and associated class materials; if required to attend the class offsite, applicable overtime or wages will be paid for

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class time only. Mileage reimbursement will not be paid for driving to and from the class.)

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

H. Longevity Pay

The Department shall provide longevity pay as set forth hereinafter. All eligible employees shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, longevity pay will only be paid over twenty-six (26) pay periods. Longevity pay eligibility will include all years of CalPERS-credited service, including any service with another public agency. Longevity pay increases shall be effective on the first full pay period following the employee's anniversary date.

Upon Completion of Years of Service	Annual Pay
10	\$ <u>3</u> 2, <u>0</u> 500
15	\$ <u>32,50</u> 750
20	\$ <u>4</u> 3,000
25	\$ <mark>43</mark> ,500
30	\$ <u>5</u> 4,000

I. Deployment Pay

The Department will provide deployment pay for Unrepresented Management Safety employees who are assigned to a CalOES deployment under a reimbursement agreement with CalOES. In the event an employee is assigned to a CalOES deployment, the employee will be paid straight time for hours worked outside the regular work week as soon as administratively feasible following completion of their deployment and submission/approval of OES paperwork. Straight time hours will be calculated upon a base rate. The base rate shall be the rate set forth in the salary survey on file with California Governor's Office of Emergency Services, Fire Rescue Division, for the time period of the deployment. Nothing herein shall change or affect the exempt status of the employee.

Regular Work Schedules For the Purpose of Deployment Pay Only:

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- 1. 4/10 Schedule: Monday through Thursday from 7:00 am 6:00 pm
- 9/80-Friday Schedule: Monday through Thursday from 7:30 am 5:00 pm; Every other Friday from 7:30 am - 4:00 pm.
- 3. 9/80-Monday Schedule: Tuesday through Friday from 7:30 am 5:00 pm; Every other Monday from 7:30 am 4:00 pm
- 1.4.5/8 Schedule: Monday through Friday from 8:00 am 5:00 pm

IV. HEALTH AND WELFARE BENEFITS

A. Health Insurance

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

B. <u>Cash In-Lieu of Group Health Insurance</u>

- 1. Employees that elect to waive coverage under the Department's health insurance program, beginning the first open enrollment period after October 1, 2019, shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, the cash in lieu waiver, will only be paid over twenty-six (26) pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided health insurance benefits.
- 2. Such benefits shall be payable beginning the first full pay period of the month of the elected plan year (January) and shall continue during that plan year as long as the waiver is in effect and as long as the employee would otherwise be eligible for such insurance and premium rates in the absence of a waiver.
- Employees enrolled in individual coverage (including but not limited to)
 Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive
 cash in lieu for other health coverage, even if the coverage provides minimum
 value.
- In order to participate in the cash in-lieu of health insurance waiver, the employee shall provide proof of alternative minimum essential coverage for themselves and any dependents who will be claimed on the employee's state

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and/or federal taxes (expected tax family). The employee shall also complete and sign a health coverage declination form stating that he or she and their dependents, if applicable, have alternative minimum essential coverage and that he or she understands that they will no longer receive health coverage for themselves and their dependents, if applicable, through a Department provided health plan. Providing proof of alternative minimum essential coverage and completing the health coverage declination form will be required at every open enrollment period the employee elects to waive health coverage. If the employee does not show proof of alternative minimum essential coverage for themselves and their dependents, if applicable, and/or does not complete the health coverage declination form, the cash-in-lieu of health insurance waiver will not be granted.

- 4. Per IRS rules, cash-in-lieu of health insurance will not be granted if the Department knows or has reason to know the employee or their dependents, if applicable, don't have the required alternative minimum essential coverage.
- 4. In order to participate in the cash in-lieu of health insurance, the employee shall provide proof of alternate coverage and sign a declination of coverage stating that he or she has alternative coverage and that he or she understands that he or she will no longer receive coverage for themselves and their family through a Department provided health plan. This will be required at every open enrollment period the employee elects to waive health coverage.
- 5. Any such amount of health reimbursement added to wages is not compensation for retirement purposes, as defined by the CalPERS.

C. Retiree Health

- Employees hired prior to March 1, 2012, who qualify for post-retirement health benefits will be provided these benefits in retirement at the same level provided to current personnel, as may be negotiated from time to time, whether or not the Department remains in the CalPERS program.
- 2. Employees hired after February 29, 2012, who qualify for post-retirement health benefits upon retirement from the Department, are eligible to receive a Department contribution toward their post-retirement health benefits at the same level as current employees if they: a) have a minimum of five (5) years of CalPERS-credited service with the Department and b) have a total of at least ten (10) years of CalPERS-credited service. Once an employee has completed five (5) years of service with the Department, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.
- Employees hired on or after October 1, 2019, who qualify for post-retirement health benefits upon retirement from the Department, are eligible to receive a maximum Department contribution of up to employee plus spouse toward their

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post-retirement health benefits. The requirements listed in V. C. 2. must also be met to receive a Department contribution.

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4.3. Employees meeting the criteria above will receive a Department contribution towards their post-retirement health benefits as defined in California Government Code Section 228932 as follows:

Total Credited Years of Service	Percent (%) of Department Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

D. Dental and Vision Insurance

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

1. Tier 1: Employees hired prior to October 1, 2019

Employees have the option to keep the existing Health Reimbursement Arrangement (HRA) as set forth below, or to elect coverage under the Department-sponsored dental and vision insurance plan.

For those employees who elect to maintain the HRA benefit, the Department will make the following contribution on the last day of each pay period, to an accumulating fund (the Fund) an HRA provider for dental and vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents;
- \$ 80.77 for an employee with one (1) dependent;

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\$ 103.85 for an employee with two (2) or more dependents.

(A "dependent" for this purpose is defined as a dependent qualifying for health care under CalPERS rules, with the exception that the Department's dental and vision insurance plan recognizes a dependent as up to age 263.) Each participating employee is entitled to draw upon his or her contributed share of the Fund eligible HRA contributions for dental and vision charges, in accordance with—the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1) HRA reimbursement procedures. Retirees—Employees may carry over their existing dental and vision account balance upon retirement and may utilize their available account balance are allowed to draw up to their contributed share of the Fund for dental and vision charges, in accordance with HRA reimbursement procedures provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect insurance coverage, the Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. This election must be made during open enrollment or following a qualifying event. Once an employee elects insurance coverage, the change is irrevocable and the employee may not go back to participating in the HRA.

Employees' participation in the HRA is limited to active employees only. Aand any employee who retires during the term of this Resolution—may only be eligible for the insurance coverage option—dental and vision insurance in as of the date of retirement.

Employees who enroll in <u>dental and vision</u> insurance coverage may keep any existing HRA balance as of the last day before the insurance becomes effective and will be able to use it for future qualifying expenditures until the HRA balance is exhausted. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- a. Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, with no years of service restrictions (grandfathered]egacy members).
- b. Employees hired on or after October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.

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- c. In order to receive the dental and vision benefit the employee must be enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.

2. Tier 2: Employees hired on or after October 1, 2019

- a. The Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. New employees are not eligible to participate in the HRA.
- b. Employees who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental and vision insurance, with a maximum Department contribution of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the employee must be enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.

E. <u>Life Insurance</u>

Department shall provide a minimum of twenty fifty thousand dollars (\$520,000.00) term life insurance policy in the name of each employee and each employee shall have the right to designate the beneficiary of said policy.

F. <u>Disability Insurance</u>

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

The Department shall maintain a sixty (60) day disability insurance policy as provided by California Association of Professional Firefighters for those considered a professional Firefighter. Those not considered a professional Firefighter will be enrolled in State Disability Insurance (SDI).

G. Flexible Spending Accounts

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

V. RETIREMENT

The Department provides eligible employees retirement benefits through CalPERS.

A. Classic Safety (Tier 1) Members

Employees hired on or prior tobefore November 27, 2012, shall be covered by the CalPERS Three Percent (3%) at Fifty (50) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with One Year Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat Employer-Paid Member Contributions (EPMC) as CalPERS reportable compensation.

Classic Safety (Tier 1) employees shall contribute a total of twelvenine percent (129%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516. The EPMC is nine percent (9%).

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one half percent (1.5%), for a total of ten and one half percent (10.5%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pretax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

B. Classic Safety (Tier 2) Members

Employees hired after November 27, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the CalPERS Three Percent (3%) at Fifty-Five (55) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with Three Years Final Compensation (Section 20042) and other stipulations per contract with CalPERS

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currently in effect. The Department shall treat EPMC as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 2) employees shall contribute an additional one-and-one-half percent (1.5%), for a total of twelvenine percent (129%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one half percent (1.5%), for a total of ten and one half percent (10.5%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pretax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

C. New Members (Tier 3)

Employees hired after December 31, 2012, Employees who are "new members" as defined by 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 Fourth Level (Section 21574), with Three Years Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect.

Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

D. Beginning the first full pay period in July 2024, for CalPERS "new members", as-defined by PEPRA, who participate in a departmental 457 deferred compensation plan, the Department shall contribute a matching amount of up to one hundred dollars (\$100) per month towards the employees elected 457 deferred compensation plan.

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VI. HOLIDAYS

- A. The Department shall provide holiday pay as set forth hereinafter. All shift personnel shall receive an annual holiday pay disbursement calculated by multiplying each affected employee's regular hourly wage by one-hundred twenty (120) hours and dividing by twenty-six (26) pay periods and this amount will be included on each pay period throughout the year. In the periodic event there are twenty-seven (27) pay periods, holiday pay will only be paid over twenty-six (26) pay periods. These payments shall constitute the sole and exclusive mechanism of awarding to shift personnel any additional compensation for shift duty worked during holiday periods.
- B. All personnel assigned to a forty (40) hour administrative schedule shall receive the following paid holidays:
 - 1. January 1 New Year's Day
 - 2. January (3rd Monday) Martin Luther King Day (Observed)
 - 3. February (3rd Monday) President's Day
 - 4. May (Last Monday) Memorial Day
 - 5. July 4 Independence Day
 - 6. September (1st Monday) Labor Day
 - 7. October 12 (Observed 2nd Monday) Columbus Day
 - 8. November 11 (Observed) Veterans Day
 - 9. November (Fourth 4th Thursday) Thanksgiving
 - 10. November Friday after Thanksgiving
 - 11. December 24 Christmas Eve
 - 12. December 25 Christmas Day

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

VII. VACATION

A. Vacation Accrual

Two hundred twenty-four (224) hours per year for non-shift and three hundred twelve (312) hours per year for shift employees.

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B. Limitations

- 1. Vacation time may not be taken until after the completion of six (6) months of continuous employment. Vacation will be accrued on a monthly basis with a maximum accumulation of two hundred eighty (280) hours for non-shift employees and three-hundred eighty-four (384) hours for shift employees. Time accrued in excess of these limits will be paid out at one hundred percent (100%) of an employee's base hourly rate during the first full paycheck in December.
- 2. Upon separation from the Department, an employee's unused vacation time will be compensated at one hundred percent (100%) of the employee's final base hourly rate. During employment, an employee may elect to receive cash in lieu of accrued vacation leave at one hundred percent (100%) of the employees' base hourly rate.

VIII. SICK LEAVE

A. Sick Leave is defined as leave taken for any of the reasons specified in California Labor Code section 246.5.to care for self or family (kin) in the event of illness or injury, as defined in California Labor Code Section 233.

B. Sick Leave Accrual

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

- a. Non-shift personnel One hundred thirty-six (136) hours per year;
- b. Shift personnel One hundred ninety-two (192) hours per year;
- c. Sick leave shall start accruing on the first day of the month following date of hire.

e.d. Maximum accumulation of sick leave shall be unlimited.

C. <u>Illness/Injury During Vacation</u>

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

D. <u>Payment of Unused Sick Leave</u>

The payment of unused sick leave is authorized by the Department as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent regular employees, regardless of length of service,

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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.

Employees may elect to receive payment for accrued and unused sick leave up to the percentages indicated in the table below. This will be based on the employees' unused sick leave balance on their last day of service with the Department. All unused sick leave not paid to the employee shall be converted to CalPERS service credit if the employee is retiring.

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%			

- a. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.
- b. Upon an employee's retirement, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between the Department and CalPERS. An the employee may, at his or her discretion, convert all unused sick leave to CalPERS "Sick Leave Credit" for service credit, and forgo compensation outlined in the table above.

IX. ADMINISTRATIVE LEAVE

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

X. BEREAVEMENT LEAVE

Up to five (5) days per person per occurrence shall be granted due to the death of his or her current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother in law, father in law, or the death of any child or close

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XLX. BUMP BACK RIGHTS

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

1. Procedures

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

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Unrepresented Management/Safety

Salary and Benefits Resolution

July 1, 2023 - June 30, 2025



Note: This is not a complete list of salary and benefits. For further information, please view the Employee Policies and Procedures Manual located on the intranet/Governing Documents or contact Human Resources.

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SALARY AND BENEFITS RESOLUTION

I. GENERAL

- A. This Salary and Benefits Resolution (Resolution) is for Unrepresented Safety Management personnel that are regular full-time employees of the El Dorado Hills County Water District, also known as the El Dorado Hills Fire Department (Department). This Resolution includes employees in the positions of Deputy Chief, Division Chief, and Fire Marshal.
- B. The salary and benefit adjustments for the period commencing July 1, 2023, and ending June 30, 2025.

II. SENIORITY

- A. Department seniority shall be based on total unbroken service in the Department as a full-time regular employee receiving benefits. The actual date of hire shall be used for this determination.
- B. In the event two (2) or more persons are hired on the same calendar date, seniority in the Department shall be determined in accordance with their respective standing on the entry level-hiring list. The employee attaining the highest numerical standing shall be the senior.

III. TERMS AND CONDITIONS OF EMPLOYMENT

A. Salaries

Employees shall receive the following Cost of Living Adjustments:

1. Effective the first full pay period after July 1, 2023, employees shall receive a five percent (5%) increase to base salary. Reference the below salary schedule:

Department STEPS		1	2	3	4	5
DEPUTY CHIEF	Hourly	\$90.22	\$94.40	\$98.78	\$103.38	\$108.21
	Monthly	\$15,638	\$16,362	\$17,121	\$17,918	\$18,756
DIVISION CHIEF	Hourly	\$62.65	\$65.45	\$68.37	\$71.46	\$74.69
	Monthly	\$10,859	\$11,344	\$11,851	\$12,387	\$12,946
FIRE MARSHAL	Hourly	\$78.19	\$81.76	\$85.51	\$89.45	\$92.76
	Monthly	13,553	\$14,172	\$14,822	\$15,505	\$16,078

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

- 2. Effective the first full pay period on or after October 1, 2023, a one percent (1%) increase to base salary shall be awarded to employees if growth in the El Dorado Hills County Water District property tax revenue for fiscal year 2023-24 exceeds seven percent (7%). For the salary adjustment, the change in property tax revenue will be calculated using the actual property tax revenue for fiscal year 2022-23 and the property tax revenue estimate provided by El Dorado County for fiscal year 2023-24. The public salary schedule will be available at the time of this salary increase, if applicable.
- 3. Effective the first full pay period after July 1, 2024, employees shall receive a two percent (2%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.
- 4. If *cumulative growth* in the El Dorado Hills County Water District property tax revenue for fiscal years 2023-24 and 2024-25 meets or exceeds twelve percent (12%), then effective the first full pay period on or after October 1, 2024, either:
 - (1) A one percent (1%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 met or exceeded seven percent (7%); or
 - (2) A two percent (2%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 did not meet or exceed seven percent (7%).

The public salary schedule will be available at the time of this salary increase, if applicable.

- 5. An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.
- 6. An employee's step increase will be the first day of the first full pay period on or after the anniversary date of the position.
- 7. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.
- 8. Employees are Fair Labor Standards Act (FLSA) Exempt.
- 9. The following is the formula for converting fifty-six (56) hour position leave to forty (40) hour position leave:

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

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

Hours on books multiplied by 1.4 = Converted Time; The same formula will be used to calculate accrual rates.

B. Duty Hours and Schedule:

1. The work schedule for employees assigned to line fire suppression shifts shall consist of two (2) consecutive twenty-four (24) hour shifts on duty, followed by four (4) consecutive days off, as follows:

XXOOOOXXOOOO

Where: X = 24 consecutive hours ON DUTY;

O = 24 consecutive hours OFF DUTY.

2. Members assigned to an Administrative forty (40) hour schedule are eligible to work a modified schedule, such as a "Flex 9/80" or "4/10" or other modified schedule at the discretion of the Fire Chief.

C. Uniforms and Class-A Uniform Reimbursement:

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

The agency shall reimburse each member for the cost of one (1) "Class-A" uniform up to a maximum of five hundred dollars (\$500.00). Reimbursement will be allowed only after the member has completed their probationary period and the reimbursement request is accompanied by a detailed receipt.

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

D. Acting Position

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

E. Pay Days

Paydays shall be bi-weekly on Friday, unless a payday falls on a holiday, in which case the regular workday immediately prior to the holiday will be the appropriate payday.

F. Education and Certification Incentive Pay

In addition to the base salaries set forth in Section A hereof, eligible employees with the following education degrees and/or certificates shall receive additional compensation as specified below. To be compensated for an Associate's, Bachelor's, or Master's Degree, official transcripts must be submitted to the Department. The official transcripts shall be mailed directly from the college or university where the degree was attained to the Department addressed c/o Director of Human Resources - Confidential. The official transcripts must be from a regionally or nationally accredited school, recognized by the United States Department of Education or the Council for Higher Education Accreditation (CHEA). (Exceptions to this rule must be approved by the Fire Chief, or by appeal to the Board of Directors.)

To be compensated for a certification incentive, the employee must submit a copy of their certificate to Human Resources.

Incentives will begin being paid the first full pay period after the official transcripts or the certification is received and validated by Human Resources. A copy of the official transcripts or certification will be retained in the Department files. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, incentives will only be paid over twenty-six (26) pay periods.

1. Education Incentive

All education incentives are non-stackable with the exception of the Emergency Medical Technician (EMT) incentive. Eligible employees shall receive the following monthly education incentive pay, which is subject to the same limitations and requirements outlined above:

AA/AS: \$300
BA/BS: \$600
MA/MS: \$900
EMT: \$100

2. Certification Incentive

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

Company Officer:	\$300
• Chief Fire Officer:	\$600
 Executive Chief Fire Officer 	\$900
• Fire Marshal:	\$900

G. Paramedic Certification Incentive and Reimbursement

Chief Officers, who have their California State Paramedic License, and are in good standing with the State of California EMSA, are eligible for Paramedic incentive pay in the amount of two hundred dollars (\$200) per month. The EMT and Paramedic incentives are non-stackable.

The Department shall reimburse paramedic personnel for fees, with the exception of late fees incurred in the maintenance of the following certifications: (Reimbursement shall include class tuition and associated class materials; if required to attend the class offsite, applicable overtime or wages will be paid for class time only. Mileage reimbursement will not be paid for driving to and from the class.)

- 1. ACLS Advanced Life Support (Bi-annual certification).
- 2. PALS/PEPP Pediatric Advanced Life Support (Bi-annual certification).
- 3. Class fees shall be reimbursed upon documentation of successful completion.
- 4. The Department shall reimburse the fee for the State Paramedic License.

H. Longevity Pay

The Department shall provide longevity pay as set forth hereinafter. All eligible employees shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, longevity pay will only be paid over twenty-six (26) pay periods. Longevity pay eligibility will include all years of CalPERS-credited service, including any service with another public agency. Longevity pay increases shall be effective on the first full pay period following the employee's anniversary date.

Upon Completion of Years of Service	Annual Pay
10	\$3,000
15	\$3,500
20	\$4,000
25	\$4,500
30	\$5,000

I. <u>Deployment Pay</u>

The Department will provide deployment pay for Unrepresented Management Safety employees who are assigned to a CalOES deployment under a reimbursement agreement with CalOES. In the event an employee is assigned to a CalOES deployment, the employee will be paid straight time for hours worked

outside the regular work week as soon as administratively feasible following completion of their deployment and submission/approval of OES paperwork. Straight time hours will be calculated upon a base rate. The base rate shall be the rate set forth in the salary survey on file with California Governor's Office of Emergency Services, Fire Rescue Division, for the time period of the deployment. Nothing herein shall change or affect the exempt status of the employee.

Regular Work Schedules For the Purpose of Deployment Pay Only:

- 1. 4/10 Schedule: Monday through Thursday from 7:00 am 6:00 pm
- 2. <u>9/80-Friday Schedule</u>: Monday through Thursday from 7:30 am 5:00 pm; Every other Friday from 7:30 am 4:00 pm.
- 3. <u>9/80-Monday Schedule</u>: Tuesday through Friday from 7:30 am 5:00 pm; Every other Monday from 7:30 am 4:00 pm
- 4. <u>5/8 Schedule</u>: Monday through Friday from 8:00 am 5:00 pm

IV. HEALTH AND WELFARE BENEFITS

A. Health Insurance

- 1. Department shall continue its participation in the CalPERS Health Program. Employees shall be eligible for group health insurance the first day of the month following the date of hire.
- 2. The Department shall contribute a maximum monthly amount of up to two thousand eight hundred fifty dollars (\$2850.00).

B. <u>Cash In-Lieu of Group Health Insurance</u>

- 1. Employees that elect to waive coverage under the Department's health insurance program shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, the cash in lieu waiver will only be paid over twenty-six (26) pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided health insurance benefits.
- 2. Such benefits shall be payable beginning the first full pay period of the month of the elected plan year (January) and shall continue during that plan year as long as the waiver is in effect and as long as the employee would otherwise be eligible for such insurance and premium rates in the absence of a waiver.
- 3. In order to participate in the cash in-lieu of health insurance waiver, the employee shall provide proof of alternative minimum essential coverage for themselves and any dependents who will be claimed on the employee's state and/or federal taxes (expected tax family). The employee shall also complete

and sign a health coverage declination form stating that he or she and their dependents, if applicable, have alternative minimum essential coverage and that he or she understands that they will no longer receive health coverage for themselves and their dependents, if applicable, through a Department provided health plan. Providing proof of alternative minimum essential coverage and completing the health coverage declination form will be required at every open enrollment period the employee elects to waive health coverage. If the employee does not show proof of alternative minimum essential coverage for themselves and their dependents, if applicable, and/or does not complete the health coverage declination form, the cash-in-lieu of health insurance waiver will not be granted.

- 4. Per IRS rules, cash-in-lieu of health insurance will not be granted if the Department knows or has reason to know the employee or their dependents, if applicable, don't have the required alternative minimum essential coverage.
- 5. Any such amount of health reimbursement added to wages is not compensation for retirement purposes, as defined by the CalPERS.

C. Retiree Health

- 1. Employees hired prior to March 1, 2012, who qualify for post-retirement health benefits will be provided these benefits in retirement at the same level provided to current personnel, as may be negotiated from time to time, whether or not the Department remains in the CalPERS program.
- 2. Employees hired after February 29, 2012, who qualify for post-retirement health benefits upon retirement from the Department, are eligible to receive a Department contribution toward their post-retirement health benefits at the same level as current employees if they: a) have a minimum of five (5) years of CalPERS-credited service with the Department and b) have a total of at least ten (10) years of CalPERS-credited service. Once an employee has completed five (5) years of service with the Department, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.
- 3. Employees meeting the criteria above will receive a Department contribution towards their post-retirement health benefits as defined in California Government Code Section 22893 as follows:

Total Credited Years of Service	Percent (%) of Department Contribution
10	50%
11	55%

12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

D. Dental and Vision Insurance

The Department provides the following dental and vision benefits to eligible full-time regular and probationary employees:

1. <u>Tier 1: Employees hired prior to October 1, 2019</u>

Employees have the option to keep the existing Health Reimbursement Arrangement (HRA) as set forth below, or to elect coverage under the Department-sponsored dental and vision insurance plan.

For those employees who elect to maintain the HRA benefit, the Department will make the following contribution on the last day of each pay period, an HRA provider for dental and vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents.
- \$ 80.77 for an employee with one (1) dependent.
- \$ 103.85 for an employee with two (2) or more dependents.

(A "dependent" for this purpose is defined as a dependent qualifying for health care under CalPERS rules, with the exception that the Department's dental and vision insurance plan recognizes a dependent as up to age 26.) Each participating employee is entitled to draw upon his or her eligible HRA contributions for dental and vision charges, in accordance with HRA reimbursement procedures. Employees may carry over their existing dental and vision account balance upon retirement and may utilize their available account balance for dental and vision charges, in accordance with HRA reimbursement procedures.

For those employees who elect insurance coverage, the Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. This election must be made during open enrollment or following a qualifying event. Once an employee elects insurance coverage, the change is irrevocable and the employee may not go back to participating in the HRA.

Employees' participation in the HRA is limited to active employees only. Any employee who retires may only be eligible for dental and vision insurance in retirement.

Employees who enroll in dental and vision insurance coverage may keep any existing HRA balance as of the last day before the insurance becomes effective and will be able to use it for future qualifying expenditures until the HRA balance is exhausted. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- a. Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, with no years of service restrictions (legacy members).
- b. Employees hired on or after October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the employee must be enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.

2. Tier 2: Employees hired on or after October 1, 2019

- a. The Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. New employees are not eligible to participate in the HRA.
- b. Employees who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental and vision insurance, with a maximum Department contribution of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.

- c. In order to receive the dental and vision benefit the employee must be enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.

E. Life Insurance

Department shall provide a fifty thousand dollars (\$50,000.00) term life insurance policy in the name of each employee and each employee shall have the right to designate the beneficiary of said policy.

F. <u>Disability Insurance</u>

The Department shall maintain a sixty (60) day disability insurance policy as provided by California Association of Professional Firefighters for those considered a professional Firefighter. Those not considered a professional Firefighter will be enrolled in State Disability Insurance (SDI).

G. <u>Flexible Spending Accounts</u>

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

V. RETIREMENT

The Department provides eligible employees retirement benefits through CalPERS.

A. Classic Safety (Tier 1) Members

Employees hired on or prior to November 27, 2012, shall be covered by the CalPERS Three Percent (3%) at Fifty (50) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with One Year Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat Employer-Paid Member Contributions (EPMC) as CalPERS reportable compensation.

Classic Safety (Tier 1) employees shall contribute a total of twelve percent (12%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516. The EPMC is nine percent (9%).

B. Classic Safety (Tier 2) Members

Employees hired after November 27, 2012, who are not a "new member" as defined by the PEPRA, shall be covered by the CalPERS Three Percent (3%) at Fifty-Five (55) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level

(Section 21574), with Three Years Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat EPMC as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 2) employees shall contribute an additional one-and-one-half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

C. New Members (Tier 3)

Employees hired after December 31, 2012, who are "new members" as defined by 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 Fourth Level (Section 21574), with Three Years Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect.

Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

D. <u>Deferred Compensation</u>

Beginning the first full pay period in July 2024, for CalPERS "new members", as defined by PEPRA, who participate in a departmental 457 deferred compensation plan, the Department shall contribute a matching amount of up to one hundred dollars (\$100) per month towards the employees elected 457 deferred compensation plan.

VI. HOLIDAYS

- A. The Department shall provide holiday pay as set forth hereinafter. All shift personnel shall receive an annual holiday pay disbursement calculated by multiplying each affected employee's regular hourly wage by one-hundred twenty (120) hours and dividing by twenty-six (26) pay periods and this amount will be included on each pay period throughout the year. In the periodic event there are twenty-seven (27) pay periods, holiday pay will only be paid over twenty-six (26) pay periods. 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. Employees assigned to a forty (40) hour administrative schedule shall receive the following paid holidays:
 - 1. January 1 New Year's Day
 - 2. January (3rd Monday) Martin Luther King Day
 - 3. February (3rd Monday) President's Day
 - 4. May (Last Monday) Memorial Day
 - 5. July 4 Independence Day
 - 6. September (1st Monday) Labor Day

- 7. October (2nd Monday) Columbus Day
- 8. November 11 Veterans Day
- 9. November (4th Thursday) Thanksgiving
- 10. November Friday after Thanksgiving
- 11. December 24 Christmas Eve
- 12. December 25 Christmas Day

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

VII. VACATION

A. Vacation Accrual

Two hundred twenty-four (224) hours per year for non-shift and three hundred twelve (312) hours per year for shift employees.

B. Limitations

- 1. Vacation time may not be taken until after the completion of six (6) months of continuous employment. Vacation will be accrued on a monthly basis with a maximum accumulation of two hundred eighty (280) hours for non-shift employees and three-hundred eighty-four (384) hours for shift employees. Time accrued in excess of these limits will be paid out at one hundred percent (100%) of an employee's base hourly rate during the first full paycheck in December.
- 2. Upon separation from the Department, an employee's unused vacation time will be compensated at one hundred percent (100%) of the employee's final base hourly rate. During employment, an employee may elect to receive cash in lieu of accrued vacation leave at one hundred percent (100%) of the employees' base hourly rate.

VIII. SICK LEAVE

A. Sick Leave is defined as leave taken for any of the reasons specified in California Labor Code section 246.5.

B. <u>Sick Leave Accrual</u>

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

- a. Non-shift personnel One hundred thirty-six (136) hours per year.
- b. Shift personnel One hundred ninety-two (192) hours per year.
- c. Sick leave shall start accruing on the first day of the month following date of hire.
- d. Maximum accumulation of sick leave shall be unlimited.

D. <u>Payment of Unused Sick Leave</u>

The payment of unused sick leave is authorized by the Department as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent regular 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.

Employees may elect to receive payment for accrued and unused sick leave up to the percentages indicated in the table below. This will be based on the employees' unused sick leave balance on their last day of service with the Department. All unused sick leave not paid to the employee shall be converted to CalPERS service credit if the employee is retiring.

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%

- a. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.
- b. Upon an employee's retirement, the employee may, at his or her discretion, convert all unused sick leave to CalPERS for service credit, and forgo compensation outlined in the table above.

IX. ADMINISTRATIVE LEAVE

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

X. BUMP BACK RIGHTS

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

1. Procedures

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

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Unrepresented Management/Non-Safety

Salary and Benefits Resolution

October 1, 2019 July 1, 2023 – June 30, 20253



Note: This is not a complete list of salary and benefits. For further information, please view the Employee Policies and Procedures Manual located on the intranet/Governing Documents or contact Human Resources.

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SALARY AND BENEFITS RESOLUTION

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I. GENERAL

- A. This is a Salary and Benefits Resolution (Resolution) is for Unrepresented Non-Safety Management personnel that are regular full-time employees of the El Dorado Hills County Water District, also referred to as El Dorado Hills Fire Department (Department). This Resolution includes employees in the positions of Director of Finance and Director of Human Resources.
- B. The salary and employee benefit adjustments are for the period commencing October July 1, 202319 and ending June 30, 20253.

II. SALARIES

Employees shall receive the following Cost of Living Adjustments:

A. Effective the first full pay period after October 1, 2019July 1, 2023, employees shall receive a fivetwo percent (52%) increase to base salary. Reference the below salary schedule:

Department STEPS		1	2	3	4	5
DIRECTOR	Hourly	\$78.19 \$68.	\$81.76 \$71.2	<u>\$85.51</u> \$74.51	<u>\$89.45</u> \$77.95	<u>\$92.76</u> \$80.83
OF FINANCE	Monthly	<u>13,553</u> \$11,			<u>\$15,505</u> \$13,5	
		810	349	16	11	10
DIRECTOR	Hourly	<u>\$78.19</u> \$68.	<u>\$81.76</u> \$71.2	<u>\$85.51</u> \$74.51	<u>\$89.45</u> \$77.95	<u>\$92.76</u> \$80.83
OF HUMAN		13	5			
RESOURCES	Monthly	13,553\$11,	\$14,172\\$12,	\$14,822\\$12,9	\$15,505 \$13,5	\$16,078\$14,0
RESCORCES		810	349	16	41	10

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

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

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- B. Effective the first full pay period on or after October 1, 2023, a one percent (1%) increase to base salary shall be awarded to employees if growth in the El Dorado Hills County Water District property tax revenue for fiscal year 2023-24 exceeds seven percent (7%). For the salary adjustment, the change in property tax revenue will be calculated using the actual property tax revenue for fiscal year 2022-23 and the property tax revenue estimate provided by El Dorado County for fiscal year 2023-24. The public salary schedule will be available at the time of this salary increase, if applicable.
- C. Effective the first full pay period after July 1, 20242, employees shall receive a two and one half percent (2.5%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.
- D. If cumulative growth in the El Dorado Hills County Water District property tax revenue for fiscal years 2023-24 and 2024-25 meets or exceeds twelve percent (12%), then effective the first full pay period on or after October 1, 2024, either:

(1) A one percent (1%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 met or exceeded seven percent (7%); or

(2) A two percent (2%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 did not meet or exceed seven percent (7%).

The public salary schedule will be available at the time of this salary increase, if applicable.

- E. An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.
- F. 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.
- G. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.

III. PAY DAYS

Paydays shall be bi-weekly on Friday, unless a payday falls on a holiday, in which case the regular workday immediately prior to the holiday will be the appropriate payday.

IV. EDUCATION INCENTIVES

In addition to the base salaries, employees with the following education degrees or certificates shall receive additional compensation as specified below, provided a current certificate is presented to the Department. To be compensated for an Associate's, Bachelor's, or Master's Degree, an employee must submit an official copy of their transcripts to the Department. The official transcripts should be mailed directly from the college or university where the degree was attained to the Department addressed c/o Director of Human Resources-Confidential. The official transcripts must be from a regionally or nationally accredited school, recognized

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by the United States Department of Education or the Council for Higher Education Accreditation (CHEA). (Exceptions to this rule must be approved by the Fire Chief, or by appeal to the Board.)

All education incentives are non-stackable with the exception of the Emergency Medical Technician (EMT) incentive. <u>Incentives will begin being paid the first full pay period after</u> the official transcripts are received and validated by Human Resources. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar. In the periodic event there are twenty-seven (27) pay periods, incentives will only be paid over twenty-six (26) pay periods.

> AA/AS: \$600 BA/BS: \$900 MA/MS: \$100 EMT:

AA/AS	BA/BS	MA/MS	EMT
\$250	\$500	\$750	\$100
Monthly	Monthly	Monthly	Monthly

LONGEVITY PAY

The Department shall provide longevity pay as set forth hereinafter. All eligible employees shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, longevity pay will only be paid over twentysix (26) pay periods. Longevity pay increases shall be effective on the first full pay period following the employee's anniversary date.

Upon Completion of Years of Service	Annual Pay
10	\$ <u>3,0</u> 2,500
15	\$ <u>3,50</u> 2,750
20	\$ <u>4</u> 3,000
25	\$ <u>4</u> 3,500
30	\$ <u>5</u> 4,000

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

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VI. HEALTH AND WELFARE BENEFITS

A. Health Insurance

- Department shall continue its participation in the California Public Employees Retirement System (CalPERS) Health Program. Employees shall be eligible for group health insurance the first day of the month following the date of hire.
- 2. Effective January 1, 2020, the Department shall contribute a maximum monthly amount of up to two thousand nine hundred thirty two dollars and twenty cents (\$2,932,20).
- 3.2. Effective January 1, 2021, the The Department shall contribute a maximum monthly amount of up to two thousand eight hundred fifty dollars (\$2,850.00).
- B. <u>Cash In-Lieu of Group Health Insurance</u>
 - Employees that elect to waive coverage under the Department's health insurance program-beginning the first open enrollment period after October 1, 2019, shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, cash in lieu waiver will only be paid over twenty-six (26) pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided health insurance benefits.
 - 2. Such benefits shall be payable beginning the first full pay period of the month of the elected plan year (January) and shall continue during that plan year as long as the waiver is in effect and as long as the employee would otherwise be eligible for such insurance and premium rates in the absence of a waiver.
 - 3. Employees enrolled in individual coverage (including but not limited to) Medicare, Tricare, Medi-Cal and Covered California are not eligible to receive cash in-lieu for other health coverage, even if the coverage provides minimum value.

4.3.In order to participate in the cash in lieu of health insurance, the employee shall provide proof of alternate coverage and sign a declination of coverage stating that he or she does have alternative coverage and that he or she understands that he or she will no longer receive coverage for themselves and their family through a Department provided health plan. This will be required at every open enrollment period the employee elects to waive health coverage. In order to participate in the cash in-lieu of health insurance waiver, the employee shall provide proof of alternative minimum essential coverage for themselves and any dependents who will be claimed on the employee's state and/or federal taxes (expected tax family). The employee shall also complete and sign a health coverage declination form stating that he or she and their dependents, if applicable, have alternative minimum essential coverage for themselves and their dependents, if applicable, through a Department provided health plan. Providing proof of alternative minimum essential coverage and completing the health coverage

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declination form will be required at every open enrollment period the employee elects to waive health coverage. If the employee does not show proof of alternative minimum essential coverage for themselves and their dependents, if applicable, and/or does not complete the health coverage declination form, the cash-in-lieu of health insurance waiver will not be granted.

4. Per IRS rules, cash-in-lieu of health insurance will not be granted if the Department knows or has reason to know the employee or their dependents, if applicable, don't have the required alternative minimum essential coverage.

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

C. Retiree Health

- 1. Employees hired prior to March 1, 2012, who qualify for post-retirement health benefits will be provided these benefits in retirement at the same level provided to current personnel, as may be negotiated from time to time, whether or not the Department remains in the CalPERS program.
- 2. Employees hired after February 29, 2012, who qualify for post-retirement health benefits upon retirement from the Department, are eligible to receive a Department contribution toward their post-retirement health benefits at the same level as current employees if they: a) have a minimum of five (5) years of CalPERS-credited service with the Department, and b) have a total of at least ten (10) years of CalPERS-credited service. Once an employee has completed five (5) years of service with the Department, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.
- 3. Employees hired on or after October 1, 2019, who qualify for post retirement health benefits upon retirement from the Department, are eligible to receive a maximum Department contribution of up to employee plus spouse toward their post retirement health benefits. The requirements listed in VI. C. 2. must also be met to receive a Department contribution.
- 4-3. Employees meeting the criteria above will receive a Department contribution towards their post-retirement health benefits as defined in California Government Code Section 228932 as follows:

Total Credited Years of Service	Percent (%) of Department Contribution
10	50%
11	55%

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12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

D. Dental and Vision Insurance

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

1. Tier 1: Employees hired prior to October 1, 2019

Employees have the option to keep the existing Health Reimbursement Arrangement (HRA) as set forth below, or to elect coverage under the Department-sponsored dental and vision insurance.

For those employees who elect to maintain the HRA benefit, the Department will make the following contribution on the last day of each pay period, to an accumulating fund (the Fund) an HRA provider for dental and vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents;
- \$ 80.77 for an employee with one (1) dependent;
- \$ 103.85 for an employee with two (2) or more dependents.

(A "dependent" for this purpose is defined as a dependent qualifying for health care under CalPERS rules, with the exception that the Department's dental and vision insurance plan recognizes a dependent as up to age 263.) Each participating employee is entitled to draw upon his or her contributed share of the Fund eligible HRA contributions for dental and vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1)HRA reimbursement

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<u>procedures</u>. Retirees Employees may carry over their existing dental and vision account balance upon retirement and may utilize their available account balance are allowed to draw up to their contributed share of the Fund for dental and vision charges, in accordance with HRA reimbursement procedures provided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect insurance coverage, the Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. This election must be made during open enrollment or following a qualifying event. Once an employee elects insurance coverage, the change is irrevocable and the employee may not go back to participating in the HRA.

Employees' participation in the HRA is limited to active employees only, and aAny employee who retires during the term of this Resolution may only be eligible for the insurance coverage option dental and vision insurance in as of the date of retirement.

Employees who enroll in <u>dental and vision</u> insurance coverage may keep any existing HRA balance as of the last day before the insurance becomes effective and will be able to use it for future qualifying expenditures until the HRA balance is exhausted. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- a. Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, with no years of service restrictions (grandfatheredlegacy members).
- b. Employees hired after October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the member must be enrolled in the Department's healthcare plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.
- 2. Tier 2: Employees hired on or after October 1, 2019
 - a. The Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. New employees are not eligible to participate in the HRA.

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- b. Employees who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental and vision insurance, with a maximum Department contribution of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the member must be enrolled in the Department's healthcare plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.

E. Life Insurance

Department shall provide a minimum of twenty-fifty thousand dollars (\$520,000.00) term life insurance policy in the name of each employee and each employee shall have the right to designate the beneficiary of said policy.

F. Short-Term Disability Insurance

Employees contribute through payroll tax to California's state disability insurance program.

VII. RETIREMENT

The Department provides retirement benefits under CalPERS for eligible employees.

Miscellaneous Non-Safety Employees:

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

Classic Miscellaneous (Tier 1) Members

Classic Miscellaneous (Tier 1) employees shall contribute a total of five percent (5%) of their CalPERS reportable compensation (exclusive of Employer Paid Member Contributions (EPMC)) to the employer's percentage contribution to CalPERS. Payments will be deducted

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on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 1) employees shall contribute an additional one-and one-half percent (1.5%) for a total of six and one-half percent (6.5%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 1) employees shall contribute an additional one and one half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Classic Miscellaneous (Tier 2) Members

Classic Miscellaneous (Tier 2) employees shall contribute a total of five percent (5%) of their CalPERS—reportable—compensation—(excluding—EPMC)—to—the—employer's—percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 2) employees shall contribute an additional one and one half percent (1.5%) for a total of six and one half percent (6.5%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 2) employees shall contribute an additional one and one half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

New Members (Tier 3)

Employees who are "new members" as defined by PEPRA, shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

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A. Classic Miscellaneous (Tier 1) Members

Employees hired on or prior to November 27, 2012, shall be covered by the CalPERS Three Percent (3%) at Sixty (60) formula for Miscellaneous Members, with One Year Final Compensation. Employees shall contribute a total of eight percent (8%) of their CalPERS reportable compensation (exclusive of Employer-Paid Member Contributions (EPMC)) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pretax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516. The EPMC is eight percent (8%).

B. Classic Miscellaneous (Tier 2) Members

Employees hired after November 27, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the CalPERS Two Percent (2%) at Fifty-five (55) formula for Miscellaneous Members, with Three Year Final Compensation. Employees shall contribute a total of eight percent (8%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516. The EPMC is seven percent (7%).

C. New Members (Tier 3)

Employees hired after December 31, 2012, who are "new members" as defined by the PEPRA, shall be covered by the CalPERS Two Percent (2%) at Sixty-two (62) formula, with Three Year Final Compensation. Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

D. Beginning the first full pay period in July 2024, for CalPERS "new members" as defined by PEPRA, who participate in a departmental 457 deferred compensation plan, the Department shall contribute a matching amount of up to one hundred dollars (\$100) per month towards the employees elected 457 deferred compensation plan.

VIII. FLEXIBLE SPENDING ACCOUNTS

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

HOLIDAYS IX.

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

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- 1. January 1 New Year's Day
- 2. January (3rd Monday) Martin Luther King Day (Observed)
- 3. February (3rd Monday) President's Day
- 4. May (Last Monday) Memorial Day
- 5. July 4 Independence Day
- September (1st Monday) Labor Day
 October 12 (Observed 2nd Monday) Columbus Day
 November 11 (Observed) Veterans Day
- 9. November (Fourth 4th Thursday) Thanksgiving
- 10. November Friday after Thanksgiving
- 11. December 24 Christmas Eve
- 12. December 25 Christmas Day

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

X. **VACATION**

A. Beginning the first full pay period on or after July 1, 2023, employees shall receive two hundred twenty-four (224) hours per year. Vacation shall start accruing on the first full pay period following date of hire.

Below is the vacation accrual schedule:

Years of Service Completed	Hours Per Year
0 4 Years	120 hours
5 9 Years	152 hours
10 – 14 Years	192 hours
15 19 Years	208 hours
20+ Years	224 hours

Limitations

- 1. Vacation time may not be taken until after the completion of six (6) months of continuous employment. Vacation will be accrued on a monthly basis with a maximum accumulation of two hundred eighty (280) hours. Time accrued in excess of these limits will be paid out at one hundred percent (100%) of an employee's base hourly rate during the first full paycheck in December.
- 2. Upon separation from the Department, an employee's unused vacation time will be compensated at one hundred percent (100%) of the employee's final base hourly rate. During employment, an employee may elect to receive cash in lieu of accrued vacation leave at one hundred percent (100%) of the employees' base hourly rate.

Part-time employees will accrue vacation on a pro-rated basis.

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C. Temporary employees do not accrue paid vacation.

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

XI. SICK LEAVE

- A. Sick Leave is defined as leave taken for any of the reasons specified in California

 <u>Labor Code section 246.5</u>to care for self or family (kin) in the event of illness or injury, as defined in California Labor Code Section 233.
- B. Sick leave shall accrue at a rate of one hundred thirty-six (136) hours per year.
- C. Part-time employees will accrue sick leave on a pro-rated basis.
- D. Temporary employees do not accrue sick leave.
- E.C. Sick leave shall start accruing on the first day of the month following date of hire.
- F.D. Maximum accumulation of sick leave shall be unlimited.
- G.E. Payment of Unused Sick Leave

The payment of unused sick leave is authorized by the Department as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent employees, regardless of length of service, shall be entitled to payment for accrued sick leave as indicated below, up to their date of separation. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

Employees may elect to receive payment for accrued and unused sick leave up to the percentages indicated in the table below. This will be based on the employees' unused sick leave balance on their last day of service with the Department. All unused sick leave not paid to the employee shall be converted to CalPERS service credit if the employee is retiring.

Number of Sick Leave Days Accumulated

Percentage of Days
Compensation is Given

135+ 60%

112-134 50%

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88-111	40%
64-87	30%
41-63	20%
0-40	0%

- a. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.
- b. Upon an employee's retirement, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the Contract between the Department and CalPERS. Anthe employee may, at his or her discretion, convert all unused sick leave to CalPERS "Sick Leave Credit" for service credit, and forgo compensation outlined in the table above.

XII. ADMINISTRATIVE LEAVE

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

XIII.—SEVERANCE BEREAVEMENT LEAVE

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

At will employees who are terminated without cause shall receive a six (6) month severance at the time of termination. The severance shall be the employee's then-current monthly salary multiplied by six (6). Eligibility for such severance is conditioned upon the employee's execution of (1) a waiver and release of any and all of their claims against the District and (2) a covenant not to sue. All normal payroll taxes and withholdings that are required by law shall occur. Payment shall be made to the employee at the next regular pay date, unless otherwise provided in the waiver and release agreement.

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versus severance.

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EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Unrepresented Management/Non-Safety

Salary and Benefits Resolution

July 1, 2023 – June 30, 2025



Note: This is not a complete list of salary and benefits. For further information, please view the Employee Policies and Procedures Manual located on the intranet/Governing Documents or contact Human Resources.

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SALARY AND BENEFITS RESOLUTION

I. GENERAL

- A. This is a Salary and Benefits Resolution (Resolution) for Unrepresented Non-Safety Management personnel that are regular full-time employees of the El Dorado Hills County Water District, also referred to as El Dorado Hills Fire Department (Department). This Resolution includes employees in the positions of Director of Finance and Director of Human Resources.
- B. The salary and employee benefit adjustments are for the period commencing July 1, 2023, and ending June 30, 2025.

II. SALARIES

Employees shall receive the following Cost of Living Adjustments:

A. Effective the first full pay period after July 1, 2023, employees shall receive a five percent (5%) increase to base salary. Reference the below salary schedule:

Department STEPS		1	2	3	4	5
DIRECTOR	Hourly	\$78.19	\$81.76	\$85.51	\$89.45	\$92.76
OF FINANCE	Monthly	13,553	\$14,172	\$14,822	\$15,505	\$16,078
DIRECTOR OF HUMAN	Hourly	\$78.19	\$81.76	\$85.51	\$89.45	\$92.76
RESOURCES	Monthly	13,553	\$14,172	\$14,822	\$15,505	\$16,078

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

- B. Effective the first full pay period on or after October 1, 2023, a one percent (1%) increase to base salary shall be awarded to employees if growth in the El Dorado Hills County Water District property tax revenue for fiscal year 2023-24 exceeds seven percent (7%). For the salary adjustment, the change in property tax revenue will be calculated using the actual property tax revenue for fiscal year 2022-23 and the property tax revenue estimate provided by El Dorado County for fiscal year 2023-24. The public salary schedule will be available at the time of this salary increase, if applicable.
- C. Effective the first full pay period after July 1, 2024, employees shall receive a two percent (2%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.
- D. If *cumulative growth* in the El Dorado Hills County Water District property tax revenue for fiscal years 2023-24 and 2024-25 meets or exceeds twelve percent (12%), then effective the first full pay period on or after October 1, 2024, either:

- (1) A one percent (1%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 met or exceeded seven percent (7%); or
- (2) A two percent (2%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 did not meet or exceed seven percent (7%).

The public salary schedule will be available at the time of this salary increase, if applicable.

- E. An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.
- F. 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.
- G. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.

III. PAY DAYS

Paydays shall be bi-weekly on Friday, unless a payday falls on a holiday, in which case the regular workday immediately prior to the holiday will be the appropriate payday.

IV. EDUCATION INCENTIVES

In addition to the base salaries, employees with the following education degrees or certificates shall receive additional compensation as specified below, provided a current certificate is presented to the Department. To be compensated for an Associate's, Bachelor's, or Master's Degree, an employee must submit an official copy of their transcripts to the Department. The official transcripts should be mailed directly from the college or university where the degree was attained to the Department addressed c/o Director of Human Resources-Confidential. The official transcripts must be from a regionally or nationally accredited school, recognized by the United States Department of Education or the Council for Higher Education Accreditation (CHEA). (Exceptions to this rule must be approved by the Fire Chief, or by appeal to the Board.)

All education incentives are non-stackable with the exception of the Emergency Medical Technician (EMT) incentive. Incentives will begin being paid the first full pay period after the official transcripts are received and validated by Human Resources. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar. In the periodic event there are twenty-seven (27) pay periods, incentives will only be paid over twenty-six (26) pay periods.

AA/AS: \$300
BA/BS: \$600
MA/MS: \$900
EMT: \$100

V. LONGEVITY PAY

The Department shall provide longevity pay as set forth hereinafter. All eligible employees shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, longevity pay will only be paid over twenty-six (26) pay periods. Longevity pay increases shall be effective on the first full pay period following the employee's anniversary date.

Upon Completion of Years of Service	Annual Pay
10	\$3,000
15	\$3,500
20	\$4,000
25	\$4,500
30	\$5,000

VI. <u>HEALTH AND WELFARE BENEFITS</u>

A. Health Insurance

- 1. The Department shall continue its participation in the California Public Employees Retirement System (CalPERS) Health Program. Employees shall be eligible for group health insurance the first day of the month following the date of hire.
- 2. The Department shall contribute a maximum monthly amount of up to two thousand eight hundred fifty dollars (\$2,850.00).

B. <u>Cash In-Lieu of Group Health Insurance</u>

- 1. Employees that elect to waive coverage under the Department's health insurance program shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, cash in lieu waiver will only be paid over twenty-six (26) pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided health insurance benefits.
- 2. Such benefits shall be payable beginning the first full pay period of the month of the elected plan year (January) and shall continue during that plan year as long as the waiver is in effect and as long as the employee would otherwise be eligible for such insurance and premium rates in the absence of a waiver.

- 3. In order to participate in the cash in-lieu of health insurance waiver, the employee shall provide proof of alternative minimum essential coverage for themselves and any dependents who will be claimed on the employee's state and/or federal taxes (expected tax family). The employee shall also complete and sign a health coverage declination form stating that he or she and their dependents, if applicable, have alternative minimum essential coverage and that he or she understands that they will no longer receive health coverage for themselves and their dependents, if applicable, through a Department provided health plan. Providing proof of alternative minimum essential coverage and completing the health coverage declination form will be required at every open enrollment period the employee elects to waive health coverage. If the employee does not show proof of alternative minimum essential coverage for themselves and their dependents, if applicable, and/or does not complete the health coverage declination form, the cash-in-lieu of health insurance waiver will not be granted.
- 4. Per IRS rules, cash-in-lieu of health insurance will not be granted if the Department knows or has reason to know the employee or their dependents, if applicable, don't have the required alternative minimum essential coverage.
- 5. Any such amount of health reimbursement added to wages is not compensation for retirement purposes as defined by the CalPERS.

C. Retiree Health

- 1. Employees hired prior to March 1, 2012, who qualify for post-retirement health benefits will be provided these benefits in retirement at the same level provided to current personnel, as may be negotiated from time to time, whether or not the Department remains in the CalPERS program.
- 2. Employees hired after February 29, 2012, who qualify for post-retirement health benefits upon retirement from the Department, are eligible to receive a Department contribution toward their post-retirement health benefits at the same level as current employees if they: a) have a minimum of five (5) years of CalPERS-credited service with the Department, and b) have a total of at least ten (10) years of CalPERS-credited service. Once an employee has completed five (5) years of service with the Department, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.
- 3. Employees meeting the criteria above will receive a Department contribution towards their post-retirement health benefits as defined in California Government Code Section 22893 as follows:

Total Credited Years of	Percent (%) of Department
Service	Contribution
10	50%

11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

D. Dental and Vision Insurance

The Department provides the following dental and vision benefits to eligible full-time regular and probationary employees:

1. Tier 1: Employees hired prior to October 1, 2019

Employees have the option to keep the existing Health Reimbursement Arrangement (HRA) as set forth below, or to elect coverage under the Department-sponsored dental and vision insurance.

For those employees who elect to maintain the HRA benefit, the Department will make the following contribution on the last day of each pay period, an HRA provider for dental and vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents.
- \$ 80.77 for an employee with one (1) dependent.
- \$ 103.85 for an employee with two (2) or more dependents.

(A "dependent" for this purpose is defined as a dependent qualifying for health care under CalPERS rules, with the exception that the Department's dental and vision insurance plan recognizes a dependent as up to age 26.) Each participating employee is entitled to draw upon his or her eligible HRA contributions for dental and vision charges, in accordance with HRA reimbursement procedures. Employees may carry over their existing dental and vision account balance upon

retirement and may utilize their available account balance for dental and vision charges, in accordance with HRA reimbursement procedures.

For those employees who elect insurance coverage, the Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. This election must be made during open enrollment or following a qualifying event. Once an employee elects insurance coverage, the change is irrevocable and the employee may not go back to participating in the HRA.

Employees' participation in the HRA is limited to active employees only. Any employee who retires may only be eligible for dental and vision insurance in retirement.

Employees who enroll in dental and vision insurance coverage may keep any existing HRA balance as of the last day before the insurance becomes effective and will be able to use it for future qualifying expenditures until the HRA balance is exhausted. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- a. Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, with no years of service restrictions (legacy members).
- b. Employees hired after October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the member must be enrolled in the Department's healthcare plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.

2. Tier 2: Employees hired on or after October 1, 2019

- a. The Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. New employees are not eligible to participate in the HRA.
- b. Employees who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental and vision insurance, with a

maximum Department contribution of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.

- c. In order to receive the dental and vision benefit the member must be enrolled in the Department's healthcare plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate and be reimbursed for properly submitted requests as such.

E. Life Insurance

Department shall provide a fifty thousand dollars (\$50,000.00) term life insurance policy in the name of each employee and each employee shall have the right to designate the beneficiary of said policy.

F. Short-Term Disability Insurance

Employees contribute through payroll tax to California's state disability insurance program.

VII. RETIREMENT

The Department provides retirement benefits under CalPERS for eligible employees.

A. Classic Miscellaneous (Tier 1) Members

Employees hired on or prior to November 27, 2012, shall be covered by the CalPERS Three Percent (3%) at Sixty (60) formula for Miscellaneous Members, with One Year Final Compensation. Employees shall contribute a total of eight percent (8%) of their CalPERS reportable compensation (exclusive of Employer-Paid Member Contributions (EPMC)) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pretax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516. The EPMC is eight percent (8%).

B. Classic Miscellaneous (Tier 2) Members

Employees hired after November 27, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the CalPERS Two Percent (2%) at Fifty-five (55) formula for Miscellaneous Members, with Three Year Final Compensation. Employees shall contribute a total of eight percent (8%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516. The EPMC is seven percent (7%).

C. New Members (Tier 3)

Employees hired after December 31, 2012, who are "new members" as defined by the PEPRA, shall be covered by the CalPERS Two Percent (2%) at Sixty-two (62) formula, with Three Year Final Compensation. Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

D. <u>Deferred Compensation</u>

Beginning the first full pay period in July 2024, for CalPERS "new members", as defined by PEPRA, who participate in a departmental 457 deferred compensation plan, the Department shall contribute a matching amount of up to one hundred dollars (\$100) per month towards the employees elected 457 deferred compensation plan.

VIII. FLEXIBLE SPENDING ACCOUNTS

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

IX. HOLIDAYS

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

- 1. January 1 New Year's Day
- 2. January (3rd Monday) Martin Luther King Day
- 3. February (3rd Monday) President's Day
- 4. May (Last Monday) Memorial Day
- 5. July 4 Independence Day
- 6. September (1st Monday) Labor Day
- 7. October (2nd Monday) Columbus Day
- 8. November 11 Veterans Day
- 9. November (4th Thursday) Thanksgiving
- 10. November Friday after Thanksgiving
- 11. December 24 Christmas Eve
- 12. December 25 Christmas Day

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

X. <u>VACATION</u>

A. Beginning the first full pay period on or after July 1, 2023, employees shall receive two hundred twenty-four (224) hours per year. Vacation shall start accruing on the first full pay period following date of hire.

B. Limitations

- 1. Vacation time may not be taken until after the completion of six (6) months of continuous employment. Vacation will be accrued on a monthly basis with a maximum accumulation of two hundred eighty (280) hours. Time accrued in excess of these limits will be paid out at one hundred percent (100%) of an employee's base hourly rate during the first full paycheck in December.
- 2. Upon separation from the Department, an employee's unused vacation time will be compensated at one hundred percent (100%) of the employee's final base hourly rate. During employment, an employee may elect to receive cash in lieu of accrued vacation leave at one hundred percent (100%) of the employees' base hourly rate.

XI. SICK LEAVE

- A. Sick Leave is defined as leave taken for any of the reasons specified in California Labor Code section 246.5.
- B. Sick leave shall accrue at a rate of one hundred thirty-six (136) hours per year.
- C. Sick leave shall start accruing on the first day of the month following date of hire.
- D. Maximum accumulation of sick leave shall be unlimited.

E. Payment of Unused Sick Leave

The payment of unused sick leave is authorized by the Department as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent employees, regardless of length of service, shall be entitled to payment for accrued sick leave as indicated below, up to their date of separation. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

Employees may elect to receive payment for accrued and unused sick leave up to the percentages indicated in the table below. This will be based on the employees' unused sick leave balance on their last day of service with the Department. All unused sick leave not paid to the employee shall be converted to CalPERS service credit if the employee is retiring.

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

- a. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.
- b. Upon an employee's retirement, the employee may, at his or her discretion, convert all unused sick leave to CalPERS for service credit, and forgo compensation outlined in the table above.

XII. ADMINISTRATIVE LEAVE

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

XIII. <u>SEVERANCE</u>

At will employees who are terminated without cause shall receive a six (6) month severance at the time of termination. The severance shall be the employee's then-current monthly salary multiplied by six (6). Eligibility for such severance is conditioned upon the employee's execution of (1) a waiver and release of any and all of their claims against the District and (2) a covenant not to sue. All normal payroll taxes and withholdings that are required by law shall occur. Payment shall be made to the employee at the next regular pay date, unless otherwise provided in the waiver and release agreement.

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Unrepresented Administrative Support

Salary and Benefits Resolution

October July 1, 20<u>23</u>19 - June 30, 202<u>5</u>3



Note: This is not a complete list of salary and benefits. For further information, please view the Employee Policies and Procedures Manual located on the intranet/Governing Documents or contact Human Resources.

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SALARY AND BENEFITS RESOLUTION

I. GENERAL

- A. This Salary and Benefits Resolution (Resolution) is for Unrepresented Administrative Support personnel that are regular full-time employees of the El Dorado Hills County Water District, also known as the El Dorado Hills Fire Department (Department). This Resolution includes employees in positions of Accounting Specialist/Board Clerk, Administrative Assistant I, Administrative Assistant II, Community Risk Reduction Specialist, Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, Fire Equipment Mechanic, and—Human Resources Specialist, and Administrative Training Program Coordinator.
- B. The salary and benefit adjustments are for the period commencing October 1, 2019 July 1, 2023, and ending June 30, 20253.

II. SALARIES

Employees shall receive the following Cost of Living Adjustments:

A. Effective the first full pay period on or after October 1, 2019July 1, 2023, employees shall receive a fivetwo percent (52%) increase to base salary. Reference the below salary schedule:

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

		,				
CLASSIFICATION		<u>STEPS</u>				
	-	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING SPECIALIST/BOARD	HOURLY	\$33.65	\$35.33	<u>\$37.08</u>	<u>\$38.95</u>	<u>\$40.89</u>
<u>CLERK</u>	MONTHLY	\$5,832	\$6,124	\$6,427	<u>\$6,751</u>	\$7,088
ADMIN ASST. I	HOURLY	<u>\$26.78</u>	\$28.13	<u>\$29.52</u>	\$31.01	<u>\$32.56</u>
ADWIIN ASS1.1	<u>MONTHLY</u>	<u>\$4,643</u>	<u>\$4,876</u>	<u>\$5,118</u>	<u>\$5,375</u>	<u>\$5,644</u>
ADMIN ASST.II	HOURLY	\$32.04	<u>\$33.65</u>	<u>\$35.31</u>	<u>\$37.10</u>	<u>\$38.94</u>
ADMIN ASSI.II	MONTHLY	\$5,554	\$5,832	<u>\$6,121</u>	<u>\$6,430</u>	<u>\$6,750</u>
ADMIN TRAINING	HOURLY	<u>\$48.65</u>	<u>\$51.08</u>	<u>\$53.63</u>	<u>\$56.31</u>	<u>\$59.13</u>
PROGRAM COORDINATOR	MONTHLY	\$8,432	\$8,853	\$9,297	\$9,760	\$10,248
COMMUNITY RISK	<u>HOURLY</u>	\$32.04	<u>\$33.65</u>	<u>\$35.31</u>	<u>\$37.10</u>	\$38.94
<u>SPECIALIST</u>	MONTHLY	<u>\$5,554</u>	<u>\$5,832</u>	<u>\$6,121</u>	<u>\$6,430</u>	<u>\$6,750</u>
FIRE PREVENTION	HOURLY	<u>\$35.79</u>	<u>\$37.59</u>	<u>\$39.46</u>	<u>\$41.44</u>	<u>\$43.50</u>
INSPECTOR I	MONTHLY	\$6,204	\$6,515	\$6,840	\$7,182	\$7,541
FIRE PREVENTION	HOURLY	<u>\$42.12</u>	<u>\$44.23</u>	<u>\$46.44</u>	<u>\$48.76</u>	<u>\$52.21</u>
INSPECTOR II	MONTHLY	\$7,301	<u>\$7,666</u>	\$8,049	\$8,452	<u>\$8,876</u>
FIRE PREVENTION	HOURLY	<u>\$48.65</u>	<u>\$51.08</u>	\$53.63	\$56.31	\$59.13
SPECIALIST	MONTHLY	\$8,432	\$8,853	\$9,297	\$9,760	\$10,248
FIRE EQUIPMENT	HOURLY	\$38.61	\$40.54	\$42.57	<u>\$44.70</u>	\$46.93
MECHANIC	MONTHLY	\$6,692	<u>\$7,028</u>	<u>\$7,379</u>	<u>\$7,748</u>	<u>\$8,135</u>
HUMAN RESOURCES	HOURLY	\$33.65	\$35.33	\$37.08	\$38.95	\$40.89
SPECIALIST	MONTHLY	<u>\$5,832</u>	<u>\$6,124</u>	<u>\$6,427</u>	<u>\$6,751</u>	<u>\$7,088</u>

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

- B. Effective the first full pay period after July 1, 2020, employees shall receive a three percent (3%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.
- C. Effective the first full pay period after July 1, 2021, employees shall receive a two and onehalf percent (2.5%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.

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

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- D.B. Effective the first full pay period on or after October 1, 2023, a one percent (1%) increase to base salary shall be awarded to employees if growth in the El Dorado Hills County Water District property tax revenue for fiscal year 2023-24 exceeds seven percent (7%). For the salary adjustment, the change in property tax revenue will be calculated using the actual property tax revenue for fiscal year 2022-23 and the property tax revenue estimate provided by El Dorado County for fiscal year 2023-24. The public salary schedule will be available at the time of this salary increase, if applicable.
- E.C. Effective the first full pay period after July 1, 20242, employees shall receive a two and one half percent (2.5%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.
- D. If *cumulative growth* in the El Dorado Hills County Water District property tax revenues for fiscal years 2023-24 and 2024-25 meets or exceeds twelve percent (12%), then effective the first full pay period on or after October 1, 2024, either:
 - (1) A one percent (1%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 met or exceeded seven percent (7%); or
 - (2) A two percent (2%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 did not meet or exceed seven percent (7%).

The public salary schedule will be available at the time of this salary increase, if applicable.

- F.E. An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.
- G.F. An employee's step increase shall be the first day of the first full pay period on or after the anniversary date of the position.
- H.G. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.

III. PAY DAYS

Paydays shall be bi-weekly on Friday, unless a payday falls on a holiday, in which case the regular workday immediately prior to the holiday will be the appropriate payday.

IV. UNIFORM AND TOOL ALLOWANCE

Positions eligible for a Uniform Allowance: Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, Community Risk Reduction Specialist, and Fire Equipment Mechanic.

Effective the first pay date in January 2024, each employee in the position of Fire Prevention Inspector I/II, Fire Prevention Specialist, and Fire Equipment Mechanic, shall receive an annual uniform allowance of eight hundred dollars (\$800.00), paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event

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there are twenty-seven (27) pay periods, uniform allowance will only be paid over twenty-six (26) pay periods. shall receive an annual uniform allowance of eight hundred dollars (\$800.00), payable in two (2) equal installments on the first full pay period of July and January. All eligible members shall receive a uniform allowance regardless of their schedule or assignment. The uniform allowance will cease if a position is no longer required to wear a Department uniform.

Effective the first pay date in January 2024, each employee in the position of Community Risk Reduction Specialist, shall receive an annual uniform allowance of four hundred dollars (\$400.00), paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, uniform allowance will only be paid over twenty-six (26) pay periods. payable in two (2) equal installments on the first full pay period of July and January. All eligible members shall receive a uniform allowance regardless of their schedule or assignment. The uniform allowance will cease if a position is no longer required to wear a Department uniform.

Effective the first pay date in January 2024, each employee in the position of Fire Equipment Mechanic, shall receive an annual tool allowance of one thousand dollars (\$1,000), paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, tool allowance will only be paid over twenty-six (26) pay periods. payable bi weekly.

V. <u>EDUCATION INCENTIVES</u>

In addition to the base salaries, eligible employees with the following educational degrees or certificates shall receive additional compensation as specified below, provided a current degree or certificate is presented to the Department. To be compensated for an Associate's, Bachelor's, or Master's Degree, official transcripts must be submitted to the Department. The official transcripts shall be mailed directly from the college or university where the degree was attained to the Department addressed c/o Director of Human Resources-Confidential. The official transcripts must be from a regionally or nationally accredited school, recognized by the United States Department of Education or the Council for Higher Education Accreditation (CHEA). (Exceptions to this rule must be approved by the Fire Chief, or by appeal to the Board.)

To be compensated for a certification incentive, the employee must submit a copy of their certificate to Human Resources.

Incentives will begin being paid the first full pay period after the official transcripts or certification is received and validated by Human Resources. A copy of the official transcripts or certification will be retained in the Department files. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, incentives will only be paid over twenty-six (26) pay periods.

A. Education Incentive

All education incentives are non-stackable with the exception of the Emergency

Medical Technician (EMT) incentive. Eligible employees shall receive the

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following monthly education incentive pay, which is subject to the same limitations and requirements outlined above:

AA/AS: \$300
 BA/BS: \$600
 MA/MS: \$900
 EMT: \$100

B.Certification Incentive

All certification incentives are non-stackable, however one (1) may be paid in addition-to an education incentive. Only employees in the positions of Fire Prevention Inspector II and Fire Prevention Specialist will be eligible to receive the below listed certifications. Eligible employees shall receive the following monthly certification incentive pay, which is subject to the same limitations and requirements outlined above;

State Fire Marshal Certifications:

Fire Inspector II: \$300Plans Examiner: \$600

AA/AS	BA/BS	MA/MS	EMT
\$250	\$500	\$750	\$100
Monthly	Monthly	Monthly	Monthly

All education incentives are non-stackable, with the exception of the Emergency Medical Technician (EMT) incentive. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar year. Incentives will begin being paid the first full pay period after the official transcripts or the certification is received and validated by Human Resources. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, education and certification incentives will only be paid over twenty-six (26) pay periods.

Paramedic Certification Incentive

Those in the positions of Fire Prevention Inspector I/II and Fire Prevention Specialist, who have their California State Paramedic License, and are in good standing with the State of California EMSA, are eligible for Paramedic incentive pay in the amount of two hundred dollars (\$200) per month. The EMT and Paramedic incentives are non-stackable, and only one may be paid in addition to an educational incentive.

VI. LONGEVITY PAY

The Department shall provide longevity pay as set forth hereinafter. All <u>eligible</u> employees shall receive an annual longevity pay disbursement per the following schedule and paid in

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equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, longevity pay will only be paid over twenty-six (26) pay periods. Longevity pay increases shall be effective on the first full pay period on or after the employee's anniversary date.

Upon Completion of Years of Service	Annual Pay
10	\$ <u>32,0</u> 500
15	\$ <u>3</u> 2, <u>50</u> 750
20	\$ <u>4</u> 3,000
25	\$ <u>4</u> 3,500
30	\$ <u>5</u> 4,000

VII. HEALTH AND WELFARE BENEFITS

A. Health Insurance

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

B. Cash In-Lieu of Group Health Insurance

1. Employees that elect to waive coverage under the Department's health insurance program beginning the first open enrollment period after October 1, 2019, shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, the cash in lieu waiver will only be paid over twenty-six (26) pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided health insurance benefits.

Such benefits shall be payable beginning the first full pay period of the month of the elected plan year (January) and shall continue during that plan year as long as the waiver is in effect and as long as the employee would otherwise be eligible for such insurance and premium rates in the absence of a waiver.

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

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- 2. In order to participate in the cash in-lieu of health insurance waiver, the employee shall provide proof of alternative minimum essential coverage for themselves and any dependents who will be claimed on the employee's state and/or federal taxes (expected tax family). The employee shall also complete and sign a health coverage declination form stating that he or she and their dependents, if applicable, have alternative minimum essential coverage and that he or she understands that they will no longer receive health coverage for themselves and their dependents, if applicable, through a Department provided health plan. Providing proof of alternative minimum essential coverage and completing the health coverage declination form will be required at every open enrollment period the employee elects to waive health coverage. If the employee does not show proof of alternative minimum essential coverage for themselves and their dependents, if applicable, and/or does not complete the health coverage declination form, the cash-in-lieu of health insurance waiver will not be granted.
- 3. Per IRS rules, cash-in-lieu of health insurance will not be granted if the Department knows or has reason to know the employee or their dependents, if applicable, don't have the required alternative minimum essential coverage.
- 1. In order to participate in the cash in-lieu of health insurance, the employee shall provide proof of alternate coverage and sign a declination of health coverage stating that he or she does have alternative coverage and that he or she understands that he or she will no longer receive coverage for themselves and their family through a Department provided health plan. This will be required at every open enrollment period the employee elects to waive health coverage.
- 2.4. Any such amount of health reimbursement added to wages is not compensation for retirement purposes, as defined by the CalPERS.

C. Retiree Health

- Employees hired prior to March 1, 2012, who qualify for post-retirement health benefits
 will be provided these benefits in retirement at the same level provided to current
 personnel, as may be negotiated from time to time, whether or not the Department remains
 in the CalPERS program.
- 2. Employees hired after February 29, 2012, who qualify for post-retirement health benefits upon retirement from the Department, are eligible to receive a Department contribution toward their post-retirement health benefits at the same level as current employees if they: a) have a minimum of five (5) years of CalPERS-credited service with the Department, and b) have a total of at least ten (10) years of CalPERS-credited service. Once an employee has completed five (5) years of service with the Department, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.
- 3. Employees hired on or after October 1, 2019, who qualify for post-retirement health benefits upon retirement from the Department, are eligible to receive a maximum Department contribution of up to employee plus spouse toward their post-retirement health

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benefits. The requirements listed in VII. C. 2. must also be met to receive a Department contribution.

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4.3. Employees meeting the criteria above will receive a Department contribution towards their post-retirement health benefits as defined in California Government Code Section 228932 as follows:

Total Credited Years of Service	Percent (%) of Department Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

D. Dental and Vision Insurance

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

1. Tier 1: Employees hired prior to October 1, 2019

Employees have the option to keep the existing Health Reimbursement Arrangement (HRA) as set forth below, or to elect coverage under the Department-sponsored dental and vision insurance.

For those employees who elect to maintain the HRA benefit, the Department will make the following contribution on the last day of each pay period, to an accumulating fund (the Fund) an HRA provider for dental and vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents;
- \$ 80.77 for an employee with one (1) dependent;

Commented [CH7]: No part-time employees.

\$ 103.85 for an employee with two (2) or more dependents.

(A "dependent" for this purpose is defined as a dependent qualifying for health care under CalPERS rules, with the exception that the Department's dental and vision insurance plan recognizes a dependent as up to age 263.) Each participating employee is entitled to draw upon his or her contributed share of the Fund eligible HRA contributions for dental and vision charges, in accordance with the Department Policy Manual, provided written verification of such charges is submitted to the Department prior to reimbursement (See Employee Reimbursement and Purchases, Subsection L, Number 1). HRA reimbursement procedures. Retirees Employees may carry over their existing dental and vision account balance upon retirement and may utilize their available account balance are allowed to draw up to their contributed share of the Fund-for eligible dental and vision charges, in accordance with HRA reimbursement proceduresprovided verification of such charges is submitted to the Department prior to reimbursement.

For those employees who elect insurance coverage, the Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. This election must be made during open enrollment or following a qualifying event. Once an employee elect's insurance coverage, the change is irrevocable, and the employee may not go back to participating in the HRA.

Employees' participation in the HRA is limited to active employees only. Aand any employee who retires during the term of this Resolution shall only be eligible for the insurance coverage optiondental and vision insurance in as of the date of retirement.

Employees who enroll in <u>dental and vision</u> insurance coverage may keep any existing HRA balance as of the last day before the insurance becomes effective and will be able to use it for future qualifying expenditures until the HRA balance is exhausted. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- a. Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, with no years of service restrictions (grandfatherelegacy membersd).
- b. Employees hired on or after October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. To receive the dental and vision benefit the employee must be enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would

receive the single rate and be reimbursed for properly submitted requests as such.

2. Tier 2: Employees hired on or after October 1, 2019

- a. The Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. New employees are not eligible to participate in the HRA.
- b. Employees who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental and vision insurance, with a maximum Department contribution of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the member must be enrolled in the Department's healthcare plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate—and be reimbursed for properly submitted requests as such.

E. Life Insurance

Each full-time employee and part-time employee working a minimum of thirty two (32) hours per week will be grantedThe Department shall provide a minimum of fiftytwenty thousand dollars (\$520,000.00) term life insurance policy. Each employee shall have the right to designate the beneficiary of said policy.

F. Short-Term Disability Insurance

Employees contribute through payroll tax to California's State Disability Insurance (SDI) program.

VIII. RETIREMENT

The Department provides eligible employees retirement benefits through CalPERS.

A. Miscellaneous Members:

1. Classic Miscellaneous (Tier 1) Members

Employees hired on or prior to November 27, 2012, shall be covered by the CalPERS Three Percent (3%) at Sixty (60) formula for Miscellaneous Members, with One Year Final Compensation. Employees shall contribute a total of eight percent (8%) of their CalPERS reportable compensation (exclusive of Employer-Paid Member Contributions (EPMC)) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516. The EPMC is seven percent (7%).

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2. Classic Miscellaneous (Tier 2) Members

Employees' Pension Reform Act (PEPRA), shall be covered by the CalPERS Two Percent (2%) at Fifty-five (55) formula for Miscellaneous Members, with Three Year Final Compensation. Employees shall contribute a total of eight percent (8%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516. The EPMC is seven percent (7%).

3. New Members (Tier 3)

Employees hired after December 31, 2012, who are "new members" as defined PEPRA, shall be covered by the CalPERS Two Percent (2%) at Sixty-two (62) formula, with Three Year Final Compensation. Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

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

Employees hired before November 27, 2012, Classic Miscellaneous (Tier 1) employees shall contribute a total of five percent (5%) of their CalPERS reportable compensation (exclusive of Employer Paid Member Contributions (EPMC)) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 1) employees shall contribute an additional one and one half percent (1.5%) for a total of six and one half percent (6.5%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

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Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 1) employees shall contribute an additional one and one-half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

2. Classic Miscellaneous (Tier 2) Members

Classic Miscellaneous (Tier 2) employees shall contribute a total of five percent (5%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 2) employees shall contribute an additional one and one half percent (1.5%) for a total of six and one half percent (6.5%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Miscellaneous (Tier 2) employees shall contribute an additional one and one half percent (1.5%), for a total of eight percent (8%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

3. New Members (Tier 3)

Employees who are "new members" as defined by PEPRA, shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

B. Safety Members

1. Classic Safety (Tier 1) Members

Employees hired on or prior to November 27, 2012, shall be covered CalPERS Three Percent (3%) at Fifty (50) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with One Year Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat Employer-Paid Member Contributions (EPMC) as CalPERS reportable compensation. The EPMC is nine percent (9%).

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Classic Safety (Tier 1) employees shall contribute a total of twelvenine percent (129%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one half percent (1.5%), for a total of ten—and one half percent (10.5%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pretax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 1) employees shall contribute an additional one and one half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

2. Classic Safety (Tier 2) Members

Employees hired after November 27, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the CalPERS Three Percent (3%) at Fifty-Five (55) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with Three Years Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat EPMC as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 2) employees shall contribute an additional one and one half percent (1.5%), for a total of twelvenine percent (129%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2020, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one-half percent (1.5%), for a total of ten—and one-half percent (10.5%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-

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tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

Effective the first full pay period following July 1, 2021, through contract amendment with CalPERS for cost sharing, Classic Safety (Tier 2) employees shall contribute an additional one and one half percent (1.5%), for a total of twelve percent (12%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

3. New Members (Tier 3)

Employees hired after December 31, 2012, Employees who are "new members" as defined by 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 Fourth Level (Section 21574), with Three Years Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect.

Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

Beginning the first full pay period in July 2024, for CalPERS "new members", as defined by PEPRA, who participate in a departmental 457 deferred compensation plan, the Department shall contribute a matching amount of up to one hundred dollars (\$100) per month towards the employees elected 457 deferred compensation plan.

IX. FLEXIBLE SPENDING ACCOUNTS

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

X. **HOLIDAYS**

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

- 1. January 1 New Year's Day
- 2. January (3rd Monday) Martin Luther King Day
- 3. February (3rd Monday) President's Day
- 4. May (Last Monday) Memorial Day
- 5. July 4 Independence Day
- 6. September (1st Monday) Labor Day
 7. October (2nd Monday) Columbus Day
- 8. November 11 Veterans Day
- 9. November (Fourth 4th Thursday) Thanksgiving
- 10. November Friday after Thanksgiving
- 11. December 24 Christmas Eve
- 12. December 25 Christmas Day

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

XI. VACATION

A. The vacation accrual schedule is as follows:

Years of Service Completed	Hours Per Year
0 – 4 Years	120 hours
5 – 9 Years	152 hours
10 – 14 Years	192 hours
15 – 19 Years	208 hours
20+ Years	224 hours

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

XII. SICK LEAVE

- A. Sick leave is defined as leave taken for any of the reasons specified in California <u>Labor Code section 246.5.</u>to care for self or family (kin) in the event of illness or injury, as defined in California <u>Labor Code Section 233</u>.
- B. Sick leave shall accrue at a rate of one hundred thirty-six (136) hours per year.
- C. Part time employees will accrue sick leave on a pro-rated basis.
- D.C. Sick leave shall start accruing on the first full pay period following date of hire.
- **E.**D. Maximum accumulation of sick leave shall be unlimited.
- F.E. Payment of Unused Sick Leave

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The payment of unused sick leave is authorized by the Department as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent employees, regardless of length of service, shall be entitled to payment for accrued sick leave as indicated below, up to their date of separation. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

Employees may elect to receive payment for accrued and unused sick leave up to the percentages indicated in the table below. This will be based on the employees' unused sick leave balance on their last day of service with the Department. All unused sick leave not paid to the employee shall be converted to CalPERS service credit if the employee is retiring.

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

- a. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.
- b. Upon an employee's retirement, any unused sick leave hours/days for which compensation has not been awarded may be credited to the CalPERS Sick Leave Credit, if allowed, covered by the contract between the Department and CalPERS. An the employee may, at his or her discretion, convert all unused sick leave to CalPERS "Sick Leave Credit" for service credit and forgo compensation outlined in the table above.

XIII. DISCRETIONARY PERSONAL TIME OFF

Employees may, upon approval from direct supervisor, be eligible to convert up to twenty-four (24) forty (40) hours of sick leave per calendar year to "discretionary personal time off" (DPT) tofer use for personal reasons. The number of hours will be prorated for part-time employees based on their standard work hours. Such DPT must be requested at least one (1) week in advance and each request shall be evaluated on a case-by-case basis. If a request is granted, the requesting employee must take DPT as designated in the request. DPT will be available at the beginning of each calendar year and will not carry over from one (1) calendar year to the next.

XIV. BEREAVEMENT LEAVE

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

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EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Unrepresented Administrative Support

Salary and Benefits Resolution

July 1, 2023 - June 30, 2025



Note: This is not a complete list of salary and benefits. For further information, please view the Employee Policies and Procedures Manual located on the intranet/Governing Documents or contact Human Resources.

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SALARY AND BENEFITS RESOLUTION

I. GENERAL

- A. This Salary and Benefits Resolution (Resolution) is for Unrepresented Administrative Support personnel that are regular full-time employees of the El Dorado Hills County Water District, also known as the El Dorado Hills Fire Department (Department). This Resolution includes employees in positions of Accounting Specialist/Board Clerk, Administrative Assistant I, Administrative Assistant II, Community Risk Reduction Specialist, Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, Fire Equipment Mechanic, Human Resources Specialist, and Administrative Training Program Coordinator.
- B. The salary and benefit adjustments are for the period commencing July 1, 2023, and ending June 30, 2025.

II. SALARIES

Employees shall receive the following Cost of Living Adjustments:

A. Effective the first full pay period on or after July 1, 2023, employees shall receive a five percent (5%) increase to base salary. Reference the below salary schedule:

CLASSIFICATION				STEPS		
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING SPECIALIST/BOARD	HOURLY	\$33.65	\$35.33	\$37.08	\$38.95	\$40.89
CLERK	MONTHLY	\$5,832	\$6,124	\$6,427	\$6,751	\$7,088
	HOURLY	\$26.78	\$28.13	\$29.52	\$31.01	\$32.56
ADMIN ASST. I	MONTHLY	\$4,643	\$4,876	\$5,118	\$5,375	\$5,644
ADMIN ASST.II	HOURLY	\$32.04	\$33.65	\$35.31	\$37.10	\$38.94
ADMIN ASSI.II	MONTHLY	\$5,554	\$5,832	\$6,121	\$6,430	\$6,750
ADMIN TRAINING	HOURLY	\$48.65	\$51.08	\$53.63	\$56.31	\$59.13
PROGRAM COORDINATOR	MONTHLY	\$8,432	\$8,853	\$9,297	\$9,760	\$10,248
COMMUNITY RISK	HOURLY	\$32.04	\$33.65	\$35.31	\$37.10	\$38.94
SPECIALIST	MONTHLY	\$5,554	\$5,832	\$6,121	\$6,430	\$6,750
FIRE PREVENTION	HOURLY	\$35.79	\$37.59	\$39.46	\$41.44	\$43.50
INSPECTOR I	MONTHLY	\$6,204	\$6,515	\$6,840	\$7,182	\$7,541
FIRE PREVENTION	HOURLY	\$42.12	\$44.23	\$46.44	\$48.76	\$52.21
INSPECTOR II	MONTHLY	\$7,301	\$7,666	\$8,049	\$8,452	\$8,876
FIRE PREVENTION	HOURLY	\$48.65	\$51.08	\$53.63	\$56.31	\$59.13
SPECIALIST	MONTHLY	\$8,432	\$8,853	\$9,297	\$9,760	\$10,248

FIRE EQUIPMENT	HOURLY	\$38.61	\$40.54	\$42.57	\$44.70	\$46.93
MECHANIC	MONTHLY	\$6,692	\$7,028	\$7,379	\$7,748	\$8,135
HUMAN	HOURLY	\$33.65	\$35.33	\$37.08	\$38.95	\$40.89
RESOURCES SPECIALIST	MONTHLY	\$5,832	\$6,124	\$6,427	\$6,751	\$7,088

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

- B. Effective the first full pay period on or after October 1, 2023, a one percent (1%) increase to base salary shall be awarded to employees if growth in the El Dorado Hills County Water District property tax revenue for fiscal year 2023-24 exceeds seven percent (7%). For the salary adjustment, the change in property tax revenue will be calculated using the actual property tax revenue for fiscal year 2022-23 and the property tax revenue estimate provided by El Dorado County for fiscal year 2023-24. The public salary schedule will be available at the time of this salary increase, if applicable.
- C. Effective the first full pay period after July 1, 2024, employees shall receive a two percent (2%) increase to base salary. The salary schedule will be available at the time of this scheduled salary increase.
- D. If *cumulative growth* in the El Dorado Hills County Water District property tax revenue for fiscal years 2023-24 and 2024-25 meets or exceeds twelve percent (12%), then effective the first full pay period on or after October 1, 2024, either:
 - (1) A one percent (1%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 met or exceeded seven percent (7%); or
 - (2) A two percent (2%) increase to base salary shall be awarded to employees if property tax revenue for fiscal year 2023-24 did not meet or exceed seven percent (7%).

The public salary schedule will be available at the time of this salary increase, if applicable.

- E. An employee shall remain in a step for a period of one (1) year before being eligible for a step increase.
- F. An employee's step increase shall be the first day of the first full pay period on or after the anniversary date of the position.
- G. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon employee's performance and length of service.

III. PAY DAYS

Paydays shall be bi-weekly on Friday, unless a payday falls on a holiday, in which case the regular workday immediately prior to the holiday will be the appropriate payday.

IV. UNIFORM AND TOOL ALLOWANCE

Positions eligible for a Uniform Allowance: Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, Community Risk Reduction Specialist, and Fire Equipment Mechanic.

Effective the first pay date in January 2024, each employee in the position of Fire Prevention Inspector I/II, Fire Prevention Specialist, and Fire Equipment Mechanic, shall receive an annual uniform allowance of eight hundred dollars (\$800.00), paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, uniform allowance will only be paid over twenty-six (26) pay periods. The uniform allowance will cease if a position is no longer required to wear a Department uniform.

Effective the first pay date in January 2024, each employee in the position of Community Risk Reduction Specialist shall receive an annual uniform allowance of four hundred dollars (\$400.00), paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, uniform allowance will only be paid over twenty-six (26) pay periods. The uniform allowance will cease if a position is no longer required to wear a Department uniform.

Effective the first pay date in January 2024, each employee in the position of Fire Equipment Mechanic shall receive an annual tool allowance of one thousand dollars (\$1,000), paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, tool allowance will only be paid over twenty-six (26) pay periods.

V. EDUCATION INCENTIVES

In addition to the base salaries, eligible employees with the following educational degrees or certificates shall receive additional compensation as specified below, provided a current degree or certificate is presented to the Department. To be compensated for an Associate's, Bachelor's, or Master's Degree, official transcripts must be submitted to the Department. The official transcripts shall be mailed directly from the college or university where the degree was attained to the Department addressed c/o Director of Human Resources-Confidential. The official transcripts must be from a regionally or nationally accredited school, recognized by the United States Department of Education or the Council for Higher Education Accreditation (CHEA). (Exceptions to this rule must be approved by the Fire Chief, or by appeal to the Board.)

To be compensated for a certification incentive, the employee must submit a copy of their certificate to Human Resources.

Incentives will begin being paid the first full pay period after the official transcripts or certification is received and validated by Human Resources. A copy of the official transcripts or certification will be retained in the Department files. Incentives are paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, incentives will only be paid over twenty-six (26) pay periods.

A. Education Incentive

All education incentives are non-stackable with the exception of the Emergency Medical Technician (EMT) incentive. Eligible employees shall receive the following monthly education incentive pay, which is subject to the same limitations

and requirements outlined above:

AA/AS: \$300
BA/BS: \$600
MA/MS: \$900
EMT: \$100

B.Certification Incentive

All certification incentives are non-stackable, however one (1) may be paid in addition to an education incentive. Only employees in the positions of Fire Prevention Inspector II and Fire Prevention Specialist will be eligible to receive the below listed certifications. Eligible employees shall receive the following monthly certification incentive pay, which is subject to the same limitations and requirements outlined above:

State Fire Marshal Certifications:

Fire Inspector II: \$300Plans Examiner: \$600

VI. LONGEVITY PAY

The Department shall provide longevity pay as set forth hereinafter. All eligible employees shall receive an annual longevity pay disbursement per the following schedule and paid in equal increments over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, longevity pay will only be paid over twenty-six (26) pay periods. Longevity pay increases shall be effective on the first full pay period on or after the employee's anniversary date.

Upon Completion of Years of Service	Annual Pay
10	\$3,000
15	\$3,500
20	\$4,000
25	\$4,500
30	\$5,000

VII. HEALTH AND WELFARE BENEFITS

A. <u>Health Insurance</u>

1. The Department shall continue its participation in the California Public Employees Retirement System (CalPERS) Health Program. Employees shall be eligible for group health insurance the first day of the month following the date of hire.

2. The Department shall contribute a maximum monthly amount of up to two thousand eight hundred fifty dollars (\$2850.00).

B. Cash In-Lieu of Group Health Insurance

1. Employees that elect to waive coverage under the Department's health insurance program shall be compensated five-hundred dollars (\$500) per month payable over twenty-six (26) pay periods during the calendar year. In the periodic event there are twenty-seven (27) pay periods, the cash in lieu waiver will only be paid over twenty-six (26) pay periods. This payment shall be in addition to their regular monthly compensation and is in-lieu of the Department provided health insurance benefits.

Such benefits shall be payable beginning the first full pay period of the month of the elected plan year (January) and shall continue during that plan year as long as the waiver is in effect and as long as the employee would otherwise be eligible for such insurance and premium rates in the absence of a waiver.

- 2. In order to participate in the cash in-lieu of health insurance waiver, the employee shall provide proof of alternative minimum essential coverage for themselves and any dependents who will be claimed on the employee's state and/or federal taxes (expected tax family). The employee shall also complete and sign a health coverage declination form stating that he or she and their dependents, if applicable, have alternative minimum essential coverage and that he or she understands that they will no longer receive health coverage for themselves and their dependents, if applicable, through a Department provided health plan. Providing proof of alternative minimum essential coverage and completing the health coverage declination form will be required at every open enrollment period the employee elects to waive health coverage. If the employee does not show proof of alternative minimum essential coverage for themselves and their dependents, if applicable, and/or does not complete the health coverage declination form, the cash-in-lieu of health insurance waiver will not be granted.
- 3. Per IRS rules, cash-in-lieu of health insurance will not be granted if the Department knows or has reason to know the employee or their dependents, if applicable, don't have the required alternative minimum essential coverage.
- 4. Any such amount of health reimbursement added to wages is not compensation for retirement purposes, as defined by the CalPERS.

C. Retiree Health

- 1. Employees hired prior to March 1, 2012, who qualify for post-retirement health benefits will be provided these benefits in retirement at the same level provided to current personnel, as may be negotiated from time to time, whether or not the Department remains in the CalPERS program.
- 2. Employees hired after February 29, 2012, who qualify for post-retirement health benefits upon retirement from the Department, are eligible to receive a Department contribution

toward their post-retirement health benefits at the same level as current employees if they: a) have a minimum of five (5) years of CalPERS-credited service with the Department, and b) have a total of at least ten (10) years of CalPERS-credited service. Once an employee has completed five (5) years of service with the Department, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service, including any service with another public agency.

3. Employees meeting the criteria above will receive a Department contribution towards their post-retirement health benefits as defined in California Government Code Section 22893 as follows:

Total Credited Years of Service	Percent (%) of Department Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

D. Dental and Vision Insurance

The Department provides the following dental and vision benefits to eligible full-time regular and probationary employees:

1. Tier 1: Employees hired prior to October 1, 2019

Employees have the option to keep the existing Health Reimbursement Arrangement (HRA) as set forth below, or to elect coverage under the Department-sponsored dental and vision insurance.

For those employees who elect to maintain the HRA benefit, the Department will make the following contribution on the last day of each pay period, to an HRA provider for dental and vision care for participating employees and their dependents:

- \$ 66.92 for an employee with no dependents;
- \$ 80.77 for an employee with one (1) dependent;
- \$ 103.85 for an employee with two (2) or more dependents.

(A "dependent" for this purpose is defined as a dependent qualifying for health care under CalPERS rules, with the exception that the Department's dental and vision insurance plan recognizes a dependent as up to age 26.) Each participating employee is entitled to draw upon his or her eligible HRA contributions for dental and vision charges, in accordance with HRA reimbursement procedures. Employees may carry over their existing dental and vision account balance upon retirement and may utilize their available account balance for eligible dental and vision charges, in accordance with HRA reimbursement procedures.

For those employees who elect insurance coverage, the Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. This election must be made during open enrollment or following a qualifying event. Once an employee elect's insurance coverage, the change is irrevocable, and the employee may not go back to participating in the HRA.

Employees' participation in the HRA is limited to active employees only. Any employee who retires shall only be eligible for dental and vision insurance in retirement.

Employees who enroll in dental and vision insurance coverage may keep any existing HRA balance as of the last day before the insurance becomes effective and will be able to use it for future qualifying expenditures until the HRA balance is exhausted. However, the Department will make no further contributions to the HRA on behalf of employees enrolled in the dental and vision insurance plan.

- a. Employees hired prior to October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one, with no years of service restrictions (legacy members).
- b. Employees hired on or after October 1, 2013, who qualify for post-retirement benefits will be provided dental and vision insurance into retirement, with a maximum Department contribution level of employee plus one if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. To receive the dental and vision benefit the employee must be enrolled in the Department's health care plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate.

2. <u>Tier 2: Employees hired on or after October 1, 2019</u>

- a. The Department will pay one hundred percent (100%) of the premium for the Department-sponsored dental and vision insurance plan. New employees are not eligible to participate in the HRA.
- b. Employees who retire from the Department, are eligible to receive a Department contribution toward their post-retirement dental and vision insurance, with a maximum Department contribution of employee plus one, if they have a minimum of ten (10) years of CalPERS credited service with the Department.
- c. In order to receive the dental and vision benefit the member must be enrolled in the Department's healthcare plan or are receiving the cash in lieu of health insurance waiver.
- d. If two (2) employees are in the same family (husband-wife, parent, dependent child, etc.) only one (1) can receive the "family rate" the other member would receive the single rate.

E. <u>Life Insurance</u>

The Department shall provide a fifty thousand dollars (\$50,000.00) term life insurance policy. Each employee shall have the right to designate the beneficiary of said policy.

F. <u>Short-Term Disability Insurance</u>

Employees contribute through payroll tax to California's State Disability Insurance (SDI) program.

VIII. <u>RETIREMENT</u>

The Department provides eligible employees retirement benefits through CalPERS.

A. <u>Miscellaneous Members</u>:

1. Classic Miscellaneous (Tier 1) Members

Employees hired on or prior to November 27, 2012, shall be covered by the CalPERS Three Percent (3%) at Sixty (60) formula for Miscellaneous Members, with One Year Final Compensation. Employees shall contribute a total of eight percent (8%) of their CalPERS reportable compensation (exclusive of Employer-Paid Member Contributions (EPMC)) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516. The EPMC is eight percent (8%).

2. Classic Miscellaneous (Tier 2) Members

Employees hired after November 27, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the CalPERS Two Percent (2%) at Fifty-five (55) formula for Miscellaneous Members, with Three

Year Final Compensation. Employees shall contribute a total of eight percent (8%) of their CalPERS reportable compensation (excluding EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516. The EPMC is seven percent (7%).

3. New Members (Tier 3)

Employees hired after December 31, 2012, who are "new members" as defined PEPRA, shall be covered by the CalPERS Two Percent (2%) at Sixty-two (62) formula, with Three Year Final Compensation. Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

B. Safety Members

1. Classic Safety (Tier 1) Members

Employees hired on or prior to November 27, 2012, shall be covered CalPERS Three Percent (3%) at Fifty (50) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with One Year Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat Employer-Paid Member Contributions (EPMC) as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 1) employees shall contribute a total of twelve percent (12%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

2. Classic Safety (Tier 2) Members

Employees hired after November 27, 2012, who are not a "new member" as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the CalPERS Three Percent (3%) at Fifty-Five (55) formula for Safety Members, with the 1959 Survivor Benefits at the Fourth Level (Section 21574), with Three Years Final Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect. The Department shall treat EPMC as CalPERS reportable compensation. The EPMC is nine percent (9%).

Classic Safety (Tier 2) employees shall contribute twelve percent (12%) of their CalPERS reportable compensation (exclusive of EPMC) to the employer's percentage contribution to CalPERS. Payments will be deducted on a pre-tax basis and applied towards the employer's contribution pursuant to IRC Section 414(h)(2) and California Government Code Section 20516.

3. New Members (Tier 3)

Employees hired after December 31, 2012, who are "new members" as defined by 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 Fourth Level (Section 21574), with Three Years Compensation (Section 20042) and other stipulations per contract with CalPERS currently in effect.

Employees shall contribute one-half (1/2) of the normal cost rate as defined by CalPERS. This contribution may fluctuate with fluctuations in the normal cost rate.

C. <u>Deferred Compensation</u>

Beginning the first full pay period in July 2024, for CalPERS "new members", as defined by PEPRA, who participate in a departmental 457 deferred compensation plan, the Department shall contribute a matching amount of up to one hundred dollars (\$100) per month towards the employees elected 457 deferred compensation plan.

IX. FLEXIBLE SPENDING ACCOUNTS

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

X. HOLIDAYS

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

- 1. January 1 New Year's Day
- 2. January (3rd Monday) Martin Luther King Day
- 3. February (3rd Monday) President's Day
- 4. May (Last Monday) Memorial Day
- 5. July 4 Independence Day
- 6. September (1st Monday) Labor Day
- 7. October (2nd Monday) Columbus Day
- 8. November 11 Veterans Day
- 9. November (4thThursday) Thanksgiving
- 10. November Friday after Thanksgiving
- 11. December 24 Christmas Eve
- 12. December 25 Christmas Day

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

XI. <u>VACATION</u>

A. The vacation accrual schedule is as follows:

Years of Service Completed	Hours Per Year
0 – 4 Years	120 hours
5 – 9 Years	152 hours
10 – 14 Years	192 hours
15 – 19 Years	208 hours
20+ Years	224 hours

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

XII. SICK LEAVE

- A. Sick leave is defined as leave taken for any of the reasons specified in California Labor Code section 246.5.
- B. Sick leave shall accrue at a rate of one hundred thirty-six (136) hours per year.
- C. Sick leave shall start accruing on the first full pay period following date of hire.
- D. Maximum accumulation of sick leave shall be unlimited.

E. Payment of Unused Sick Leave

The payment of unused sick leave is authorized by the Department as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Permanent employees, regardless of length of service, shall be entitled to payment for accrued sick leave as indicated below, up to their date of separation. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

Employees may elect to receive payment for accrued and unused sick leave up to the percentages indicated in the table below. This will be based on the employees' unused sick leave balance on their last day of service with the Department. All unused sick leave not paid to the employee shall be converted to CalPERS service credit if the employee is retiring.

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

- a. In the event of a death, the beneficiary of the employee shall be paid for those sick leave hours for which the employee would have been paid had employment terminated on the date of death.
- b. Upon an employee's retirement, the employee may, at his or her discretion, convert all unused sick leave to CalPERS for service credit and forgo compensation outlined in the table above.

XIII. <u>DISCRETIONARY PERSONAL TIME OFF</u>

Employees may, upon approval from direct supervisor, be eligible to convert up to forty (40) hours of sick leave per calendar year to "discretionary personal time off" (DPT) to use for personal reasons. Such DPT must be requested at least one (1) week in advance and each request shall be evaluated on a case-by-case basis. If a request is granted, the requesting employee must take DPT as designated in the request. DPT will be available at the beginning of each calendar year and will not carry over from one (1) calendar year to the next.

El Dorado Hills Fire Department

Cost Impact Analysis MOU & Proposed Wages & Benefits Agreements

	Estimated Cost Impact								
Negotiated Item		2023/24	G	Grand Total					
LOCAL 3604									
5% Salary Increase, 7/11/2023		609,160		615,448		1,224,608			
Optional 1% Salary Increase, 10/3/2023		91,374		123,090		214,464			
2% Salary Increase, 7/1/2024		-		258,153		258,153			
Optional 1% Salary Increase, 10/1/2024		-		96,933		96,933			
Optional 2% Salary Increase, 10/1/2024		-		193,866		193,866			
Longevity Increase		40,238		40,238		80,476			
Education Incentive Increase		102,206		102,206		204,412			
Deferred Comp Contribution for PEPRA		-		30,000		30,000			
Subtotal Local 3604 Minimum (Excluding Optional COLA's)	\$	751,604	\$	1,046,045	\$	1,797,649			
Subtotal Local 3604 Maximum (Including Maximum COLA's)	\$	842,978	\$	1,266,068	\$	2,109,046			
<u>Unrepresented Employees</u>									
5% Salary Increase, 7/11/2023		150,349		151,316		301,665			
Optional 1% Salary Increase, 10/3/2023		22,553		30,263		52,816			
2% Salary Increase, 7/1/2024		-		63,553		63,553			
Optional 1% Salary Increase, 10/1/2024		-		23,832		23,832			
Optional 2% Salary Increase, 10/1/2024		-		47,665		47,665			
Longevity Increase		6,274		6,274		12,548			
Education Incentive Increase		21,983		21,983		43,966			
New Certification Incentives		50,814		50,814		101,628			
Deferred Comp Contribution for PEPRA		-		14,400		14,400			
Additional Discretionary Personal Time Off		-		-		-			
Vacation Accrual for Non-Safety Management (non-cash)		16,328		13,762		30,090			
Non-Safety Management Severance Clause		-		-		-			
Subtotal Unrepresented Minimum (Excluding Optional COLA's)	\$	245,748	\$	322,102	\$	567,850			
Subtotal Unrepresented Maximum (Including Maximum COLA's)	\$	268,301	\$	376,197	\$	644,498			
Grand Total Minimum	\$	997,352	\$	1,368,147	\$	2,365,499			
Grand Total Maximum	\$	1,111,279	\$	1,642,265	\$	2,753,544			

El Dorado Hills Fire Department

Public Salary Schedule 7/11/2023



	STEPS									
		1		2		3		4		5
Hourly	\$	33.65	\$	35.33	\$	37.08	\$	38.95	\$	40.89
Monthly	\$	5,832	\$	6,124	\$	6,427	\$	6,751	\$	7,088
Hourly	\$	26.78	\$	28.13	\$	29.52	\$	31.01	\$	32.56
Monthly	\$	4,643	\$	4,876	\$	5,118	\$	5,375	\$	5,644
Hourly	\$	32.04	\$	33.65	\$	35.31	\$	37.10	\$	38.94
Monthly	\$	5,554	\$	5,832	\$	6,121	\$	6,430	\$	6,750
Hourly	\$		\$		\$		\$		\$	59.13
Monthly	\$		\$	- ,	\$	•	\$	•	\$	10,248
,	•		\$		-		-			59.06
,			\$	•		•		•		14,332
·	\$		\$				\$			47.29
•	\$	9,441	\$	•	\$	•	\$	•	\$	11,476
Hourly	\$		\$		\$		\$		\$	49.17
Monthly	\$		\$	•	\$	- / -	\$	•	\$	11,933
Hourly	\$		\$		\$		\$		\$	38.94
Monthly	\$	5,554	\$	5,832	\$	6,121	\$	6,430	\$	6,750
Hourly	\$	25.00								
Monthly	\$	4,333								
Hourly	\$	20.00								
Monthly		N/A								
Hourly	\$	90.22	\$	94.40	\$	98.78	\$	103.38	\$	108.21
Monthly	\$	15,638	\$	16,362	\$	17,121	\$	17,918	\$	18,756
Hourly	\$	78.19	\$	81.76	\$	85.51	\$	89.45	\$	92.76
Monthly	\$	13,553	\$	14,172	\$	14,822	\$	15,505	\$	16,078
Hourly	\$	78.19	\$	81.76	\$	85.51	\$	89.45	\$	92.76
Monthly	\$	13,553	\$	14,172	\$	14,822	\$	15,505	\$	16,078
	Monthly Hourly Hourly Monthly Hourly Hourly Monthly Hourly	Monthly \$ Hourly \$ Hourly \$ Monthly \$ Hourly \$ Hou	Hourly \$ 33.65 Monthly \$ 5,832 Hourly \$ 26.78 Monthly \$ 4,643 Hourly \$ 32.04 Monthly \$ 5,554 Hourly \$ 48.65 Monthly \$ 8,432 Hourly \$ 49.45 Monthly \$ 11,999 Hourly \$ 38.91 Monthly \$ 9,441 Hourly \$ 40.46 Monthly \$ 9,818 Hourly \$ 32.04 Monthly \$ 5,554 Hourly \$ 25.00 Monthly \$ 4,333 Hourly \$ 20.00 Monthly \$ N/A Hourly \$ 90.22 Monthly \$ 78.19 Monthly \$ 78.19 Monthly \$ 78.19	Hourly \$ 33.65 \$ Monthly \$ 5,832 \$ Hourly \$ 26.78 \$ Monthly \$ 4,643 \$ Hourly \$ 32.04 \$ Monthly \$ 5,554 \$ Hourly \$ 48.65 \$ Monthly \$ 49.45 \$ Monthly \$ 11,999 \$ Hourly \$ 38.91 \$ Monthly \$ 9,441 \$ Hourly \$ 40.46 \$ Monthly \$ 9,818 \$ Hourly \$ 32.04 \$ Monthly \$ 5,554 \$ Hourly \$ 25.00 \$ Monthly \$ 4,333 \$ Hourly \$ 20.00 \$ Monthly \$ 15,638 \$ Hourly \$ 78.19 \$ Monthly \$ 78.19 \$ Hourly \$ 78.19 \$	Hourly \$ 33.65 \$ 35.33 Monthly \$ 5,832 \$ 6,124 Hourly \$ 26.78 \$ 28.13 Monthly \$ 4,643 \$ 4,876 Hourly \$ 32.04 \$ 33.65 Monthly \$ 5,554 \$ 5,832 Hourly \$ 48.65 \$ 51.08 Monthly \$ 8,432 \$ 8,853 Hourly \$ 49.45 \$ 51.68 Monthly \$ 11,999 \$ 12,541 Hourly \$ 38.91 \$ 40.86 Monthly \$ 9,441 \$ 9,913 Hourly \$ 40.46 \$ 42.48 Monthly \$ 9,818 \$ 10,309 Hourly \$ 32.04 \$ 33.65 Monthly \$ 5,554 \$ 5,832 Hourly \$ 25.00 Monthly \$ 4,333 Hourly \$ 90.22 \$ 94.40 Monthly \$ 15,638 \$ 16,362 Hourly \$ 78.19 \$ 81.76 Monthly \$ 78.19 \$ 81.76 Monthly \$ 78.19 \$ 81.76	Hourly \$ 33.65 \$ 35.33 \$ Monthly \$ 5,832 \$ 6,124 \$ Hourly \$ 26.78 \$ 28.13 \$ Monthly \$ 4,643 \$ 4,876 \$ Hourly \$ 32.04 \$ 33.65 \$ Monthly \$ 5,554 \$ 5,832 \$ Hourly \$ 48.65 \$ 51.08 \$ Monthly \$ 8,432 \$ 8,853 \$ Hourly \$ 49.45 \$ 51.68 \$ Monthly \$ 11,999 \$ 12,541 \$ Hourly \$ 38.91 \$ 40.86 \$ Monthly \$ 9,441 \$ 9,913 \$ Hourly \$ 40.46 \$ 42.48 \$ Monthly \$ 9,818 \$ 10,309 \$ Hourly \$ 32.04 \$ 33.65 \$ Monthly \$ 5,554 \$ 5,832 \$ Hourly \$ 25.00 \$ Monthly \$ 4,333 Hourly \$ 20.00 \$ Monthly \$ 15,638 \$ 16,362 \$ Hourly \$ 78.19 \$ 81.76 \$ Monthly \$ 13,553 \$ 14,172 \$ Hourly \$ 78.19 \$ 81.76 \$	1	Nonthly Sand Sand	Table Tabl	Hourly \$ 33.65 \$ 35.33 \$ 37.08 \$ 38.95 \$ Monthly \$ 5,832 \$ 6,124 \$ 6,427 \$ 6,751 \$ Hourly \$ 26.78 \$ 28.13 \$ 29.52 \$ 31.01 \$ Monthly \$ 4,643 \$ 4,876 \$ 5,118 \$ 5,375 \$ Hourly \$ 32.04 \$ 33.65 \$ 35.31 \$ 37.10 \$ Monthly \$ 48.65 \$ 5,832 \$ 6,121 \$ 6,430 \$ Monthly \$ 48.65 \$ 51.08 \$ 53.63 \$ 56.31 \$ Monthly \$ 48.65 \$ 51.08 \$ 53.63 \$ 56.31 \$ Monthly \$ 49.45 \$ 51.68 \$ 54.02 \$ 56.48 \$ Monthly \$ 11,999 \$ 12,541 \$ 13,110 \$ 13,707 \$ Hourly \$ 38.91 \$ 40.86 \$ 42.90 \$ 45.04 \$ Monthly \$ 9,441 \$ 9,913 \$ 10,409 \$ 10,929 \$ Hourly \$ 40.46 \$ 42.48 \$ 44.60 \$ 46.83 \$ Monthly \$ 9,818 \$ 10,309 \$ 10,824 \$ 11,365 \$ Hourly \$ 32.04 \$ 33.65 \$ 35.31 \$ 37.10 \$ Monthly \$ 4,333 \$ 40.86 \$ 42.90 \$ 45.04 \$ Monthly \$ 40.46 \$ 42.48 \$ 44.60 \$ 46.83 \$ Monthly \$ 9,818 \$ 10,309 \$ 10,824 \$ 11,365 \$ Hourly \$ 25.00 Monthly \$ 4,333 \$ 40.86 \$ 17,121 \$ 17,918 \$ Monthly \$ 15,638 \$ 16,362 \$ 17,121 \$ 17,918 \$ Monthly \$ 15,638 \$ 16,362 \$ 17,121 \$ 17,918 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 13,553 \$ 14,172 \$ 14,822 \$ 15,505 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 13,553 \$ 14,172 \$ 14,822 \$ 15,505 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.76 \$ 85.51 \$ 89.45 \$ Monthly \$ 78.19 \$ 81.

El Dorado Hills Fire Department

Public Salary Schedule 7/11/2023



CLASSIFICATION		STEPS									
			1		2		3		4		5
DIVISION CHIEF	Hourly	\$	62.65	\$	65.45	\$	68.37	\$	71.46	\$	74.69
	Monthly	\$	10,859	\$	11,344	\$	11,851	\$	12,387	\$	12,946
ENGINEER	Hourly	\$	33.92	\$	35.62	\$	37.40	\$	39.27	\$	41.24
	Monthly	\$	8,231	\$	8,643	\$	9,076	\$	9,529	\$	10,005
ENGINEER/ PARAMEDIC	Hourly	\$	35.63	\$	37.42	\$	39.29	\$	41.25	\$	43.31
	Monthly	\$	8,647	\$	9,080	\$	9,533	\$	10,010	\$	10,510
FIRE CHIEF	Hourly		N/A								
	Monthly	\$	20,924								
FIRE EQUIPMENT MECHANIC	Hourly	\$	38.61	\$	40.54	\$	42.57	\$	44.70	\$	46.93
	Monthly	\$	6,692	\$	7,028	\$	7,379	\$	7,748	\$	8,135
FIRE MARSHAL	Hourly	\$	78.19	\$	81.76	\$	85.51	\$	89.45	\$	92.76
	Monthly	\$	13,553	\$	14,172	\$	14,822	\$	15,505	\$	16,078
FIREFIGHTER/ PARAMEDIC	Hourly	\$	32.25	\$	33.86	\$	35.56	\$	37.33	\$	39.20
	Monthly	\$	7,826	\$	8,216	\$	8,628	\$	9,058	\$	9,512
FIRE PREVENTION INSPECTOR I	Hourly	\$	35.79	\$	37.59	\$	39.46	\$	41.44	\$	43.50
	Monthly	\$	6,204	\$	6,515	\$	6,840	\$	7,182	\$	7,541
FIRE PREVENTION INSPECTOR II	Hourly	\$	42.12	\$	44.23	\$	46.44	\$	48.76	\$	51.21
	Monthly	\$	7,301	\$	7,666	\$	8,049	\$	8,452	\$	8,876
FIRE PREVENTION SPECIALIST	Hourly	\$	48.65	\$	51.08	\$	53.63	\$	56.31	\$	59.13
	Monthly	\$	8,432	\$	8,853	\$	9,297	\$	9,760	\$	10,248
HUMAN RESOURCES SPECIALIST	Hourly	\$	33.65	\$	35.33	\$	37.08	\$	38.95	\$	40.89
	Monthly	\$	5,832	\$	6,124	\$	6,427	\$	6,751	\$	7,088



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AMENDMENT I

TO ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN THE EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND THE EL DORADO HILLS FIRE DEPARTMENT

This Amendment I, revises the Agreement made and entered into by and between the El Dorado County Emergency Services Authority (JPA), and the El Dorado Hills Fire Department (Contractor), whose principal place of business is 1050 Wilson Blvd. El Dorado Hills, CA 95762.

RECITALS

WHEREAS, the **JPA** is responsible for providing Advanced Life Support ("ALS") pre-hospital medical care within its jurisdiction, in compliance with Contract #2298 for Pre-hospital Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado ("Master Contract"); and

WHEREAS, **Contractor** desires to continue providing ALS ambulance service in El Dorado County, for emergency and non-emergency prehospital calls for service, and routine medical transportation; and desires more flexibility to maintain appropriate staffing; and

WHEREAS, the JPA and Contractor now desire to amend the Agreement in order to modify the language relative to the Education and Training requirements for personnel assigned to the ambulance unit, and

WHEREAS, The Agreement and this Amendment I shall be hereinafter collectively referred to as "Agreement,"

NOW, THEREFORE, the **JPA** and **Contractor** do hereby agree to amend the Agreement as follows:

SECTION 7-TRAINING & EDUCATION is amended as follows:

Subsection 7.6 is amended in its entirety to read as follows:

In addition to being either an EMT-Paramedic or EMT-Basic, **Contractor** agrees that employees staffing an ambulance shall at a minimum meet the agency's firefighter or Paramedic Ambulance Operator requirements. Employees will receive on-going training and shall participate in drills to maintain an acceptable level of skill, knowledge, and experience. Employees will be suitably outfitted



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with the necessary protective equipment and gear to perform the duties of a Firefighter or Paramedic Ambulance Operator.

Except as specifically amended herein, all remaining sections and terms of the Agreement shall remain in full force and effect. This Amendment I, which may be executed in counterparts, is effective on the date executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Advanced Life Support

Ambulance Agreement on the dates indicated below	N.	
	Date	
Cristy Jorgensen, Executive Director El Dorado County Emergency Services Authority		
	Date	
Fire Chief Maurice Johnson		

El Dorado Hills Fire Department