

**AMBULANCE OPERATORS UNIT**  
**Side Letter Agreement**

1) 3.00% Lump Sum:

County Fire shall, subject to Board approval, provide eligible employees a one-time lump sum payment of 3.00% of each employee's annual salary, as provided in Appendix C of the MOU, covering the period from July 18, 2020 – January 15, 2021, subject to the following:

**(a) Eligibility.**

In order to be eligible for the lump sum payment:

- i. An employee must be employed in a regular Unit position covered by this agreement on the date of Board approval; and,
- ii. Be in paid status in a regular Unit position covered by this agreement in the pay period in which the lump sum payment is paid. Employees not in paid status in the pay period in which the payment is paid shall receive a prorated lump sum payment upon return to paid status, provided, however, that the employee returns to paid status during the term of the MOU.

**(b) Special Provisions.**

- i. An eligible employee who entered the unit after July 18, 2020, but who is in the unit as of the date of Board approval of this side letter shall be eligible for a prorated lump sum payment.
- ii. An eligible employee employed in a regular Unit position covered by this agreement who is part-time or job-sharing shall be eligible for a prorated lump sum payment based on regularly scheduled hours.
- iii. An employee who has separated from County Fire employment for any reason or who is no longer in a regular Unit position covered by this agreement for any reason prior to the pay period in which the payment is paid out, or who is hired into a regular Unit position covered by this agreement after the date of Board approval of the successor MOU, shall not be eligible to receive the lump sum payment.

**(c) Payment.**

County Fire agrees to pay eligible employees a lump sum of 3.00% the employee's annual salary covering the period from July 18, 2020 – January 15, 2021, to be paid in one payment, subject to withholdings, provided, however, an eligible employee who is part-time or job-sharing shall be eligible for a prorated payment based on regularly scheduled hours.

It is anticipated that the lump sum shall be payable in the month of October 2020.

- 2) Coding of Leave Time: Employees shall be permitted to code appropriate leave time for those regularly scheduled hours that the employee was scheduled to work; provided, however, that leave time shall not be permitted to be coded for extra shifts that the employee picked-up during a pay period or for those shifts that were scheduled beyond the employees regularly scheduled hours.
- 3) Flexible Spending Account: Employees who select the Blue Shield Access + HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in the FSA shall be eligible for up to a \$10.00 per pay period match to the FSA to be credited on a quarterly basis.
- 4) Long-Term Disability (LTD) Insurance: Effective upon Board approval of this MOU, County Fire shall begin the process of discontinuing its participation in State Disability Insurance. Effective upon the completion of that process, Employees shall no longer pay the premium for State Disability Insurance.

Upon completion of the transition away from State Disability Insurance, at the beginning of each month the County will pay to Local 935, twenty-nine dollars and fifty cents (\$29.50) times the number of Ambulance Operator EMTs and Ambulance Operator Paramedics in the Unit in regular positions at that particular time for the LTD plan picked by Local 935. Local 935 shall have sole fiduciary and

administrative responsibility to pay premiums to its provider. These payments shall not be reported to the Retirement System as "Earnable Compensation."

- 5) Deferred Compensation: Effective 90 days after the effective date of this side letter agreement, all employees in the bargaining unit shall automatically be enrolled in the County's 457 Deferred Compensation Plan and contribute 1.00% of base salary to the plan, subject to all legal requirements and constraints. Prior to the first salary deferral deduction employees shall be provided a 30-day opt-out period during which no salary deferral deduction shall be taken. Thereafter, employees may opt-out at any time. The Human Resources Employee Benefits and Services Division shall establish the forms and guidelines for the salary deferral opt-out and administer the deduction according to the applicable Plan Document(s) and/or Human Resources Benefits procedures.
- 6) Time Trades: Employees in the classification of Ambulance Operator EMT and Ambulance Operator Paramedic shall, consistent with Department policy, have the right to exchange shifts (time trades) providing an authorization form has been previously signed and submitted. The time trades must be worked within the same pay period.

Time trades shall be subject to the approval of the immediate supervisor. A time trade is considered a change in the work schedule for the purpose of employee accountability. It is neither a method to circumvent leave request procedures nor is it counted for purposes of determining overtime pursuant to the Fair Labor Standards Act and State Law.

- 7) Modified Benefit Option:

#### **Section 1 – General Provisions**

- (a) All regular classified full-time employees in the Ambulance Operators Unit shall be provided an opportunity to convert from a regular position with full benefits to a regular position with modified benefits and a wage differential.
- (b) Employees may choose to enroll in the MBO at hire or during the annual open enrollment period, and may choose to change to the full benefit option during subsequent open enrollment periods.
- (c) Employees who select the Modified Benefit Option must commit to work a minimum of 1,560 hours per calendar year.
- (d) Employees in regular positions who choose the MBO may retain or attain civil service rights in the position in accordance with applicable provisions or rules concerning probationary periods.
- (e) In order to receive the benefits and wage differential of the Modified Benefit Option, the employee must specifically choose the Option.

#### **Section 2 – Modified Benefit Option Wage Differential**

- (a) Employees who select the MBO shall receive a wage differential of \$1.75/hour above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).
- (b) The wage differential shall be considered as part of the base hourly rate when calculating the following: the County contribution to the employee's Retirement Medical Trust (RMT) account, differentials paid on a percentage basis (e.g., longevity), sick leave conversion cash-outs (if any) pursuant to the RMT Article, and other leave cash-outs. Provided below is an example of how the County's contribution to the RMT would be calculated:

EX: An employee with 10 years of continuous County Fire service and 80 standard hours per pay period selects the MBO. The employee's base hourly rate is \$17.87 per hour. This employee is eligible for a County contribution to the RMT equal to 1.00% of the employee's base bi-weekly salary. The County contribution to the RMT is calculated as follows:

80 hours X (\$17.87 per hour + \$1.75 MBO Wage Differential) = \$1,569 base bi-weekly salary for purposes of County contribution to the RMT

\$1,569 X 1.00% Contribution Rate = \$15.69

The County will contribute \$15.69 to the RMT on behalf of the employee that pay period.

#### **Section 3 – Benefits and Leaves**

Except as provided in this Section 3, employees who select the MBO shall receive the same benefits

and leaves that employees who select the full benefit option receive in the MOU.

- (a) Medical Coverage: Employees who select the MBO shall have the same medical plan options as employees who select the full benefit option (e.g., Blue Shield Signature HMO, Blue Shield Access + HMO, Kaiser HMO, Kaiser Choice HMO, and Blue Shield PPO).
- (b) Medical Premium Subsidy:

(1) Provided below are the MPS amounts per pay period for employees who select the MBO:

Effective Upon Board Approval	MPS
Employee Only	\$147.84
Grandfathered Employee Only	\$166.60
Employee + 1	\$298.07
Employee + 2	\$426.98

- (c) Dental Premium Subsidy: Employees who select the MBO shall be eligible to receive DPS in the following amounts per pay period:

Coverage Type	DPS
Employee Only	Up to \$9.46
Employee + 1	
Employee + 2	

- (d) Deferred Compensation 457(b): Employees shall be eligible to participate in the County's 457(b) Deferred Compensation Plan, but shall not receive a County match.

- (e) Paid Time Off (PTO):

- (1) Definition: Paid Time Off (PTO) is granted to employees who select the MBO in lieu of any annual or sick leave accrual provisions.
- (2) Accumulation: Employees who select the MBO shall accrue PTO each pay period on a pro-rata basis. Except as provided below, employees in regular positions paid less than eighty (80) hours per pay period shall receive PTO accruals on a pro-rata basis provided, however, that the maximum allowed combined unused Annual and PTO balance shall not be prorated. Employees shall receive full PTO accruals when they work less than 40 hours per week, but at least 72 hours per pay period (e.g., An AO who works 96 hours the 1st week of a pay period and zero hours the 2nd week of that same pay period will accrue PTO based on 80 hours per pay period). PTO shall be available for use on the first day following the pay period in which it is earned. Employees shall accrue PTO each pay period as provided in the chart below.

Length of Service From Hire Date	PTO Allowance (Assumes 80-hour Schedule)	Accrual Rate Per Pay Period (Assumes 80-Hour Schedule)	Maximum Allowed Unused PTO Balance	Maximum Allowed Combined Unused Annual Leave and PTO Balance for Employees Who Convert to the Modified Benefit Option
From Hire Date through 104 pay periods*	222 hours	8.54 hours	335 hours	423 hours**
Over 104 pay periods through 234 pay periods*	262 hours	10.08 hours	395 hours	494 hours**
Over 234 pay periods*	302 hours	11.62 hours	455 hours	565 hours**

\*Assume employee has completed the required number of service hours in each pay period.

\*\*The employee's maximum allowed PTO balance may not exceed 335, 395, or 455 hours, as applicable.

- (3) Administration

- (i) PTO for Annual Leave Purposes (i.e., vacation or holiday) – When PTO has been requested for annual leave purposes, PTO shall be administered according to the annual leave section of the Leave Provisions Article of the MOU.

- (ii) PTO for Sick Leave Purposes – When PTO has been requested for sick leave purposes, PTO shall be administered according to the Sick Leave section of the Leave Provisions Article of this MOU.
- (4) Separation: Employees separating from County employment shall have any unused PTO administered in the same manner that annual leave is administered at separation according to the annual leave section of the Leave Provisions Article of the MOU.

Employees who are hired into a position in a bargaining unit that does not contain the MBO, shall carry over their existing PTO balance and immediately begin accruing sick leave and vacation, holiday and/or annual leave, whichever is applicable.

- (5) PTO Cash-Out – On one occasion each calendar year during the term of the MOU, an employee who had used eighty (80) or more hours of PTO during the preceding calendar year may elect to convert up to sixty (60) hours of accrued PTO into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back PTO, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's PTO accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the PTO in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out PTO hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the PTO accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2021 makes a pre-designation to cash-out 40 PTO hours. The employee accrues 8.54 hours of PTO per pay period. At the end of pay period 3 the employee can request to cash-out the 17 hours of PTO that she had accrued through pay period 2, but is not yet eligible to cash-out the entire 40 pre-designated hours because the employee has yet to accrue 40 hours of PTO. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25, or 26 when applicable, of the calendar year in which the election is effective, the hours will be automatically converted to cash in the last pay period of the calendar year.

(f) Accrual Carryover Following Benefit Change

- 1. Full Benefit Option to Modified Benefit Option - Employees who convert from the full benefit option to the MBO shall carry over and may utilize their existing annual and sick leave balances; provided, however, that the employee shall no longer accrue annual and sick leave after converting to the MBO.

After converting to the MBO the employee shall be immediately eligible to accrue PTO; however, the employee's combined annual and PTO balance shall not exceed the applicable caps established in the chart above. For example, if an employee with a length of service of 80 pay periods carries over 210 annual leave hours, the employee shall only be eligible to accrue up to 213 PTO hours. If such employee then uses some annual leave or PTO, the employee shall be eligible to accrue additional PTO hours, not to exceed the applicable PTO cap.

However, an employee with a previously approved waiver of the maximum allowed unused annual leave balance as provided in the Annual Leave section of the Leave Provisions Article may temporarily exceed the caps in the chart above.

An employee who carries over annual leave hours shall be eligible to accrue the maximum amount of PTO once the employee has exhausted all of his/her carried over annual leave hours.

- 2. Modified Benefit Option to Full Benefit Option - Employees who convert from the MBO to the full benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing annual and sick leave immediately; however, the employee's combined annual leave and PTO balance shall not exceed the applicable annual leave caps established in the Annual Leave section of the Leave Provisions article. For example, if an employee with a length of service of 150 pay periods carries over 300 PTO hours and 60 annual leave hours, the employee shall only be eligible to accrue up to 81 annual leave hours since the maximum allowed unused annual leave is 441 hours. If such employee then uses some annual leave or

PTO, the employee shall be eligible to accrue additional annual leave, not to exceed established cap.

- (g) **Annual Leave Cash-Out:** Employees who met the eligibility requirements for the annual leave cash-out prior to selecting the MBO, and predesignated to cash-out annual leave during the required pre-designation period while in the full benefit option, shall remain eligible to cash-out annual leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash-out annual leave while enrolled in the MBO.
- 8) **On Call Compensation:** Employees in regular positions, who are released from active duty but are required by the District to leave notice where they can be reached and be available to return to active duty when required by the District, shall be assigned to on-call duty. On-call duty requires that employees so assigned shall: (1) be ready to respond immediately; (2) be reachable by telephone or other communicating devices; (3) be able to report to active duty within a specified period of time; and (4) refrain from activities which might impair their ability to perform assigned duties. Assignment of duty shall be compensated at \$3.25 for each full hour of on-call duty. Said compensation is exclusive of any hours worked under provisions of the Article on "Call Back."
- 9) **Call Back:** When the employee in a regular position returns to duty at the workstation at the request of the Fire Chief or designee after said employee has been released from duty and has left the workstation, said employee shall be entitled to call back compensation. Special tours of duty scheduled in advance, or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty, are not considered call back hours for the purpose of this article. An employee need not be assigned to on-call duty to be entitled to receive call back compensation. Call back compensation shall be paid in the following manner: The employee shall be paid for a minimum of two (2) hours at one-time the base hourly rate for each call back occurrence; said compensation shall be in-lieu of any travel time to and from home and the first or last work contact point.
- 10) **Reopener:** Beginning the second week of November 2020, Local 935 and the County each have the right to request to reopen the MOU. The parties shall meet and confer no later than fifteen (15) days from the date of the request, unless otherwise agreed by the parties.

Date Agreed: \_\_\_\_\_

County Fire

Local 935

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