

**SIDE LETTER
BETWEEN
THE CONTRA COSTA COUNTY
FIRE PROTECTION DISTRICT
AND IFPTE, LOCAL 21**

This Side Letter is by and between IFPTE, Local 21 (“Union” or “Local 21”) and the Contra Costa County Fire Protection District (“District”) and Contra Costa County (“County”) on behalf of its Health Services Department. Following approval by the Board of Directors for the Contra Costa County Fire Protection District, this Side Letter will take effect on the same day as the effective date of the transfer of the Hazardous Materials Program from the County’s Health Services Department to the District.

Upon the effective date of the transfer of the Hazardous Materials Program to the District, as determined by the County Board of Supervisors and Board of Directors for the District, the Hazardous Materials employees listed in Attachment A in positions currently represented by Local 21 will become District employees and will transition into established positions represented by IAFF, Local 1230. The employees will be subject to the rules of the District that establish the terms and conditions of employment that are applicable to employees represented by IAFF, Local 1230, including but not limited to, the Memorandum of Understanding (“MOU”) between IAFF, Local 1230 and the District (July 1, 2023 – June 30, 2027), the Personnel Management Regulations (PMR), and any other written rule, regulation, or law that would impact the wages, hours, and terms and conditions of employment for District employees.

Upon the effective date of the transfer of the Hazardous Materials Program to the District, the County Hazardous Materials employee listed in Attachment B in a position currently represented by Local 21 will become a District employee and will transition into an established District management position that is unrepresented. The employee will be subject to the rules of the District that establish the terms and conditions of employment that are applicable to unrepresented District employees, including but not limited to, the Management Benefits Resolution No. 2023/538, the Personnel Management Regulations (PMR), and any other written rule, regulation, or law that would impact the wages, hours, and terms and conditions of employment for District employees.

Additionally, upon the effective date of the transfer of the Hazardous Materials Program to the District, the MOU between the Parties will be amended to remove any references to the Hazardous Materials Program and abolished classifications, and the Parties agree that such changes will be made during successor MOU bargaining as clean-up. The Parties also agree and understand that the classifications of Assistant Director of Hazardous Materials Program (Job Code: VLFA) and Supervising Hazardous Materials Specialist (Job Code: VLHB) shall be abolished upon the effective date of the transfer of the Hazardous Materials Program to the District.

This Side Letter memorializes the understanding between the District and Local 21 regarding the Hazardous Materials Program employees identified in Attachment A, incorporated herein by reference, and their transition into District employment and representation by IAFF, Local 1230, and the understanding between the District and Local 21 regarding the Hazardous Materials Program employee identified in Attachment B, incorporated herein by reference, and their transition into District employment and unrepresented status.

A. Salary & Classification

Employees will be placed into the District classifications listed in Attachments A and B, and will be placed at the salary step of the salary range of the District positions listed in Attachments A and B.

B. Hire Date and Seniority

The District will recognize the hire dates and merit step anniversary dates for the employees listed in Attachments A and B upon their transition into District employment. For purposes of layoff and seniority credit in promotional examinations, the employees listed in Attachments A and B will be considered to have commenced work under the District’s merit system on the date they achieved status in the County comparable to permanent status in the District’s merit system. Time served in volunteer positions shall not be considered when calculating the employees’ hire dates or seniority.

C. Probationary Periods/Status

The employees listed in Attachments A and B will not be required to serve a probationary period for their designated District classification. If the employees listed in Attachments A and B are actively serving a probationary period at the time of the transfer, the District will recognize any probationary time already served but will require that any outstanding probationary time be served in the new District classification.

D. Vacation Accrual Rates

1. Section 10 – Vacation Leave of the current MOU between the District and Local 1230 will apply to the employees listed in Attachment A. Section 10 provides the following vacation accrual rates and thresholds based on the corresponding length of service. Time served in volunteer positions shall not be considered when calculating the employees’ length of service.

Length of Service	Monthly Accrual Hours	Maximum Cumulative Hours
Under 11 years	10	240
Beg. with 11-15 yrs completed service	12-2/3	304
Beg. with 16-20 yrs completed service	13-1/3	320
Beg. with 21-25 yrs completed service	16-2/3	400
Beg. with 26-30 yrs completed service	20	480
Beginning with 31 yrs service	23-1/3	560

Existing vacation balances will be transferred from the County to the District, up to one-hundred percent (100%) of the maximum cumulative hours listed in Section 10 of the MOU between the District and Local 1230.

2. Section 1.17 – Vacation of Management Resolution No. 2023/538 will apply to the employee listed in Attachment B. Section 1.17 provides the following vacation accrual rates and thresholds based on the corresponding length of service. Time served in volunteer positions shall not be considered when calculating the employees’ length of service.

Length of Service	Monthly Accrual Hours	Maximum Cumulative Hours
Under 11 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

E. Sick Leave Accruals

The District’s Administrative Bulletin No. 411 (Sick Leave Policy), any existing sick leave accruals for the above-listed employees will transfer in their entirety upon their transition to District employment. The District does not impose a maximum cumulative hours for sick leave accruals as unused sick leave credits carry over from year to year.

F. Other Accruals or Special Pays or Allowances

1. For employees listed in Attachment A, any compensatory time accrued by the employees listed in Attachment A may be exhausted prior to the effective date of the transfer. Any unexhausted compensatory accruals will be cashed out upon the effective date of the transfer. Any personal holiday credits accrued by the employees listed in Attachment A will be transferred from the Health Services Department to the District, up to the maximum cumulative hours for personal holiday credit listed in Section 9.1.C. of the MOU between the District and Local 1230. Upon their transfer into the District, employees listed in Attachment A shall accrue personal holiday credits in accordance with Section 9.1.C. of the MOU between the District and Local 1230. Any other unexhausted accruals other than sick leave accruals, vacation leave accruals, and personal holiday credits up to the maximum cumulative hours listed in Section 9.1.C., will be forfeited when the employees in Attachment A transfer into the District.

2. For the employee listed in Attachment B, any Administrative Leave accruals shall transfer over to the District, however no such accruals shall carry over into a

new calendar year. Any compensatory time accrued by the employee listed in Attachment B must be exhausted or cashed out prior to the effective date of the annexation. Any personal holiday credit accrued by the employee listed in Attachment B shall transfer in their entirety upon their transfer into the District, up to the maximum cumulative hours allowed by Section 1.16 – Personal Holiday Credit of Management Resolution No. 2023/538. Any unexhausted accruals other than sick leave accruals, vacation leave accruals, Administrative Leave, and personal holiday credit up to the maximum allowed by Section 1.16 of the Management Resolution No. 2023/538, will be forfeited when the employee in Attachment B transfers into the District.

G. Minimum Qualifications for District Classifications

- A. For all employees identified in Attachment A of this Side Letter, the District will recognize the employees' prior full-time work experience with the Health Services Department for purposes of satisfying the minimum qualifications for the following District classifications:
 - Hazardous Materials Captain – Job Code VLHC

- B. For the employee identified in Attachment B of this Side Letter, the District will recognize the employees' prior full-time work experience with the Health Services Department for purposes of satisfying the minimum qualifications for the following District classifications:
 - Deputy Fire Marshal – Job Code RJGA

- C. All employees identified in this Side Letter shall be expected to meet the minimum qualifications and certification requirements for their classifications within the timeframes specified in their respective job specifications.

H. District Benefits & Open Enrollment

The employees identified in this Side Letter will receive the same health/retirement benefits applicable to their new employment in the District as other similarly situated District employees and will not retain any health benefits, retirement benefits, or retiree health benefits provided by the Health Services Department that are different from or not offered by the District. The employee will also be afforded a special open enrollment period for District health benefits after they enter District employment. Prior to the effective date of the transfer, Human Resources will convene an informational meeting to discuss the District's health benefits.

I. Entire Agreement

This Side Letter is fully integrated and constitutes the entire agreement and understanding between the Parties regarding the terms and conditions of District employment for the employees identified in this Side Letter. The terms and conditions of employment applicable to all District employees are applicable to the employees identified in this Side Letter unless specially changed by this Side

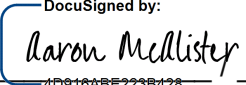
Letter. There are no oral understandings, terms or conditions, and neither Party has relied on any representation, express or implied, not contained in this Side Letter. All prior understandings, terms or conditions are deemed merged into this Side Letter.

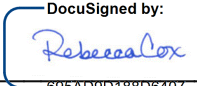
This Side Letter will remain in effect until terminated by the Parties. All other terms and conditions of the current MOU between the District and IFPTE, Local 21 (July 1, 2022 – June 30, 2026) remain unchanged by this Side Letter.

Date: 5/21/2026

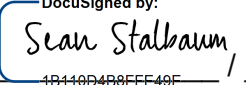
Contra Costa County Fire District:
(Signature / Printed Name)

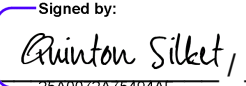
IFPTE, Local 21:
(Signature / Printed Name)

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ATTACHMENT A

Employee ID Number	Last	First Name	Health Services Classification	Job Code	County Hire Date	New Anniversary Date	Fire District Classification	Fire District Job Code	Fire District Step Placement
80039	Pham	Hung	Supervising Hazardous Materials Specialist	VLHB	4/28/2014	7/1/2026	Hazardous Materials Captain	VLHC	7
78346	Melik-Abramians	Karine	Supervising Hazardous Materials Specialist	VLHB	2/1/2013	7/1/2026	Hazardous Materials Captain	VLHC	7
73148	Lewis	Devra	Supervising Hazardous Materials Specialist	VLHB	2/9/2008	7/1/2026	Hazardous Materials Captain	VLHC	7

ATTACHMENT B

Employee ID Number	Last	First Name	Health Services Classification	Job Code	County Hire Date	New Anniversary Date	Fire District Classification	Fire District Job Code	Fire District Step Placement
67867	Springer	Adam	Assistant Director of Hazardous Materials Program	VLFA	9/2/2003	7/1/2026	Deputy Fire Marshal	RJGA	5