

**SIDE LETTER
BETWEEN
THE CONTRA COSTA COUNTY
FIRE PROTECTION DISTRICT
AND IAFF, LOCAL 1230**

This Side Letter is by and between the International Association of Firefighters (IAFF), Local 1230 ("Local 1230" or "Association") and the Contra Costa County Fire Protection District ("District"). 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 annexation set by the Contra Costa County Local Agency Formation Commission ("LAFCO").

Upon the effective date of the annexation of the Rodeo-Hercules Fire Protection District ("RHFPD") as determined by LAFCO, the RHFPD employees will become District employees. RHFPD employees entering positions represented by Local 1230 will be subject to the rules of the District that establish the terms and conditions of employment that are applicable to employees represented by the Association. These District rules include the Memorandum of Understanding ("MOU") between 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 employees represented by the Association.

This Side Letter memorializes the understanding between the District and Local 1230 regarding the specific subjects listed below relative to the RHFPD employees identified in Attachment A, incorporated herein by reference, and their transition into District employment.

A. Salary

The current salary for the District classifications listed in Attachment A will apply to the corresponding employee. In accordance with MOU Section 5.8 – Salary Reallocation and Salary on Reallocation, employees will be placed on the salary range of their District position at the step that equals the salary received prior to annexation. If no salary equals the salary step received prior to annexation, they shall be placed at the step of the new range which is both higher and closest to the salary rate received prior to annexation. For purposes of determining step placement at the District, any Longevity Differentials received by the RHFPD employees will be considered part of the employee's base salary.

B. Hire Date and Seniority

Pursuant to PMR Section 1602 (Transfers to Merit System Agencies), the District will recognize the hire dates and merit step anniversary dates for employees listed in accordance with Attachment A upon their transition into District employment. For purposes of layoff and seniority credit in promotional examinations, the employees listed in Attachment A will be considered to have commenced work under the

District's merit system on the date they achieved status in the RHFPD 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

Pursuant to PMR Section 1602 (Transfers to Merit System Agencies), the employees listed in Attachment A will not be required to serve a probationary period for their designated District classification. If any of the employees listed in Attachment A are actively serving a probationary period at the time of the annexation, 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

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.

56 Hour Shift Employees

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Less than 5 years of completed service	14	336
Beg. with 5-10 yrs of completed service	16	384
Beg. with 11 – 15 yrs completed service	18	432
Beg. with 16 – 20 yrs completed service	21	504
Beg. with 21 – 25 yrs completed service	26	624
Beg. with 26 – 30 yrs completed service	30	720
Beginning with 31 yrs service	33	792

Existing vacation balances will be transferred from RHFPD to the District, up to seventy-five percent (75%) of the maximum cumulative hours listed in Section 10 of the MOU between the District and Local 1230.

E. Sick Leave Accruals

Pursuant to PMR Section 1602 (Transfers to Merit System Agencies) and the District's Administrative Bulletin No. 411 (Sick Leave Policy), any existing sick leave accruals for the employees listed in Attachment A 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. Compensatory Time

Any compensatory time accrued by the employees listed in Attachment A while employed by RHFPD must be exhausted or cashed out prior to the effective date of the annexation. Any unexhausted compensatory accruals will be forfeited when the employee transfers into the District.

G. Minimum Qualifications for District Classifications

For all RHFPD employees identified in Attachment A of this Side Letter, the District will recognize the employee's prior full-time work experience with the RHFPD for purposes of satisfying the minimum qualifications for the following District classifications:

- Fire Engineer – 40 Hour (Job Code – RPVD)
- Fire Engineer – 56 Hour (Job Code – RPVC)
- Fire Engineer Paramedic – 40 Hour (Job Code – RPVE)
- Fire Engineer Paramedic – 56 Hour (Job Code – RPVF)
- Fire Captain – 40 Hour (Job Code – RPTC)
- Fire Captain – 56 Hour (Job Code – RPTA)
- Fire Captain Paramedic – 40 Hour (Job Code – RPTF)
- Fire Captain Paramedic – 56 Hour (Job Code – RPTH)

G. District Benefits & Open Enrollment

The RHFPD employees identified in Attachment A of 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 RHFPD that are different from or not offered by the District. The employees will also be afforded a special open enrollment period for District health benefits after they enter District employment. Following the effective date of the annexation, Human Resources will convene an informational meeting to discuss the District's health benefits.

H. 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 RHFPD employees identified in this Side Letter. The terms and conditions of employment applicable to all District employees are applicable to the RHFPD 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 Local 1230 (July 1, 2023-June 30, 2027) remain unchanged by this Side Letter.

Date: 11/07/2024

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

<u>Rebecca Cox</u>	/	<u>Rebecca Cox</u>
<small>DocuSigned by:</small>		
<u>Lewis Broschard</u>	/	Lewis Broschard
<small>C0917934FFEC482...</small>		
<small>DocuSigned by:</small>		
<u>David Sanford</u>	/	David Sanford
<small>256DA027F7FB477...</small>		
_____	/	_____
_____	/	_____

IAFF, Local 1230:
(Signature / Printed Name)

<u>Vincent Wells</u>	/	<u>Vincent Wells</u>
_____	/	_____
_____	/	_____
_____	/	_____
_____	/	_____

ATTACHMENT A

Bargaining Unit: IAFF Local 1230

Employee	Hire Date	RHFPD		RHFPD Job Class	CCCYPD Job Class	CCCYPD Job Code	CCCYPD Salary Step 7/1/25
		Promotion/Anniversary Date	CCCYPD Anniversary Date				
Becton, Jonah	3/1/2022	3/1/2024	3/1/2024	Engineer	Fire Engineer 56-Hour	RPVC	3
Bischoff, John	1/3/2000	7/1/2022	7/1/2022	Captain Paramedic	Fire Captain-Paramedic 56-Hour	RPTH	7
Clapp, Jack	1/3/2000	3/1/2017	3/1/2017	Captain Paramedic	Fire Captain-Paramedic 56-Hour	RPTH	7
Cochnauer, Derek	6/1/2017	4/15/2021	4/1/2021	Captain	Fire Captain 56-Hour	RPTA	6
Collyer, Daniel	2/1/2023	8/1/2023	8/1/2023	Firefighter Paramedic	Firefighter-Paramedic 56-hour	RPWB	3
Creecy, Justin	3/1/2022	9/1/2022	9/1/2022	Firefighter	Firefighter 56-hour	RPWA	3
Dumond, Kyle	3/1/2022	9/1/2022	9/1/2022	Firefighter	Firefighter 56-hour	RPWA	3
Garcia, Jesus	1/7/2020	11/1/2024	11/1/2024	Captain	Fire Captain 56-Hour	RPTA	4
Garry, Jason	11/24/2020	12/1/2022	12/1/2022	Engineer Paramedic	Fire Engineer-Paramedic 56-Hour	RPVF	4
Gelhaus, Robert	6/17/2003	10/1/2014	10/1/2014	Engineer Paramedic	Fire Engineer-Paramedic 56-Hour	RPVF	6
Granzella, Carlo	9/29/2020	9/1/2022	9/1/2022	Engineer	Fire Engineer 56-Hour	RPVC	5
Guzman, Anthony	3/1/2022	9/1/2022	9/1/2022	Firefighter	Firefighter 56-hour	RPWA	3
Jensen, Joshua	5/2/2022	11/1/2024	11/1/2024	Engineer	Fire Engineer 56-Hour	RPVC	3
Johnson, Skye	1/3/2000	7/1/2013	7/1/2013	Captain Paramedic	Fire Captain-Paramedic 56-Hour	RPTH	7
Jones, Caden	12/30/2024	6/30/2025	7/1/2025	Firefighter	Firefighter 56-hour	RPWA	1
Poole, Rylan	7/1/2024	1/1/2025	1/1/2025	Firefighter/Paramedic	Firefighter-Paramedic 56-hour	RPWB	1
Solidum, Brian	3/1/2002	10/1/2014	10/1/2014	Captain Paramedic	Hour	RPTH	7
Wellington, Kyle	5/2/2022	5/1/2024	5/1/2024	Engineer Paramedic	56-Hour	RPVF	3