

**SIDE LETTER AGREEMENT
BETWEEN
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
AND
UNITED CHIEF OFFICERS ASSOCIATION**

This Side Letter is by and between United Chief Officers Association (“UCOA”) and the Contra Costa County Fire Protection District (“District”) (hereinafter collectively “the Parties.”) This side letter is effective the first of the month following approval of the Board of Supervisors.

This side letter amends the Memorandum of Understanding (“MOU”) between the District and UCOA (July 1, 2023- June 30, 2027) to clarify that the District shall determine and calculate vacation and sick leave accrual balances for employees moving to/from 40-hour to 56-hour positions or assignments, and removes the monthly minimum amount of standby and emergency recall duty.

The MOU shall be amended as follows:

SECTION 10 - VACATION LEAVE

10.4 Accrual Conversions. For employees moving between 40-hour and 56-hour positions or assignments, accrual balances and monthly accrual rates will be converted to match the commensurate rates and proportion of accruals to the new maximum in the new bank at the time that the assignment is made. Any accruals utilized or earned will be calculated at the rate in effect when utilized or earned and then will be added or subtracted from the balance at the time the accruals are utilized or earned.

For example, a 56-hour employee with six years of service and an accumulated total of 288 hours of vacation leave out of a maximum limitation of 384 hours who utilizes 24 hours of accruals prior to reassignment to a 40-hour position, will have 24 hours subtracted from the balance of 288 hours. Upon reassignment to a 40-hour position, the remaining balance of 264 hours will then be converted utilizing the appropriate ratio, in this case 0.625, resulting in a balance of 165 hours. Any accruals earned or utilized after the reassignment to the 40-hour position shall be calculated at the 40-hour rate.

The conversion ratio is the monthly accrual rate of the new schedule divided by the monthly accrual rate of the old schedule. Conversion ratios and accrual balances shall be calculated by the District in accordance with the above methodology and shall be provided by the District to the Auditor-Controller’s Office for review.

Remaining subsections in Section 10 will be renumbered accordingly.

SECTION 11 – SICK LEAVE

11.2 Credit Accrued and Charges Against Sick Leave. Sick leave credits accrue at the following rates:

1. Shift Personnel Accruals (56-hour week). Sick leave shall be accrued at the rate of fifteen (15) hours for each completed month of service.
2. Day Personnel Accruals (40-hour week). Sick leave shall be accrued at the rate of eight (8) hours for each completed month of service.
3. General Terms

- a. Unused sick leave credits accumulate without limit.
- b. Credits to and charges against sick leave shall be made in minimum amounts of one (1) minute increments and may not be rounded.
- c. For employees moving between 40-hour and 56-hour positions or assignments, accrual balances will be converted to match the same rates and proportion of accruals in the new bank at the time that the assignment is made. Any accruals utilized or earned will be calculated at the rate in effect when utilized or earned and then will be added or subtracted from the balance at the time the accruals are utilized or earned.

For example, a 56-hour employee with a sick leave balance of 233 hours who utilizes 24 hours of sick leave prior to reassignment to a 40-hour position shall have the 24 hours subtracted from the 233 hour balance. The remaining 209 hours will then be converted utilizing the appropriate ratios determined by the District to the 40-hour balance, in this case the ratio being 0.5333 and the resulting balance is 111.47. Any sick leave earned or utilized after the reassignment to the 40-hour position shall be calculated at the 40-hour rate.

The conversion ratio is the monthly accrual rate of the new schedule divided by the monthly accrual rate of the old schedule. For example, when converting to a 56-hour schedule at 15 hours of sick leave per month from a 40-hour schedule at 8 hours of sick leave per month, the conversion ratio is 15/8 or 1.875. Conversion ratios and accrual balances shall be calculated by the District in accordance with the above methodology and shall be provided by the District to the Auditor-Controller's Office for review.

- ed. When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if employee is re-employed in a permanent position within the period of the individual's layoff eligibility.

de. As of the date of retirement, an employee’s accumulated sick leave is converted to retirement time on the basis of one day of retirement service credit for each day of accumulated sick leave credit according to the policies and regulations of the Retirement Office.

SECTION 26 – OTHER TERMS OF EMPLOYMENT

26.8 Emergency Recall and Standby. Standby and emergency recall is a requirement of all classifications covered under this agreement. Administration and assignment of standby and emergency recall shall be at the District’s discretion. ~~Employees will be assigned to standby and emergency recall duty for a minimum of eight (8) days each month for 56-hour personnel, and twelve (12) days each month for 40-hour personnel.~~ Beginning August 1, 2023, the former differential for emergency recall and standby in the amount of five percent (5.0%) of monthly base salary shall be rolled into base pay for all classifications represented by the Association. The Association understands and agrees that employees are compensated for emergency recall and standby in their base pay and that no additional differentials or special pays will be provided.

All other subsections of Section 10 – Vacation Leave, Section 11 – Sick Leave, and Section 26 – Other Terms of Employment remain unchanged by this Side Letter

This Side Letter will remain in effect for the term of the current MOU between the District and UCOA (July 1, 2023 – June 30, 2027). The terms of the Side Letter will be incorporated into the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between the District and UCOA remain unchanged by this Side Letter.

Date: 3/22/2024

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

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