

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

This Side Letter is by and between the IFPTE, Local 21 ("Union") 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 Commissions ("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 21 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 IFPTE, Local 21 and the District (July 1, 2022 – June 30, 2026), 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 Union.

This Side Letter memorializes the understanding between the District and IFPTE, Local 21 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, the employee 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.

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 the employee listed in Attachment A upon their transition into District employment. For purposes of layoff and seniority credit in promotional examinations, the employee 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 employee listed in Attachment A will not be required to serve a probationary period for their designated District classification. If the employee listed in Attachment A is 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 8 – Vacations of the current MOU between the District and Local 21 will apply to the employees listed in Attachment A. Section 8 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

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 8 of the MOU between the District and Local 21.

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 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

Any other accruals, such as Administrative Leave, accrued by the employee listed in Attachment A must be exhausted or cashed out prior to the effective date of the annexation. Any unexhausted accruals other than sick leave accruals and vacation leave accruals will be forfeited when the employee transfers into the District.

G. Longevity Pay

For the purposes of determining eligibility for Section 5.1.B. – Management Longevity Pay of the MOU, the employee 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.

H. Minimum Qualifications for District Classifications

For all RHFPD employees identified in 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:

- Administrative Services Assistant II (Job Code – APVA)
- Administrative Services Assistant III (Job Code – APTA)

I. District Benefits & Open Enrollment

The RHFPD employee 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 RHFPD 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. Following the effective date of the annexation, Human Resources will convene an informational meeting to discuss the District’s health benefits.

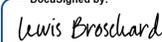
J. Entire Agreement

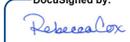
This Side Letter is fully integrated and constitutes the entire agreement and understanding between the Parties regarding the terms and conditions of District employment for RHFPD employees identified in this Side Letter. The terms and conditions of employment applicable to all District employees are 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 21 (July 1, 2022 – June 30, 2026) remain unchanged by this Side Letter.

Date: 11/22/2024

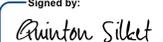
Contra Costa County Fire District:
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IFPTE, Local 21:
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ATTACHMENT A

Bargaining Unit: Local 21 Non-Supervisory Management

Employee	Hire Date	Promotion/Anniversary Date	RHFPD Job Class	CCCFPD Job Class	CCCFPD Job Code	CCCFPD Salary Step 7/1/25
Tomas, Tamara	9/11/2018	9/1/2022	Administrative Assistant	Administrative Services Assistant II	APVA	4