

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

This Side Letter is by and between the United Chief Officers Association ("UCOA" 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 UCOA 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 UCOA 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 UCOA 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.

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 accordance with Attachment A upon their transition into District employment. For purposes of layoff and seniority credit in promotional examinations, the above-listed employees 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 above-listed employees 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 UCOA will apply to the above-listed employees. 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	16	384
11 through 14 years	18	432
15 through 19 years	21	504
20 through 24 years	26	624
25 through 29 years	30	720
30 years and up	33	792

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

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. Longevity Pay

For the purposes determining eligibility for Section 26.1 - Longevity Pay 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.

G. Minimum Qualifications for District Classifications

The District will consider RHFPD employee Darren Johnson to meet the minimum qualifications for the District classification of Battalion Chief (RHPA) without possession of the required Associate of Arts or Associate of Science degree. The District will also recognize the employee's prior full-time work experience with the RHFPD for purposes of satisfying the minimum qualifications for the District's Battalion Chief (RPHA) classifications.

H. District Benefits & Open Enrollment

The RHFPD 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 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.


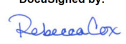
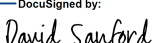
I. Entire Agreement

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 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.


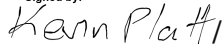
This Side Letter will remain in effect until terminated by the Parties. All other terms and conditions of the current MOU between the District and UCOA (July 1, 2023 – June 30, 2027) remain unchanged by this Side Letter.

Date: 10/31/2024

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

<small>DocuSigned by:</small> 	/	Lewis Broschard
<small>C0917934FFEC482...</small> <small>DocuSigned by:</small> 	/	Rebecca Cox
<small>695AD9D188D6407...</small> <small>DocuSigned by:</small> 	/	David Sanford
<small>256DA027F7FB477...</small>		

UCOA:
(Signature / Printed Name)

<small>DocuSigned by:</small> 	/	Paul Silva
<small>BD53895F465A4C2...</small> <small>Signed by:</small> 	/	Kevin Platt
<small>63D11F0FF8E04F5...</small>		

ATTACHMENT A

Bargaining Unit: United Chief Officers Association (UCOA)

Employee	Hire Date	Promotion/Anniversary Date	RHFPD Job Class	CCCFPD Job Class	CCCFPD Job Code	CCCFPD Salary Step 7/1/25
Johnson, Darren	3/1/1989	3/1/2017	Battalion Chief	Battalion Chief 56-hour	RPHA	3