

**SIDE LETTER  
BETWEEN  
Contra Costa County  
and  
Professional and Technical Engineers IFPTE, Local 21**

This Side Letter is by and between Professional and Technical Engineers IFPTE, Local 21 ("Local 21") and Contra Costa County ("County"). This side letter is effective the first of the month following approval by the Board of Supervisors.

This side letter amends the Memorandum of Understanding (MOU) between the County and Local 21, (July 1, 2016 – June 30, 2022) and the following sections will be replaced in their entirety as follows:

**Definitions**

**Transfer:**

- A. The change of an employee who has permanent status in a position to another position in the same classification in a different department.
- B. Transfer is also the change of an employee who has permanent status in a position to another position in a different classification if the top step of the salary range for the new classification is not more than five percent greater or five percent less than the top step of the classification previously occupied by the employee, or as otherwise defined in promotion, or deep class ordinances or resolutions.

**Promotion:**

- A. The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied except as set forth in the definition of "transfer" or as otherwise provided for in the Personnel Management Regulations or in ordinances or resolutions governing deep classifications.
- B. A Promotion also occurs when an employee is selected from an eligible list established as a result of a competitive recruitment to a different classification with a top step that is greater than or equal to the top step of the classification the employee previously occupied. When an action is determined to be a promotion on the basis of the employee being selected from an eligible list as a result of a competitive recruitment, the provisions of a deep class resolution that are in conflict with this section shall not apply.

**5.12 Salary on Transfer.** An employee who is transferred from one position to another as described under Transfer (Section 17) shall be placed at the step in the salary range of the new class which equals the rate of pay received before

the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

**SECTION 14 – PROMOTION**

**14.1 Competitive Exam.** Promotion (as defined in the Definitions section) shall be by competitive examination unless otherwise provided in this MOU.

***[Note: Sections 14.2 – 14.7 remain unchanged]***

**Section 17 – Transfers**

**17.1** Any employee or appointing authority may request a transfer (as defined in the Definitions section) by advising the Director of Human Resources, in writing, stating the reason(s) for the request. Upon consent of the appointing authority(s) and the employee involved, the Director of Human Resources shall approve a transfer within the employee's classification.

***[Note: Sections 17.2 – 17.5 remain unchanged]***

This Side Letter will remain in effect for the term of the current Memorandum of Understanding ("MOU") between the County and Local 21 (July 1, 2016 – June 30, 2022). 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 County and Local 21 remain unchanged by this Side Letter.

Date: 6/13/19

Contra Costa County:  
Shanna Edwards  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IFPTE, Local 21:  
Dean Stallman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_