

**SIDE LETTER
BETWEEN
THE CONTRA COSTA COUNTY FIRE DISTRICT
AND THE 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 East Contra Costa Fire Protection District ("ECCFPD") as determined by LAFCO, the ECCFPD employees will become District employees. ECCFPD 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, the County Personnel Management Regulations, 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 following ECCFPD employees and their transition into District employment.

Employee	ECCFPD Classification	Hire Date	Promotion Date	CCCFPD Classification
Auzenne, Craig	Battalion Chief	3/26/01	4/1/18	Battalion Chief – 56 Hour
Burris, Jeff	Battalion Chief	9/1/88	6/30/06	Battalion Chief – 56 Hour
Guerrero, Gilbert	Battalion Chief	9/26/02	3/15/20	Battalion Chief – 56 Hour
Macumber, Ross	Battalion Chief	12/12/00	4/1/18	Battalion Chief – 40 Hour

A. Salary

The above employees will be placed at Step 1 of the Battalion Chief – 56 Hour or Battalion Chief – 40 Hour classification in accordance with MOU Section 5.8 (Salary Reallocation and Salary on Reallocation).

B. Hire Date and Seniority

Pursuant to the District's Personnel Management Regulations (PMR), Section 1602 (Transfers to Merit System Agencies), the above-listed employees will preserve their existing recognized hire date as a permanent employee with the ECCFPD, or the District if previously employed, upon their transition into District employment. Pursuant to MOU Section 5.3 (Anniversary Dates), the merit step anniversary date for the above-listed employees will be the first day of the calendar month after the calendar month when the employee successfully completes six (6) months of service with the District. 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 ECCFPD 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 the District's Personnel Management Regulations (PMR), Section 1602 (Transfers to Merit System Agencies), the above-listed employees 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 Rate

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.

<u>40 Hour Shift Employees</u>		
<u>Length of Service Completed</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
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

<u>56 Hour Shift Employees</u>		
<u>Length of Service Completed</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	14	336
11 years	16	384
13 years	17	408
14 years	18	432
15 through 19 years	19	456
20 through 24 years	24	576
25 through 29 years	28	672
30 years and up	33	792

Existing vacation balances will be transferred from ECCFPD to the District, up to the maximum cumulative hours listed.

E. Sick Leave Accruals

Pursuant to the District's Personnel Management Regulations (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-referenced 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. District Benefits & Open Enrollment

The ECCFPD employees identified in this side letter will receive the same health/retiree health benefits applicable to their new employment in the District as other similarly situated District employees, and will not retain any health/retiree health benefits provided by ECCFPD 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.

G. Entire Agreement

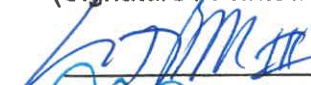


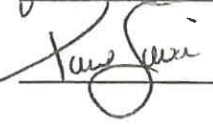
This Side Letter is fully integrated and constitutes the entire agreement and understanding between the Parties regarding the terms and conditions of District employment for the ECCFPD employees identified in this Side Letter. The terms and conditions of employment applicable to all District employees are applicable to the ECCFPD 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 upon any representation, express or implied, not contained in 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 remain unchanged by this Side Letter.

Date: 6/1/22

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

United Chief Officers Association:
(Signature / Printed Name)

	<u>LEWIS BROSCANO</u>		<u>VITO IMPUSATO</u>
	<u>ALAN MANGALINDAN</u>		<u>PAUL SILVA</u>
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