

**SIDE LETTER
BETWEEN
THE CONTRA COSTA COUNTY FIRE PROTECTION
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 contract for fire prevention services between the District and the City of Pinole ("City").

The employee in the City's Fire Department listed in this Side Letter will have the option to become a District employee on a date mutually agreed upon by the District and the City. The District will notify UCOA if the employee accepts employment with the District and the employment commencement date at least thirty (30) days in advance. The City's 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 City employee listed below and their transition into District employment:

Name	City Classification	Hire Date	Anniversary Date	CCCFPD Classification
James Brooks	Fire Battalion Chief	01/02/1999	February 1	Battalion Chief – 56 hour (RPHA)

A. Salary

The employee listed in this Side Letter will be placed at Step 1 of the Battalion Chief – 56 Hour (RPHA) classification in accordance with MOU Section 5.8 – Salary Reallocation and Salary on Reallocation).

B. Hire Date and Seniority

The employee will preserve their existing recognized hire date as a permanent employee with the City and recognized promotional date(s) with the City, or the District if previously employed, upon their transition into District employment. For purposes of layoff and seniority credit in promotional examinations, the employee will be considered to have commenced work under the District's merit system on the date they achieved status in the City comparable to permanent status in the District's merit system. Time served in volunteer positions or paid-on-call (POC) shall not be considered when calculating the employee's hire dates or seniority.

C. Anniversary Dates

Employee Anniversary dates shall be preserved, except that if the City anniversary date is not the first day of a calendar month, the District anniversary date shall be reset to the first day of the month following the month in which the employee would have been eligible for a merit review at the City. The anniversary dates listed above is the recognized anniversary date upon the employee's transition to the District.

D. Probationary Periods/Status

The employee will not be required to serve a probationary period for their designated District classification. If the employee is actively serving a probationary period at the time of the effective date of this agreement, the District will recognize any probationary time already served but will require that any outstanding probationary time be served in the new District classification in accordance with the current MOU between the District and UCOA.

E. Vacation Accrual Rate

Section 10 (Vacation Leave) of the current MOU between the District and UCOA will apply to the employee. Section 10 provides the following vacation accrual rates and thresholds based on the corresponding length of service with the City. Time served in volunteer positions shall not be considered when calculating the employee's length of service.

<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 the City to the District, up to seventy-five percent (75%) of the maximum cumulative hours listed in Section 10 of the MOU between the District and UCOA.

F. Sick Leave Accruals

Any existing sick leave accruals that the above-referenced employee has with the City at the commencement of District employment 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.

G. District Benefits & Open Enrollment

The City employee 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 represented by UCOA, and will not retain any health/retiree health benefits provided by the City. 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 transition, Human Resources will convene an informational meeting to discuss the District's health benefits.

H. Entire Agreement

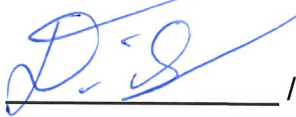
This Side Letter is fully integrated and constitutes the entire agreement and understanding between the Parties regarding the terms and conditions of District employment for the City employee identified in this Side Letter. The terms and conditions of employment applicable to all District employees are applicable to the City 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. All prior understandings, terms or conditions are deemed merged into this Side Letter.

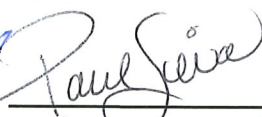

This Side Letter will remain in effect until terminated by the parties. All other terms and conditions of the current MOU between the District and UCOA remain unchanged by this Side Letter.

Date: 9/19/2022

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

United Chief Officers Association:
(Signature / Printed Name)

 / David Sanford
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_____/_____

 / PAUL SILVA
 / Kevin Platt
_____/_____
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