

**SIDE LETTER OF AGREEMENT
TO EXTEND MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RODEO-HERCULES FIRE PROTECTION DISTRICT
AND
UNITED PROFESSIONAL FIRE FIGHTERS, I.A.F.F., LOCAL 1230**

November 14, 2012

Representatives for the Rodeo-Hercules Fire Protection District and representatives for United Professional Fire Fighters I.A.F.F., Local 1230 met and conferred in good faith and have agreed to amend the terms and conditions of the Memorandum of Understanding (MOU), dated October 1, 2009 – September 30, 2012. The mutually agreed upon modifications are:

- Section 26.3 - Duration of Agreement

This Agreement shall continue in full force and effect from October 1, 2009 to and including September 30, 2013. Said Agreement shall automatically renew from year to year there after unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.
- Section 4 – Salaries 4.1 General Wage
 - There shall be no wage increase effective October 1, 2012.
- Section 18 – Retirement
 - Retirement benefits are provided through the Contra Costa County Employees' Retirement Association (CCCERA) in accordance with all applicable regulations and statutory requirements.
 - Employees who are hired before December 31, 2012, shall receive the following retirement benefits:
 - Retirement Formula commonly referred to as 2.0% @ 50.
 - Single Highest Year
 - 3.0% COLA
 - New employees (defined as ineligible for reciprocity under existing agreements and California Government and Health and Safety Codes) who are hired on or after January 1, 2013, shall receive the retirement formula commonly referred to as 2.7% @ 57 or the retirement formula deemed appropriate by the CCCERA. The employee contributions shall be those established by AB 340 and AB 197.

- The parties shall meet and confer at the written request of the other party to address the implementation of AB 340, AB 197 or to become in compliance with rules, regulations or directives established by CCCERA.

All other portions of the Memorandum of Understanding (MOU) not mentioned above or not impacted by the above amendments to the MOU shall remain in full force and effect.

It is understood that there is no intention or agreement to render invalid or waive any part of the current MOU.

If the above is in accordance with your understanding, please indicate your approval and acceptance in the space provided below.

For the District:

Keith B. #1234567

Date: 11/14/12

For Local 1230:

Vernon Wells

Mark [Signature]

Date: 11/14/12