

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

September 23, 2011

This Side Letter of Agreement is being entered into by the parties due to the declining revenues, financial condition and the continuing structural deficit facing the District and the resulting inability to provide the current level of fire protection established by the District.

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 4 – Salaries 4.1 General Wage 10/1/11  
The parties agreed to add a new classification effective XXXX and modify the salary table as follows:
  - Wage increase effective October 1, 2010 will be deferred to October 1, 2011
  - The October 1, 2011 wages are as listed below:

Effective October 1, 2011

<b>FIREFIGHTER I SALARY</b>				
	<b>Salary</b>	<b>OPEB Contribution</b>	<b>Retirement Contribution</b>	<b>Net Salary</b>
Step 1	\$5017	OPEB - (3.75%)	CCERA* - (8.505%)	\$4402.17
Step 2	\$5268	OPEB - (3.75%)	CCERA* - (8.505%)	\$4622.40
Step 3	\$5532	OPEB - (3.75%)	CCERA* - (8.505%)	\$4854.05
Step 4	\$5809	OPEB - (3.75%)	CCERA* - (8.505%)	\$5097.11

\*(Based on entering CCERA at age 25)

Effective October 1, 2011

<b>FIREFIGHTER II SALARY</b>				
	<b>Salary</b>	<b>OPEB Contribution</b>	<b>Retirement Contribution</b>	<b>Net Salary</b>
Start	\$6070	OPEB - (3.75%)	CCERA* - (8.505%)	\$5326.12
Step 1	\$6373	OPEB - (3.75%)	CCERA* - (8.505%)	\$5591.99
Step 2	\$6692	OPEB - (3.75%)	CCERA* - (8.505%)	\$5871.90
Step 3	\$7027	OPEB - (3.75%)	CCERA* - (8.505%)	\$6165.84
Step 4	\$7379	OPEB - (3.75%)	CCERA* - (8.505%)	\$6474.70

\* (Based on entering CCERA at age 25)

\*\* (Start salary does not apply to an employee who is a FF I step 4 and becomes a FF II)  
(Note: Will need to provide a class description for FF I and the MQ's for FF II. Additionally, we need to provide the means of transition from a FF I to a FF II.)

- Section 4.6 – Salary on Promotion  
Effective upon adoption of this Side Letter of Agreement by the RHFPD Board of Directors, this section shall be amended to the following:
  - Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied shall receive the salary in the new salary range which is at least 5.0% higher than the rate received before the promotion.
  
- Section 11.2 - Retirement Medical  
This section shall be amended to include the following:
  - Effective October 1, 2011 each employee in the bargaining unit shall pay 3.75% of salary their towards the District's Other Post Employment Benefits (OPEB).
  - Contribution shall remain the equivalent of 3.75% based on October 1, 2011 salary schedule unless the terms of future salary increase include additional employee contribution.
  - All employees are required to make the OPEB salary contribution and do not have the ability to elect to or withdraw from making the contribution for the life of this agreement.
  - The District shall use the employee's salary contribution to assist in making the District's Annual Required Contribution (ARC) for Other Post Employment Benefits (OPEB).
  - The payment by the District to CERBT for the ARC is made by the District and not on behalf of any individual employee. The assets with CERBT and the contributions made to CERBT remain with the District. There are no reversion rights to the bargaining unit or bargaining unit member.
  
- Section 17 – Acting Compensation  
Effective upon adoption of this Side Letter of Agreement by the RHFPD Board of Directors, this section shall be amended to the following:
  - When the Fire Chief/Administrator assigns an employee to an acting position, the employee shall receive 5.0% of base salary for all hours worked. If an employee is in a long term acting assignment, the employee shall receive 5.0% of base salary for all hours paid.
  - All back pay for an employee assigned to an acting position commencing from March 1, 2011 will be based on all hours worked in that acting position.
  
- Section 4.X – Paramedic Differential  
The District is eliminating the Firefighter/Medic classification for employees hired after the implementation of this side letter. In its place, an eligible employee shall receive compensation in the following manner.
  - Qualifying employees hired after October 1, 2011 or current employees who become paramedics after October 1, 2011, shall receive paramedic differential equal to 10.0% of Step 4 of the Firefighter II salary.
  - Effective October 1, 2011 newly promoted Captains or Engineers shall receive compensation for serving as paramedics in the following manner:
    - The District will allow Captains to serve as paramedics at an equivalent of 10% of top step Firefighter II
    - The District will allow Engineers to serve as paramedics at an equivalent of 10% of top step Firefighter II


- The District paramedic staffing shall be as follows:
  - Maximum – 9 paramedics

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:

  
\_\_\_\_\_  
Date: 9.29.11

For Local 1230:

  
\_\_\_\_\_  
Rick Cla  
Date: 9-29-11