

**Side Letter of Agreement  
between the  
Santa Clara County Central Fire Protection District  
and  
IAFF Local 1165 – Battalion Chiefs Unit (BCU)**

The Santa Clara County Central Fire Protection District, also known as the Santa Clara County Fire Department (“Department”), and the International Association of Firefighters, Local 1165 Battalion Chiefs Unit (“Union”), have met and conferred in good faith pursuant to Section 3505 of the Meyers-Milias-Brown Act and mutually agree to enter into this Side Letter of Agreement (“Side Letter”). The Department and the Union are collectively referred to herein as the “Parties.”

1. The Parties agree to amend the terms of their November 29, 2021 through November 09, 2025 Memorandum of Agreement (“MOA”) as set forth below:

**SECTION 2 – WAGES**

**D. Promotional Salary Placement**

Except for promotion of a Fire Captain to the classification of Battalion Chief described in the next paragraph, Upon promotion, the salary of the newly promoted employee shall be adjusted to the appropriate Step of the new range that provides for no less than a 10% increase to the base wage (excluding all differentials, premium pays, stipends, etc.) of the former classification, capped at Step 5 of the new classification, or to Step 1 of the new classification's pay range, whichever is higher.

Upon promotion of a Fire Captain to the classification of Battalion Chief, the newly promoted employee shall be placed at Step 3 of the applicable Battalion Chief salary range.

Effective with adoption of this Side Letter, any Battalion Chief currently placed at Step 2 of the Battalion Chief salary range will be advanced to Step 3 of the Battalion Chief salary range. Advancement to future salary steps will occur as scheduled based on the employee’s promotion date and will not be changed by their placement at Step 3 of the Battalion Chief salary range per this Side Letter.

**SECTION 13 –**

**TRAINING, AND OPERATIONS AND SUPPORT SERVICES  
ASSIGNMENTS**

~~The flexibly staffed classification of Staff Battalion Chief/Battalion Chief shall be revised to Battalion Chief only. The positions in Training, Operations and Support Services currently occupied by Staff Battalion Chief positions shall be staffed by Battalion Chief~~

**Ratified: 08/13/2024**

~~positions prospectively. The CMTF/UASI position previously staffed by a Staff Battalion Chief shall be staffed by a Fire Captain in a Special Assignment capacity prospectively, and the total count of budgeted Battalion Chief positions shall be reduced by one.~~

Battalion Chiefs may rotate into office based 40-hour positions in Training, ~~and~~ Operations ~~and Support Services~~ for a minimum period of two years, which may be extended or shortened at the discretion of the Fire Chief or their designee.

~~When a 40-hour Training Battalion Chief or the 40-hour Operations Battalion Chiefs position becomes vacant or unfilled due to a current employee completing their two-year commitment in the position, at the discretion of the Fire Chief or their designee, an internal recruitment will be conducted. Initially, only current Battalion Chiefs who have passed probation will be eligible to apply for and be selected for these ~~may be selected for an office based~~ Battalion Chief positions at the discretion of the Fire Chief or ~~his/her~~their designee.~~

~~If there are no applicants for these positions by the established closing date of the initial recruitment, the recruitment posting period will be extended. During this extended posting period, current Battalion Chiefs who have not yet passed probation will be eligible to apply for and be selected for these Battalion Chief positions at the discretion of the Fire Chief or their designee.~~

~~If there are no applicants for these positions by the established closing date of the extended recruitment posting period, the recruitment posting period will be extended again. During this specific extended posting period, any current Fire Captain on the current Battalion Chief eligibility list will be eligible to apply for and be selected to Work Out of Classification in these Battalion Chief positions at the discretion of the Fire Chief or their designee. **Note: This option, as stated in this paragraph, is only available if the need to fill a 40-hour Battalion Chief position is due to an actual positional vacancy within the Battalion Chief rank AND there is a current Battalion Chief eligibility list.**~~

~~If, at the closure of the final extended recruitment posting period there are still no applicants, the least senior Battalion Chief who has completed their probationary period may be selected for the position at the discretion of the Fire Chief or his/her designee.~~

2. If ratified by the Union and adopted by the Board of Directors of the Santa Clara County Central Fire Protection District (Board), the amended “Section 2 – Wages” and “Section 13 – Training and Operations Assignments” will thereafter state:

## **SECTION 2 – WAGES**

### **D. Promotional Salary Placement**

Except for promotion of a Fire Captain to the classification of Battalion Chief described in the next paragraph, upon promotion, the salary of the newly promoted employee shall be adjusted to the appropriate Step of the new range that

provides for no less than a 10% increase to the base wage (excluding all differentials, premium pays, stipends, etc.) of the former classification, capped at Step 5 of the new classification, or to Step 1 of the new classification's pay range, whichever is higher.

Upon promotion of a Fire Captain to the classification of Battalion Chief, the newly promoted employee shall be placed at Step 3 of the applicable Battalion Chief salary range.

Effective with adoption of this Side Letter, any Battalion Chief currently placed at Step 2 of the Battalion Chief salary range will be advanced to Step 3 of the Battalion Chief salary range. Advancement to future salary steps will occur as scheduled based on the employee's promotion date and will not be changed by their placement at Step 3 of the Battalion Chief salary range per this Side Letter.

### SECTION 13 –

#### TRAINING AND OPERATIONS ASSIGNMENTS

Battalion Chiefs may rotate into office based 40-hour positions in Training and Operations for a minimum period of two years, which may be extended or shortened at the discretion of the Fire Chief or their designee.

When a 40-hour Training Battalion Chief or the 40-hour Operations Battalion Chief position becomes vacant or unfilled due to a current employee completing their two-year commitment in the position, at the discretion of the Fire Chief or their designee, an internal recruitment will be conducted. Initially, only current Battalion Chiefs who have passed probation will be eligible to apply for and be selected for these Battalion Chief positions at the discretion of the Fire Chief or their designee.

If there are no applicants for these positions by the established closing date of the initial recruitment, the recruitment posting period will be extended. During this extended posting period, current Battalion Chiefs who have not yet passed probation will be eligible to apply for and be selected for these Battalion Chief positions at the discretion of the Fire Chief or their designee.

If there are no applicants for these positions by the established closing date of the extended recruitment posting period, the recruitment posting period will be extended again. During this specific extended posting period, any current Fire Captain on the current Battalion Chief eligibility list will be eligible to apply for and be selected to Work Out of Classification in these Battalion Chief positions at the discretion of the Fire Chief or their designee. **Note: This option, as stated in this paragraph, is only available if the need to fill a 40-hour Battalion Chief position is due to an actual positional vacancy within the Battalion Chief rank AND there is a current Battalion Chief eligibility list.**

If, at the closure of the final extended recruitment posting period there are still no applicants, the least senior Battalion Chief who has completed their probationary period may be selected for the position at the discretion of the Fire Chief or his/her designee.

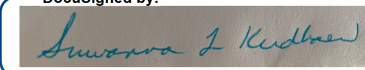
3. Electronic Signatures. Unless otherwise prohibited by law or District policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the District. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

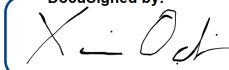
4. If ratified by the Union and adopted by the Board, this Side Letter shall become effective immediately following adoption by the Board.

**IT IS SO AGREED:**

FOR THE SANTA CLARA COUNTY  
CENTRAL FIRE PROTECTION  
DISTRICT

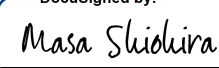
FOR THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 1165

DocuSigned by:  
  
98B86E1ABD243C  
SUWANNA KERDKAEW  
Fire Chief

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XAVIER OCAFRAIN  
Local 1165 Representative

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County Counsel

APPROVED AS TO FORM & LEGALITY

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644321D76A8A4F7  
MASA SHIOHIRA  
Lead Deputy County Counsel