

**Side Letter of Agreement
between the
Santa Clara County Central Fire Protection District
and
IAFF Local 1165 – General Membership Unit (GMU)**

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 General Membership 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 4 – OTHER COMPENSATIONS

F. Work-Out-of-Classification

Both parties agree when an employee is temporarily assigned work-out-of-classification as a substitution for an employee temporarily absent because of injury, sickness, vacation or other leaves; or in order to remedy a temporary emergency situation, employees with higher-class assignments shall be compensated at a rate equivalent to a ten percent (10%) increase of the employee's base salary. Any differentials that are paid to the employee in their home position shall continue to be paid based on the base pay rate of the home position.

When a Fire Captain is placed in a Work Out of Classification assignment as the Training Battalion Chief, Operations Battalion Chief, or the Battalion Chief Pre-Fire Management & Wildfire Resilience, the Fire Captain shall be compensated at a rate equivalent to Step 3 of the 40-hour Battalion Chief salary range for all hours worked in this assignment. No additional Work Out of Classification differential will be applicable. However, any hours worked by this individual as a line Battalion Chief will be compensated at their current Fire Captain salary step, plus the 10% Work Out of Classification differential.

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 4 – Other Compensations” will thereafter state:

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Ratified: 08/13/2024

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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.

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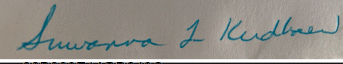
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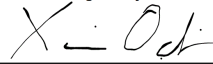
4. If ratified by the Union and adopted by the Board, this Side Letter shall become effective immediately following adoption by the Board.

IT IS SO AGREED:

FOR THE SANTA CLARA COUNTY
CENTRAL FIRE PROTECTION
DISTRICT

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL 1165

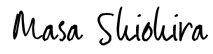
DocuSigned by:

98B860E1ABD243C
SUWANNA KERDKAEW
Fire Chief

DocuSigned by:

1C3A0060078243A
XAVIER OCAFRAIN
Local 1165 Representative

DocuSigned by:

CBB7207010D449D
TONY LOPRESTI
County Counsel

APPROVED AS TO FORM & LEGALITY

DocuSigned by:

644321D16A8A4E7
MASA SHIOHIRA
Lead Deputy County Counsel