Side Letter of Agreement #1

Between

LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY and

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1974 BATTALION CHIEF'S UNIT, AFL-CIO;CLC

The Livermore-Pleasanton Fire Department Joint Powers Authority (hereinafter referred to as the "JPA"), a joint powers authority whose members include the City of Livermore and the City of Pleasanton, and the International Association of Fire Fighters, Local 1974 Battalion Chief's Unit, AFL-CIO-CLC (hereinafter referred to as the "Union") are parties to a Memorandum of Understanding ("MOU") effective July 1, 2025 through June 30, 2028.

This Side Letter Agreement ("Agreement") is entered into between the JPA and the Union to establish the agreed upon modifications of existing language. The JPA and the Union are collectively referred to herein as the "Parties."

The specific provisions contained in this Agreement are intended to supersede any previous agreements, where oral or written, regarding matters contained in this Agreement. Further, except as provided herein, all other terms and conditions of employment presently enjoyed by the Union in the existing MOU shall remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this Agreement and its implementation.

9.5 Vacation Sell Back

Effective through December 31, 2026, the following process shall remain in effect: Employees may request to sell back up to two hundred forty (240) hours of accrued vacation leave in each calendar year. Employees may sell back accrued vacation leave in one (1) hour increments with a minimum sell back of eight (8) hours on the first pay date in March, June, September and December of each year. Written requests for payment must be made by the employee fifteen (15) days in advance of the first pay date in March, June, September and December.

Beginning in calendar year 2027, employees may request to sell back vacation hours on either or both the first pay date on or after June 1 and the first pay date on or after December 1. At each pay date, employees may sell back up to the amount of vacation they have accrued during that calendar year as of the pay date(s) elected, up to a maximum of two hundred forty (240) hours for the year. Written elections must be submitted by December 31 of the preceding calendar year.

Employees may sell accrued time in one (1) hour increments, with a minimum of eight (8) hours.

Elections will not carry over from one calendar year to the next calendar year. An employee who fails to elect by December 31st of the preceding calendar year to sell vacation for the following year will be deemed to have elected not to participate, and they will be prohibited from receiving any vacation sell back during that year.

An employee's election with regard to vacation sell back shall be irrevocable, except in the event of an unforeseeable emergency, as defined by IRS rules and regulations, as in effect on September 17, 2024. The definition of "unforeseeable emergency" is included in Appendix A for reference. In the event of such unforeseeable emergency, an employee may apply to the Director of Human Resources and Labor Relations to receive vacation sell back in an amount that is reasonably necessary to satisfy the emergency need, up to two hundred forty (240) hours of accrued vacation leave, including any amounts that may be necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated as a result of the vacation sell back.

LOCAL 1974, IAFF, Battalion Chief's Unit

By:
Signed by:
Craig Berchtold
D01C8DA0B456405...
Craig Berchtold

Signed by:
James Smith
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James Smith

Livermore-Pleasanton Fire Department Joint Powers Authority

By:
Signed by:
Joseph Calabrigo
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Joe Calabrigo, City of Pleasanton

Signed by:
Marianna Burch
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Marianna Burch, City of Livermore