ADDENDUM TO
SIDE LETTER OF AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY
AND
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION
IAFF-LOCAL 3631
FOR THE FIREFIGHTER UNIT

This Addendum to Side Letter of Agreement ("Agreement") between the Orange County Fire Authority ("Authority") and the Orange County Professional Firefighters Association, IAFF – Local 3631 ("Association"), (collectively, "Parties") is entered into with respect to the following:

WHEREAS, on September 28, 2018, the Parties entered into a side letter addressing interview panels and Limited Term Employees. The fully executed side letter is below as Attachment A; and

WHEREAS, as part of the Parties’ negotiations for a successor Memorandum of Understanding with a term of September 1, 2020 to August 31, 2022, the Parties agree to modifications to the side letter dealing with use of Limited Term Employees; and

WHEREAS, the following sets forth the Parties’ Agreement:

1. The Parties agree that this addendum to their side letter with the original side letter will be attached to the Parties’ MOU as Appendix J.

2. The Parties agree that the expiration date of August 31, 2020 in the original side letter no longer applies. As such, the side letter does not have an expiration date and will continue as the Parties’ agreement subject to changes when the parties negotiate any future successor MOUs.

3. The OCFA’s team of Limited Term Handcrew Firefighters (referred to as the Irvine Seasonal Handcrew) can continue to work as Limited Term Handcrew Firefighters through the end of their current deployment (i.e., end of the season approximately November 1, 2020).

4. The OCFA is permitted to either use the current Limited Term Handcrew Firefighters or recruit for new Limited Term Handcrew Firefighters through the end of the deployment in 2021 (i.e., end of the season approximately November 1, 2021).
5. Except as provided in the Parties' original side letter (attached as Attachment A), the OCFA may not use Limited Term Handrew Firefighters beyond the end of the deployment in 2021 (i.e., end of the season approximately November 1, 2021), unless the Parties reach an agreement to permit it or the original side letter (Attachment A) is changed through future labor negotiations.

FOR THE ORANGE COUNTY FIRE AUTHORITY

Mark Sanchez  
Deputy Fire Chief Operations  
7/8/20  
Date

Lori Zeller  
Deputy Chief/Division and Support Bureau  
7/8/20  
Date

Peter Brown  
Labor Negotiator  
7/13/20  
Date

FOR THE ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION

Reid Gibson  
Vice President  
7/1/20  
Date

Ryan Bishop  
Vice President  
7/1/20  
Date

Michael A. McGill  
Labor Negotiator  
7/13/2020  
Date
SIDE LETTER OF AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY
AND
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION
IAFF-LOCAL 3631
FOR THE FIREFIGHTER UNIT

This Side Letter of Agreement ("Agreement") between the Orange County Fire Authority ("Authority") and the Orange County Professional Firefighters Association, IAFF – Local 3631 ("Association"), (collectively, "Parties") is entered into with respect to the following:

WHEREAS, on August 27, 2018, the Parties met to discuss several issues, two of which were the composition of interview panels for Firefighter Trainees and the use of Limited Term Employees; and

WHEREAS, as a result of the Parties’ meeting, they reached a few agreements which they wish to memorialize; and

WHEREAS, the following sets forth the Parties’ Agreement:

1. Interview Panels:
   a. For Firefighter Trainee recruitments which will occur following the last date of execution of this Agreement, the Authority will use three employees per panel at the ranks of Fire Apparatus Engineer and Fire Captain as raters on the panel interviews.

   b. If, in setting up the panel interviews, the Authority is having any issues with adequately staffing the panels with current employees at the ranks of Fire Apparatus Engineer and Fire Captain, the Authority will notify the Association approximately forty-five (45) days before the interview panels are scheduled to convene. The purpose will be to discuss the issues (e.g., the need to force employees to staff the panel or backfill a shift of an employee who will be on the panel or to use retired employees on the panels) so that the issues can hopefully be resolved by mutual agreement in advance of the interviews. The goal will be that approximately thirty (30) days before the panel interviews convene, the Parties will evaluate the progress of resolving the issues so that by the time the panels convene, they will run smoothly.

   c. If mutual agreement is not achieved through discussions per Section 1.b., then the Authority will proceed with the panel composition identified in Section 1.a.
2. Use of Limited Term Employees:
During their meeting on August 27, the Parties discussed an issue regarding the use of Limited Term employees as provided for in their current Memorandum of Understanding (MOU) which has a term of September 1, 2016 through August 31, 2020. The Authority had hired a Limited Term Employee due to a Hand Crew Firefighter being on a long-term workers’ compensation leave. The Association took the position that the Authority was not permitted to hire a Limited Term Employee in that situation, but rather, is only permitted to hire Limited Term Employees if a member of the bargaining unit is on an “Official Leave” as defined in the MOU. The Parties disagree on their respective interpretations of the MOU on this issue.

However, to avoid a grievance or other challenge regarding the Authority’s use of Limited Term Employees during the remainder of the term of the Parties’ current MOU (the Parties can, if they desire to do so, modify their MOU on this issue during upcoming negotiations for a successor MOU) the Parties agree to the following:

For the remainder of the term of the Parties’ current MOU – through at least August 31, 2020, unless otherwise agreed to by the Parties, Hand Crew Firefighter is the only rank (represented by the Association) for whom the Authority may hire Limited Term Employees.

The Parties agree that the intent is to utilize limited term employment status temporarily only to fill behind a long term leave of a permanent Hand Crew Firefighter. The Parties also agree that the intent is to maintain a permanent crew of regular status Hand Crew Firefighters. If there is a dramatic decrease in the number of permanent Hand Crew Firefighters caused by leaves of absence which impacts the crew’s ability to operate, the parties will meet to discuss options.

FOR THE ORANGE COUNTY FIRE AUTHORITY

Brigette Gibb
Human Resources Director

Lori Zeller
Assistant Chief, Business Services

Peter Brown
Labor Negotiator

Date
9/28/18

Date
9/28/18

Date
9/28/18
FOR THE ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION

Tim Steging
Vice President

9/28/18
Date

Michael A. McGill
Labor Negotiator

9/28/12
Date