SIDE LETTER OF AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY
AND
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION
FOR THE FIREFIGHTER UNIT

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

WHEREAS, on or about November 23, 2015, the Parties entered into a Side Letter titled "Urban Search and Rescue Post Positions at Station 54 Agreement" on the subject of employee transfers into (emphasis added) Urban Search and Rescue (USAR) post positions at Station 54; and

WHEREAS, the language from this Side Letter was later incorporated into the provisions of the Memorandum of Understanding (MOU) between the Authority and the Association, and this language remains effective today under Article XXIV, Section 3.H.4, of the 2016-2020 MOU; and

WHEREAS, a recent review raised awareness by the Parties’ that the current language in Article XXIV, Section 3.H.4 of the MOU only addresses employee transfers into USAR post positions at Station 54, and was silent as to employees who were already assigned to USAR post positions at Station 54 prior to entering into the November 23, 2015 Side Letter; and

WHEREAS, as a result of the Parties’ discussion, they agreed to modify the language to clarify that the original intent of the Side Letter only applied to employees transferring into USAR post positions at Station 54 after November 23, 2015, however, moving forward from the date of this Side Letter, the requirements delineated in the Side Letter will apply to all employees assigned to post positions at Station 54, regardless of transfer date; and

WHEREAS, the following redlined changes reflect the Parties’ Agreement to clarify the language of Article XXIV, Section 3.H.4 of the 2016-2020 MOU:

4. Employees Assigned to Who Transfer into USAR Post Positions at Station 54: The following additional requirements enumerated in Section 3.H.4, were originally established by Side Letter as applicable effective November 23, 2015 to all employees transferring into USAR Post Positions at Station 54, without referencing application to employees who were already assigned to USAR Post Positions at Station 54 prior to November 23, 2015. Effective September 3, 2019, the following requirements in Section 3.H.4 shall apply to all employees assigned to USAR Post Positions at Station 54 in order to be eligible for the USAR Pay described above in Section 3.H.1 through 3.H.3, regardless of whether they transferred before or after November 23, 2015.

a. After the employee transfers into the USAR post positions (Station 54) they are required to successfully complete the required state certification courses at the OCFA’s expense, including Confined Space Awareness, Rescue Systems 1, and Trench Rescue.
b. Employees who transfer into USAR post positions (Station 54) will be eligible to receive the USAR Pay as outlined in Section 3.F.1 through 3.F.3 above.

e.b. Employees who transfer into designated USAR positions (Station 54) and who have not completed the minimum training will be assigned to attend the next available and appropriate classes as noted above, at the OCFA’s expense, within one year of transfer to a post position.

d.c. Employees who attend the USAR classes noted at OCFA’s expense must successfully complete such courses. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses and will forfeit their USAR position and will be administratively assigned to an open position. Prior to employees being removed from their post position the program manager will evaluate on a case by case basis.

e.d. All employees permanently assigned to Station 54 are required to obtain and maintain a Class A driver’s license and OCFA Code 3 Authorization within 6 months from date of assignment. Once employees obtain a valid Class A driver’s license they will be eligible to receive the USAR Pay as outlined in Section 3.H.13.F.1 through 3.H.33.F.3.

f.e. Employees who are unable to successfully obtain their Class A driver’s license in the 6 month timeframe will forfeit their USAR position. They will be administratively assigned to an open position not requiring a Class A driver’s license. Prior to employee being removed from their post position the program manager will evaluate on a case by case basis.

g.f. The OCFA shall provide the necessary training, as well as provide the required physical examination and pay for the related costs necessary to acquire this license.

h.g. OCFA will provide additional training, at the OCFA’s expense, as necessary for the positions associated with Station 54 and the management of the logistics functions of the USAR team.
FOR THE ORANGE COUNTY FIRE AUTHORITY

Lori Zeller
Deputy Chief, Administration & Support Bureau

Tia Grasso
Human Resources Manager

9/6/19

FOR THE ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION

Tim Steging
President

Ryan Bishop
Vice President

9/10/19

9/6/19

Date

Date