SIDE LETTER OF AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY
AND
ORANGE COUNTY EMPLOYEES ASSOCIATION
FOR THE
GENERAL AND SUPERVISORY MANAGEMENT UNITS

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

WHEREAS, the current Memorandum of Understanding (MOU) between the Parties became effective on August 23, 2021 and expires on April 26, 2027; and

WHEREAS, the MOU does not address the concept of flexible staffing bargaining unit members into higher-level paygrades within the same classification or into higher-level classifications within the same job family; and

WHEREAS, the Parties desire to establish terms and conditions associated with flexible staffing certain bargaining unit classifications into higher-level classifications within their classification series.

NOW, THEREFORE, in consideration of the foregoing, effective January 1, 2024, the Parties agree as follows:

1. Promotions through flexible staffing shall only apply to budgeted positions. OCFA is under no obligation to create higher-level positions to advance incumbents to higher-level positions.
2. Classifications that are flexibly staffed (as set forth in paragraph 6 below) will allow for the following:
    a. The incumbent shall not serve a new probationary period and shall immediately be considered to be in regular status in the new classification;
    b. The incumbent's salary shall be placed at the step that is closest to a five and one-half percent (5.5%) increase in the new range over the step the incumbent was in prior to the promotion; and
    c. The incumbent shall be eligible for a merit increase following completion of the first twenty-six (26) weeks of service in the new classification, and this date shall reset the incumbent's salary anniversary date and performance review date.
3. The criteria to determine when an incumbent is eligible for a flexible staffing promotion shall include the following:
    a. The incumbent is performing satisfactorily in the current classification based on their most recent performance evaluation;
    b. The incumbent has completed probation in the current classification;
    c. The incumbent meets the minimum qualifications for the higher level classification;
    d. The Department has a budgeted higher-level position in a classification listed under paragraph 6 of this Agreement; and
    e. The Department Head supports the movement of the incumbent into the higher-level classification.

4. Where two or more qualified incumbents meet the minimum qualifications for the higher-level classification, OCFA will conduct a selection process with all interested qualified incumbents.
5. OCFA maintains the sole discretion to fill a higher-level classification through flexible staffing, and the decision is not subject to appeal or grievance.
6. Classification series that may be considered for flexible staffing are the following:
    a. Accounting Support Specialist/Sr. Accounting Support Specialist
    b. Communications Installer I/II
    c. EMS Nurse Educator I/II
    d. Equipment Parts Specialist/Sr. Equipment Parts Specialist
    e. Equipment Technician I/II
    f. Heavy Equipment Technician I/II
    g. Human Resources Analyst I/II
    h. Permit Technician I/II
    i. Service Center Technician I/II

    Classification series may be added to this list by mutual agreement of the Parties.

ORANGE COUNTY FIRE AUTHORITY

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ORANGE COUNTY EMPLOYEES ASSOCIATION

Jessica Salazar
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April 16, 2024
Date