

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, the Parties are subject to a Memorandum of Understanding ("MOU") in effect for the period of March 23, 2023 through March 22, 2027; and

WHEREAS, the Parties mutually agree to enter an agreement on the subject of the Dozer/Swamper Program as follows.

THEREFORE, the Parties hereby agree to the following:

Dozer Program

1. The Dozer program shall be subject to constant staffing effective October 2, 2026. Daily staffing shall include one (1) Heavy Fire Equipment Operator and one (1) Swamper.
2. Each shift may be assigned an HFEO Apprentice. During the development of the HFEO Apprentice program, the Apprentice position will be filled when possible based on the availability of qualified personnel in the program. The HFEO Apprentice shall not be subject to constant staffing.
3. Three (3) Dozers will be staffed utilizing Fire Station 47, Fire Station 58, Fire Station 51. The locations of the dozers may be changed with mutual agreement of the Parties.

Heavy Fire Equipment Operator (HFEO)

1. The HFEO position shall transition from a 40-Hour workweek Staff schedule to a 56-Hour workweek Shift schedule effective October 2, 2026.
2. The current 40-Hour base pay for HFEO will be converted to the 56-Hour base rate of pay. All applicable incentives and FLSA pay will be applied to the converted 56-Hour base rate of pay. The HFEO pay shall continue to match Fire Captain base salary range.
3. The three (3) HFEO positions will be reflected on Master Position Control list.

4. Two (2) of the HFEO positions will be filled by two (2) current full-time HFEOs through Seniority bid that shall include fire station and shift assignment.
5. One (1) HFEO position will be filled by Administrative Assignment for a period of at least eighteen (18) months from the effective date of this agreement. Current, qualified relief HFEO Journeymen will serve three (3) month rotating Administrative Assignments based on seniority. At the conclusion of eighteen (18) months and establishment of an adequate relief pool, the Parties agree to a recruitment process to permanently fill this shift. The recruitment interview panel will be consistent with the Memorandum of Understanding for the Firefighter Unit effective during the recruitment.

Dozer Swamper

1. The Parties shall develop the Swamper position and open recruitments no later than 60 days from the signing of this Side letter agreement, unless extended by mutual agreement of both parties.
2. During the development of the Swamper position, Handcrew Firefighters will continue to be utilized as Qualified Swampers for their 10-hour shift and the remainder of the 14-hour shift on overtime, until the Swamper recruitment is complete.
3. The Swamper position will only be available to Firefighters and Engineers. Current qualified Handcrew Firefighters will have their qualifications grandfathered and will remain eligible to work as Swampers until an adequate relief pool of qualified Firefighters and Engineers are available to work the Swamper position.

HFEO Apprentice

1. The Parties shall meet and confer on changes to the HFEO Apprenticeship program no later than 60 days from the signing of this Side Letter Agreement, unless extended by mutual agreement of the Parties
2. The timing of the 24-hour HFEO Apprentice position will be dependent on the budgeting process.
3. The HFEO Apprentice program will only be available to current Firefighters, Fire Apparatus Engineers, and Fire Captains. Current Handcrew Firefighters participating in the HFEO Apprentice program and Handcrew Firefighters who have achieved HFEO Journeyman status will have their qualifications and eligibility grandfathered.
4. The Parties shall ensure that any changes to the HFEO Apprenticeship program will be memorialized in an amendment to the existing Side Letter of Agreement (Appendix F-2) between the Parties on the terms and conditions of the HFEO Apprenticeship program.

ORANGE COUNTY FIRE AUTHORITY

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Robert Cortez
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Deputy Chief, Administration & Support Bureau

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Date

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