



# Moraga-Orinda Fire District

## **Side Letter of Agreement Between Moraga-Orinda Fire Protection District and Moraga-Orinda Fire Chief Officers' Association**

The Moraga-Orinda Fire Protection District (District) and Moraga-Orinda Fire Chief Officers' Association (MOFCOA) agree to the following provisions set forth in this Deputy Fire Chief Right of Return Side Letter.

The parties acknowledge that the District has created a Deputy Fire Chief position in the 2024-25 budget. The Deputy Fire Chief will serve at the pleasure of the Fire Chief, and it is understood that the District may or may not fund this position in future budgets. At the request of MOFCOA, the position will not be represented in the MOFCOA bargaining unit ("the bargaining unit"). However, recognizing that the position will be filled by an employee promoted from the bargaining unit, and that, should an incumbent from the bargaining unit be promoted to that position, the parties wish to ensure return rights to permanent employment status within the bargaining unit, the parties agree as follows:

1. Should the Deputy Fire Chief position be eliminated or unfunded in a future budget, any incumbent in that position who remains a member of the District in good standing and who previously was a member of the bargaining unit, shall have a right to return to employment in the bargaining unit to the rank of Battalion Chief.
2. Should these rights be exercised at a time there is not a Battalion Chief vacancy, the District will fund the 40 hour Training Battalion Chief position until such a time as there is a Battalion Chief vacancy through attrition. The District will not demote or displace a Battalion Chief from an assignment to create a vacancy for a reverting Deputy Fire Chief. Nothing herein, however, shall limit the discretion of the Fire Chief to assign Battalion Chiefs as appropriate to meet the needs of the District.
3. Should a reversion event occur, the parties agree to meet and confer prior to the reclassification of any personnel.
4. If the District's decision to discontinue the Deputy Fire Chief position occurs in conjunction with a vacancy in the Deputy Fire Chief position, the provisions of this side letter shall not apply.
5. This Side Letter shall expire at the same time as the successor to the 2021-2024 MOU expires, or upon the elimination of the Deputy Fire Chief position (and, if necessary, reversion of the incumbent), whichever occurs first.

**For Moraga-Orinda Fire Protection District**

*Dave Winnacker*

Dave Winnacker (Aug 22, 2024 11:03 PDT)

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**David Winnacker**  
**Fire Chief**

**Date:** 08/22/24

**For MOFCOA**

*Jerry Lee*

Jerry Lee (Aug 22, 2024 11:25 PDT)

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**Jerry Lee**  
**President, MOFCOA**

**Date:** 08/22/24









# Deputy Fire Chief Right of Return Side Letter 8-15-2024

Final Audit Report

2024-08-22

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