

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

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

**WHEREAS**, the Parties’ Memorandum of Understanding (MOU) has a term of March 23, 2023 to March 22, 2027; and

**WHEREAS**, the Parties wish to modify certain provisions of their MOU in Article XXVIII; and

**WHEREAS**, the following sets forth the Parties Agreement:

The Parties agree to modify their MOU as can be seen by the track changes to the applicable provisions in Article XXVIII set forth below.

**ARTICLE XXVIII**

**RELEASE TIME**

**Section 1. Release Time for Authority Business**

- A. Notwithstanding release time provided under the Meyers-Milias-Brown Act (MMBA), when an Association officer is conducting business on behalf of and in the interest of the Authority, upon mutual agreement of the Assistant Chief of Operations, or in their absence, the Fire Chief or designee, the President of the Association, and/or the Association Officer(s) shall be released from duty at no expense to the Association.

**Section 2. Release Time for Association Business**

- A. Notwithstanding release time provided under the Meyers-Milias-Brown Act (MMBA), the Authority shall provide a mechanism whereby members of the bargaining Firefighter Unit (i.e., classifications represented by the Association) shall have a portion of their~~contribute~~ holiday compensation hours in lieu of pay designated to a “Union Time Bank” as outlined in this Section and referenced in Article VI. Such

Union Time Bank will be solely maintained ~~and as a result of time donated by members of the Firefighter Unit and will be~~ used at the discretion of the Association's Board of Directors, for conducting Association business.

~~B. As a result of this Agreement being ratified by the members of the Firefighter Unit, employees within the Firefighter Unit shall donate time as provided in Article VI, Sections 2.A.1, 3.A.1, and 3.A.3.~~

~~C.B. Holiday hours will not be donated if the Union Time Bank exceeds ten thousand (10,000) hours. The Authority shall apply the following steps regarding the designated hours in processing the donations:~~

1. ~~Donated~~ The hours will be converted to dollars based on ~~each~~ the employee's current hourly base rate.

~~2. For administrative purposes, the Union Time Bank balance will be determined by taking the current account balance (in dollars) in the Union Time Bank and dividing by the current top step Fire Captain base rate.~~

~~3. Donations will be accepted until the balance exceeds the equivalent of 10,000 hours for holiday donations. Prior to a holiday donation, the following calculation will be used to determine if donations will be accepted:~~

~~Calculate the current Union Time Bank account balance by dividing the current balance (in dollars) by the current top step Fire Captain base rate.~~

~~a. If the balance is less than 10,000 hours, donations will be processed.~~

~~If two (2) holidays occur within a pay period, each will be calculated and processed separately.~~

~~No partial donations will be processed. This process requires either all the employees will donate or none will donate.~~

~~2. Usage of the Union Time Bank will be determined by calculating the individual user's current hourly base rate and multiplying that amount by one and one half (1.5) to determine the hours charged. When Union Time Bank is used by members of the Association, it will be charged the dollars equivalent to the current hourly base rate at time and one half (1.5) of the employee using the leave. This will ensure a capture of backfill cost for the use of the leave.~~

~~4.3. The designation of holiday hours to the Union Time Bank is donation requirement will not apply to the two (2) hour spring holiday compensation, as identified in Article VI, Section 2.A.3 and Section 3.A.7.~~

~~C. The Association shall notify the Authority of the intended number of hours for use prior to such use.~~

~~D. The rate of hours used by the Association will be based on the specific employee's classification and hourly costs to backfill for that classification as identified in Section 2.C.4 of this Article.~~

~~E. All donations will be irrevocable.~~

### **Section 3. Release Time for the Association President or Officers**

A. It is recognized and agreed that there are times when the OCFA's interest and the Association's interest are aligned, and it would be in the parties' best interest to collaborate collectively to achieve certain legislative agendas or develop strategies to address other issues. To accomplish this collaboration the parties recognize the need to have the Association President and/or various officers of the Association be released from duty in order to utilize their knowledge and expertise to promote mutually beneficial local, state, and federal legislative initiatives. Therefore, the parties agree as follows:

1. The OCFA will provide up to 2038 hours of release time per calendar year for use by the Association President or officer(s) to pursue matters of common interest. The Association agrees to make an additional 874 hours available from the Association's "Union Time Bank" for this purpose.
2. The Association President or officers will be treated as though they are on an authorized, paid leave of absence while utilizing release time.
3. During the term of this MOU, the Association President will report to the Fire Chief or ~~their~~his designee and provide quarterly activity reports on release time usage for matters identified as being of mutual interest.
4. The Association President and officers will be required to maintain certifications and complete all mandatory training required by rank and assigned duties.
5. The Association President will continue to be eligible for voluntary backfill assignments through the staffing system. However, they will be exempt from forced hire for non-emergency backfill assignments.
6. The Association President and officers shall not engage in activities that promote or oppose the election of any public official or the support or defeat of any ballot measure during their regularly scheduled shifts for which they are using OCFA provided release time.

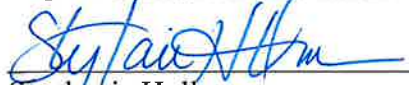
**ORANGE COUNTY FIRE AUTHORITY**



Terry (TJ) McGovern  
Deputy Chief, Emergency Operations Bureau



Lori Zeller  
Deputy Chief, Administration & Support Bureau



Stephanie Holloman  
Assistant Chief/Human Resources Director

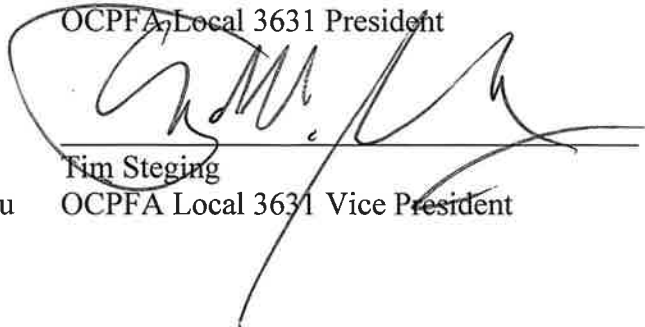
2/13/24

Date

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL FIREFIGHTERS  
ASSOCIATION**



Chris Hamm  
OCPFA Local 3631 President



Jim Steging  
OCPFA Local 3631 Vice President

2/13/2024

Date