

**SIDE LETTER OF AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY EMPLOYEES' ASSOCIATION**

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

**WHEREAS**, the parties entered into a side letter agreement on June 3, 2019 (attached hereto as Attachment A) regarding the terms and conditions of employment related to the classifications of Fire Communications Dispatchers and Fire Communications Supervisors; and

**WHEREAS**, the parties desire to enter into this Agreement on the subject of meals breaks and rest periods for Fire Communications Dispatchers and Fire Communications Supervisors; and

**WHEREAS**, each of the agreements set forth below shall become effective on the first day of the pay period following execution of this Agreement by the last person who executes the Agreement, and

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

1. Article I, Section 1 A 3 e iv of the Parties' MOU is modified as follows:
  - iv. Employees will receive a paid meal break of one (1) hour during their twelve (12) hour shift. As addressed on Section 2B below, employees who work a shift between six (6) hours and eleven and three quarters' (11.75) hours shall receive an unpaid meal break which they have the option to take or decline. During an employee's meal break, employees may, with their supervisor's approval, leave the premises of the Emergency Communications Center (ECC), as long as they can return to work within fifteen (15) minutes. Employees can be called back to work at the discretion of their supervisor to address any operational necessity and therefore, if they leave the ECC during a meal break (or combination of rest period and meal break as addressed in Section 2 below), they must be reachable by cell phone. An employee whose unpaid meal is interrupted by a supervisor (by being called or requested to return to the ECC) shall be paid for their meal break.
    - a. Employees will receive a paid overtime meal for forced overtime. If the OCFA does not provide a meal, employees will be reimbursed up to twenty dollars (\$20) for a meal. Forced overtime is defined as 1) if an employee is forced to come in early or held over on his/her regular shift and the total combined hours worked is at least fourteen (14) hours or 2) an employee is called in to work on his or her off day without prior notice so there was no planning to bring a meal.

2. Article I, Section 2 A of the Parties' MOU is modified as follows:

**Section 2. Rest Periods, Cleanup Time, and Meal Breaks**

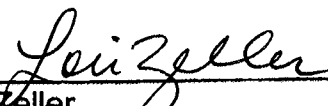
- A. Employees shall be allowed rest periods of at least fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the Authority, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a workday or meal break. The Authority may designate the location(s) at which rest periods may be taken. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.
  - 1. For Fire Communications Dispatchers and Fire Communications Supervisors, one or more rest periods within a particular day may be combined together, and/or may be combined with the meal break. These employees shall communicate with their supervisors to determine the meal break and rest periods, but shall have flexibility on each day regarding the combination of a rest period(s) with the meal break.
- 3. The following provision is added as new Section 2B to Article I of the Parties' MOU as follows:
  - A. Fire Communications Dispatchers and Fire Communications Supervisors will receive meal breaks and rest periods in accordance with the following ranges based on their scheduled hours:
    - 0 – 3.75 hours: No paid meal break or rest period
    - 4 – 5.75 hours: One (1) fifteen (15) minute paid rest period
    - 6 – 7.75 hours: One (1) fifteen (15) minute paid rest period and a thirty (30) minute unpaid meal break (forty-five (45) minutes total if combined)
    - 8 – 11.75 hours: Two (2) fifteen (15) minute paid rest periods and a thirty (30) minute unpaid meal break (one (1) hour total if everything is combined)
    - 12 – 13.75 hours: Two (2) fifteen (15) minute paid rest periods and a one (1) hour paid meal break (one (1) hour and thirty (30) minutes total if everything is combined)
    - 14 – 15.75 hours: Two (2) fifteen (15) minute paid rest periods, and a one (1) hour paid meal break prior to the end of the first twelve hours worked (one (1) hour and thirty (30) minutes total if everything is combined), and one additional fifteen (15) minute paid rest period after the initial twelve (12) hours worked which may not be combined with rest periods and meal breaks assigned during the first 12 hours.

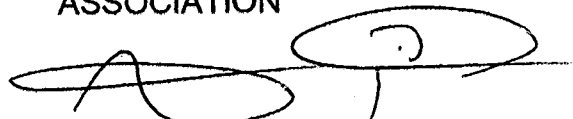
16 hours: Two (2) fifteen (15) minute paid rest periods, and a one (1) hour paid meal break prior to the end of the first twelve hours worked (one (1) hour and thirty (30) minutes total if everything is combined), and an additional thirty (30) minute paid meal break during the hours worked between twelve (12) and sixteen (16) hours which may not be combined with rest periods and meal breaks assigned during the first 12 hours.

1. The length of a shift is inclusive of meal and rest breaks. Employees who work shifts between six (6) hours and eleven and three quarters (11.75) hours that qualify for unpaid meal breaks have the option to decline the unpaid meal break and be paid for the entire length of the shift. Employees who take their unpaid meal break will be paid for the length of the shift minus the thirty (30) minute unpaid meal break. For example, an employee who works an eight (8) hour shift from 0700 – 1500 who takes the unpaid meal break, will be paid for seven and one half (7.5) hours for that shift.

ORANGE COUNTY FIRE AUTHORITY

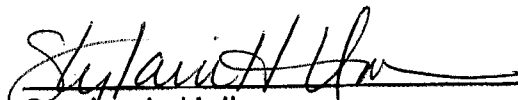
ORANGE COUNTY EMPLOYEES' ASSOCIATION

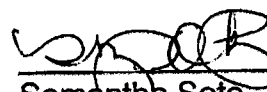
  
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Lori Zeller  
Deputy Fire Chief, Administration & Support  
Bureau

  
\_\_\_\_\_  
Aaron Peardon  
Sr. Labor Relations Representative

11/8/21  
\_\_\_\_\_  
Date

12/14/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephanie Holloman  
Assistant Chief/Human Resources Director

  
\_\_\_\_\_  
Samantha Soto  
Steward

1-7-2021  
\_\_\_\_\_  
Date

12.10.20  
\_\_\_\_\_  
Date