

**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

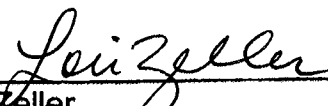
- A. Employees shall be allowed rest periods of at least fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the Authority, but in no case shall rest periods be scheduled within one (1) hour of the beginning 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.

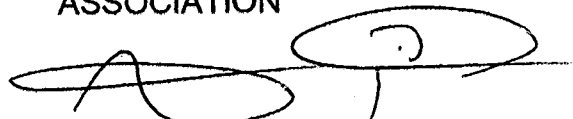
1. The length of a shift is inclusive of meal and rest breaks. Employees who work shifts between six (6) hours and eleven and three quarters (11.75) hours that qualify for unpaid meal breaks have the option to decline the unpaid meal break and be paid for the entire length of the shift. Employees who 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



Lori Zeller
Deputy Fire Chief, Administration & Support
Bureau



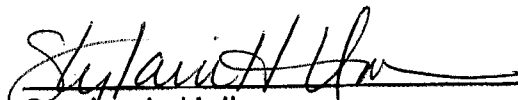
Aaron Peardon
Sr. Labor Relations Representative

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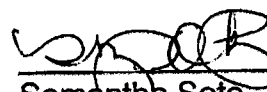
Date

12/14/20

Date



Stephanie Holloman
Assistant Chief/Human Resources Director



Samantha Soto
Steward

1-7-2021

Date

12.10.20

Date

supervisors to determine the meal and rest periods, but shall have flexibility on each day regarding the combination of a rest period(s) with the meal period.

2. 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. During this meal break, employees ~~may, with their supervisor's approval, leave~~ must remain on the premises of the Emergency Communications Center (ECC), as long as they can return to work within fifteen (15) minutes, and 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 paid meal break, must be reachable by cell phone.

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.

b. For Fire Communications Dispatchers and Fire Communications Supervisors, if they work overtime so that their total combined hours worked is at least sixteen (16) hours, during the hours worked between twelve (12) and sixteen (16) they shall receive an additional thirty (30) minute meal period.

3. Article I, Section 1 A 3 e ii of the Parties' MOU is modified as follows:

ii. Fire Communications Dispatchers and Fire Communications Supervisors will work one of the following shifts

- | | |
|----------------|-----------|
| a. Day Shift | 0700-1900 |
| b. Night Shift | 1900-0700 |
| c. Overlap 1 | 0900-2100 |
| d. Overlap 2 | 1300-0100 |

The parties agree that during the term of this MOU, they may mutually agree to modify the overlap shifts by adding another overlap shift, deleting one or both of the overlap shifts or modifying the start times of one or both of the shifts.

Day and night shift start times will not change. Overlap start times may be adjusted based on needs of the operation as provided in Article I, Section 1.A.4.

The determination of which employees will work which of the above shifts will be made as follows: Starting in the second week of October of each year, employees shall submit shift preferences (A or B shift and days, nights or overlap shifts up to eight (8) preferences) to the Emergency Command Center Manager for shifts which will start in the pay period which includes January 1 of the following calendar year. Shift assignments will be made by the Manager based on a combination of seniority and operational needs.

Effective in the pay period which includes July 1 of each calendar year, employees (~~some~~ of all, or none) will be rotated between the night, day or overlap shifts of the shift on which they are currently working. Between May 1 and June 15 of each year, employees are permitted to make a request to remain on their then current shift. If two employees who would otherwise change shifts can be accommodated to remain on their then current shift (without interfering with the seniority rights to choose shifts of others), such accommodation(s) will be made as much as possible.

Shift assignments for the entire upcoming calendar year will be published in the Emergency Command Center in the first week of November.

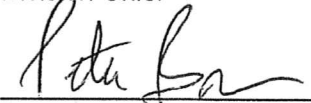
ORANGE COUNTY FIRE AUTHORITY



Lori Zeller, Deputy Chief
Administration and Support



Kenny Dossey
Division Chief




Peter Brown
Labor Negotiator

6/3/19

Date

ORANGE COUNTY EMPLOYEES ASSOCIATION



Aaron Peardon
Sr. Labor Relations Representative

6/3/19

Date