

**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 2023-2027 Memorandum of Understanding (MOU) between the Parties became effective on March 23, 2023 to include numerous agreed-upon changes in language throughout the MOU; and

WHEREAS, shortly after the 2023-2027 MOU became operative, the Parties identified three areas of final language in the MOU which inadvertently failed to reflect the Parties mutually agreed-upon intent; and

WHEREAS, the Parties wish to correct the language, as documented below:

- **DEFINITIONS**

PAY PERIOD is the regularly recurring two-week period over which employee's time is recorded and paid. The payday for employees in the unit has historically been ~~eight (8) seven (7)~~ days after the end of the pay period. To ensure that there is enough time to adequately process payroll, effective in the month of March 2024, the payday will be moved. For one transition pay period, the pay period that is regularly scheduled for payment on March 29, 2024, will be moved to April 2, 2024. Effective for all subsequent pay periods, the payday will be moved to ~~fifteen (15) fourteen (14)~~ days after the end of each pay period. Employees will still be paid every two weeks, but beginning on April 12, 2024, the payday will be moved to April 19, 2024, and from thereafter, payday will be two weeks later as has always been. There shall be no loss of pay for any members resulting from this transition.

- **ARTICLE I, SECTION 2. Rest Periods, Sleep Periods, Cleanup Time, and Meal Periods**

B. Personnel assigned to strike teams or overhead assignments ~~for a minimum of 120 consecutive hours who travel eight (8) consecutive hours or more during their return to the County of Orange~~, shall be released from duty upon the disbanding of their assigned strike team or assignment as defined below.

1. If an employee returns from ~~at their~~ strike team or overhead assignment ~~(which was a minimum of 120 consecutive hours)~~ during their shift, they shall be released from duty for the remainder of the 24-hour shift and will receive full compensation for the remainder of that 24-hour shift. If the remainder of this 24-hour shift for which the employee is being released from duty is the first 24-hours of a 48-hour duty assignment, then the employee is expected to return to duty for the second 24-hour shift of their 48-hour duty assignment, unless otherwise indicated in B.2 below.

2. If an employee returns from a strike team or overhead assignment (~~which was a minimum of 120 consecutive hours~~) and they return ~~after midnight between 2000 hours and 0800 hours~~ (even if rested on a bus, plane or train), they shall be released from duty for twelve (12) hours and will be paid for any hours they were scheduled to work. This minimum twelve (12) hour rest period applies whether the returning employee returns during their shift, or not during their shift.

- **ARTICLE XI, Section 2. Disability Payments and Leave**

B. Employees Not Eligible for 4850 Benefits

1. Disability Payment and Leave

For employees who have suffered an industrial injury, illness or disease, and do not qualify for benefits pursuant to Labor Code Section 4850 (i.e., non-safety employees) the following shall apply:

- a. When an employee is compelled to be absent from duty by reason of injury, illness or disease arising out of and in the course and scope of Authority employment, the employee shall receive workers' compensation supplemental pay ~~of 13.33%~~, which—when added to the workers' compensation temporary disability benefit of 66.67% (pursuant to statutory maximums and minimums)—shall equal eighty percent (80%) of the employee's base salary for a period not to exceed one (1) year, including holidays.

- **ARTICLE XXIV, Section 2. Specialty Pay**

I. Staff Assignment Pay (SAP) and Staff Incentive Pay (SIP)

3. Eligibility Provisions for SAP/SIP

- b. Included/Eligible for SAP and/or SIP: There are situations in which employees will be eligible for SAP and/or SIP as further detailed in the MOU. These assignments are filled by an interview process and not by seniority bid. Assignments that are eligible for SAP and/or SIP include:

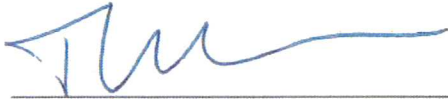
1. Crews & Equipment Superintendent, Assistant Superintendent, and Squad Boss

O. Company Officer Certification Pay

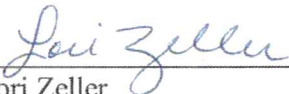
Effective March 21, 2025, employees ~~hired on or after January 1, 2017 who obtain the California State Fire Marshal Company Officer Certification,~~ shall receive one percent (1%) of the employee's base salary for Company Officer Certification Pay by satisfying one (1) of the following conditions. Training will be at the employee's expense. ~~Employees hired before January 1, 2017 who have completed the eight (8) California State Fire Marshal Fire Officer courses offered prior to 01/01/2017 are also eligible for this pay.~~ Proof of documentation is required unless previously provided as part of a promotional process (confirmation of meeting minimum qualifications in an OCFA Fire Captain promotional process).

1. Possession of the California State Fire Marshal Company Officer Certification
2. Possession of the California State Fire Marshal Fire Officer Certification (certification offered by the State before January 1, 2017)
3. Completion of the current California State Fire Marshal Company Officer curriculum, for employees who completed their coursework on or after January 1, 2017
4. Completion of the former California State Fire Marshal Fire Officer curriculum, for employees who completed their coursework prior to January 1, 2017
5. Appointment to the rank of Fire Captain

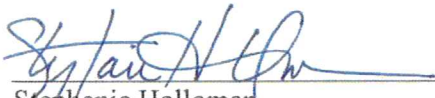
ORANGE COUNTY FIRE AUTHORITY



Terry (TJ) McGovern
Deputy Chief, Emergency Operations Bureau



Lori Zeller
Deputy Chief, Administration & Support Bureau

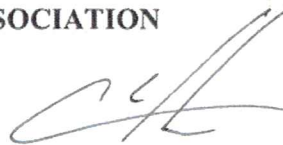


Stephanie Holloman
Assistant Chief/Human Resources Director

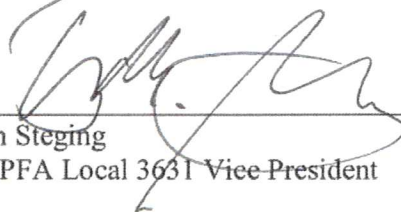
5/9/23

Date

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL FIREFIGHTERS
ASSOCIATION**



Chris Hamm
OCPFA Local 3631 President



Tim Steging
OCPFA Local 3631 Vice-President

5/9/23

Date