

SIDE LETTER OF AGREEMENT

BETWEEN

ORANGE COUNTY FIRE AUTHORITY

AND

ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION

TERM: OCTOBER 27, 2017 THROUGH AUGUST 31, 2020

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

WHEREAS, the Authority has informed the Association that there will be one "duty" staffing station (Fire Station 22) to handle the daily staffing (otherwise referred to as "duty manpower coordinator") needs for all Operations field personnel, in coordination with the battalion manpower coordinators; and

WHEREAS, the Authority has informed the Association that there is a desire to have the personnel assigned to the Truck at the duty staffing station to serve as the duty manpower coordinators (DMPCs); and

WHEREAS, the following sets forth the Parties' Agreement:

1. Effective October 27, 2017, Association and Authority agree to designate Fire Station 22 as the duty staffing station.
2. The purpose of the designated duty staffing station is to improve consistency and coordination of manpower needs, in light of the logistical complexity and heavy workload associated with the responsibilities assigned to manpower coordinators.
3. Employees who are currently regularly assigned to Truck 22 (T-22 post positions) at implementation of this Agreement will serve as duty manpower coordinators and will receive additional compensation in the amount of seven and one-half percent (7.5%) of top-step Firefighter salary for all hours worked while so assigned, including overtime hours worked on other units.
 - a. These manpower coordinators will work with personnel from Organizational Development & Training to create a Manpower Coordinator Training Program for future personnel who transfer into these designated T-22 post positions.
4. Following implementation of this Agreement, employees who subsequently transfer into these designated T-22 post positions must successfully complete the Manpower Coordinator Training Program ("Training") referenced in Section 3.a above in order to be eligible to receive the seven and one-half percent (7.5%) additional compensation, effective on the first day of the next full pay period.
 - a. Employees who transfer into these designated staffing positions (T-22) must successfully complete all minimum training courses as stated above within three months.

- b. Any employee who fails to successfully complete the training within three months, except in the case of medical or other extenuating circumstances, will not be provided further courses, will forfeit their position, and will be administratively assigned to an open position.
5. While the daily staffing needs will be coordinated by all of the duty manpower coordinators assigned to T-22, the ultimate responsibility accountability, and oversight of the program is that of the Fire Captain of that unit.
6. The parties agree that a trigger mechanism shall be developed, for implementation during larger incidents, that would cause the Authority to assign a suppression employee to a staff role in the Department Operations Center (DOC) to communicate with the DMPCs regarding the Authority's staffing needs through the duration of the incident.
7. The parties understand that, during the term of this Agreement, the Authority intends to explore alternative options for potential implementation following expiration of this Agreement. Alternative options to be explored include but are not limited to, feasibility of alternative staffing station locations, further enhancement of Staffing System automation, increased management participation in completion of manpower coordinator work, and reassessment of this seven and one-half percent (7.5%) additional compensation. However, the parties agree that they will collectively bargain over any alternative options and otherwise fulfill their obligations under the Meyers-Milias-Brown Act prior to implementing any alternative option.
8. The parties agree that, during the term of this Agreement, either party may request a reopener to discuss restructure of the duty staffing station, duty manpower coordinators, and battalion manpower coordinators. Alternatives for restructure could include, but are not limited to, centralized staffing coordination by full-time personnel hired for this dedicated purpose, assignment of staffing responsibilities to every fire station for handling the needs of their own single station, or other alternatives that may emerge as feasible options. The intent of this reopener is to provide either party an option to bring improved ideas forward that would relieve the administrative burden currently placed on T-22 personnel.

FOR THE ORANGE COUNTY FIRE AUTHORITY



Lori Zeller
Assistant Chief, Business Services

10/27/17

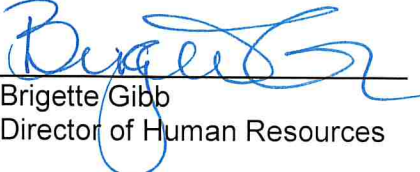
Date



Brian Young
Assistant Chief, Operations

10/30/17

Date



Brigette Gibb
Director of Human Resources

10/30/17

Date

FOR THE ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION



Baryic Hunter
OCPFA President

12/28/17

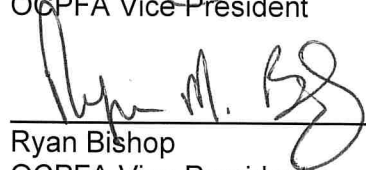
Date



Tim Steging
OCPFA Vice President

11/28/17

Date



Ryan Bishop
OCPFA Vice President

01/08/18

Date