

**SIDE LETTER AGREEMENT TO THE 2023-2026 OPERATIONS AND SERVICE
MAINTENANCE UNIT MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF ORANGE AND TEAMSTERS, LOCAL 952**

This document shall serve as a Side Letter Agreement modifying the 2023-2026 Operations and Service Maintenance Memorandum of Understanding ("MOU") between the County of Orange ("County") and Teamsters Local 952. This Side Letter shall be effective beginning with the first full pay period after it is adopted by the County's Board of Supervisors.

Article 1. Section 4. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift. This provision shall also apply to employees in the Custodian classification.
2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.
3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of eighty cents (80¢) per hour and a maximum of one dollar (\$1) per hour.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.
2. On-call duty requires the employee so assigned: (1) to be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

C. Call-Back Pay

1. When an employee returns to work because of a Department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours

work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Call-back shall be paid at one and one-half (1 -1/2) times the regular rate.
3. There shall not be any duplication or pyramiding of rates paid under this Section.
4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.
5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.
6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.
7. Notwithstanding the above, if an employee receives a "call back" within four (4) hours of the beginning of the regular shift, the employee will only be paid at time and-one-half for the time period the employee begins to work until the beginning of the employee's regular shift.

D. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional sixty (60) cents per hour (approximately one hundred four [104] dollars per month) for all hours actually paid.
 1. An employee must be assigned by departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.
 2. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
 3. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.
2. Bilingual pay shall not apply to workers' compensation supplement pay.
3. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the department head, who will consider it according to:

- a. department need;
- b. availability of a qualified replacement; and
- c. availability of another suitable assignment for the requesting employee.

E. Firefighting

Any employee, when called back to fight fires at a landfill station, shall receive fifteen (15) dollars per call in addition to call-back pay.

F. Landfill Assignment Pay for Heavy Equipment Mechanic or Equipment Welder

An employee assigned as Relief Operator shall receive an additional one dollar (\$1.00) per hour for each hour actually worked.

G. Jail Supplemental Pay

A custodial employee who is permanently assigned to perform "pipechasing" work in the Central Jail or Intake Release Center shall, in addition to his or her biweekly salary, be paid an additional fifty (50) cents per hour (approximately eighty-seven [87] dollars per month) for all hours actually paid.

H. Confined Spaces Pay

Effective June 29, 2001, employees who go underground as part of the Confined Spaces Team shall receive one (1) dollar per hour for hours paid, as defined below. Time taken at the confined space worksite to put on safety gear and time spent at the confined space worksite in safety gear in preparation for entering a confined space shall count as time spent actually working in confined spaces.

Confined spaces as used herein, shall be defined consistent with the General Safety Orders, Article 108 of Title 8, California Administrative Code examples of confined spaces which may be eligible are: compartments, ducts, sewers, pipelines, vaults and pits.

I. High Lift Pay

Employees who work upon scaffolds or hanging platforms, at or above twenty (20) feet above grade (i.e., swing stages and bosuns's chairs), including work upon a platform while rigging, shall receive a high lift pay differential. The differential will be paid only for those hours actually worked under these conditions at a rate of eighty-five (85) cents per hour, at a minimum of four (4) hours for any day in which qualifying work is performed. Travel time shall not be considered as qualifying for this differential.

J. Watercraft Differential Pay

Employees in positions in the class of Marine Mechanic regularly assigned to work on County watercraft, shall receive a differential of twenty-five (25) cents per hour for each hour actually paid.

K. Commercial Driver's License Pay

Employees in the classification of Fleet Technician II or Fleet Technician III who possess a valid Class A or B driver's license shall be eligible to receive an additional sixty (60) cents per hour for all hours paid, based on the following criteria:

1. The minimum requirement to receive this pay shall be the possession of a valid Class B driver's license with air brakes endorsement.
2. Department management will determine the level of license required for a particular assignment, and will also determine which assignment(s) will qualify to receive this pay.
3. Employees who are participants in the Department of Transportation (D.O.T.) Commercial License Program will qualify to receive this pay

L. Automotive Service Excellence (ASE) Certification Pay

1. Employees in the classification of Fleet Technician I, II or III who possess and maintain four to seven valid ASE Certifications shall receive an additional fifty-five cents (\$0.55 cents) per hour for all hours worked; this may not be combined with 2. below.
2. Employees in the classification of Fleet Technician I, II, or III who possess and maintain eight or more valid ASE Certifications shall receive an additional seventy-five cents (\$0.75 cents) per hour for all hours worked; this may not be combined with 1. above.
3. There shall not be any duplicating or pyramiding of rates paid under this section. Therefore, employees who are eligible to receive one of the ASE Certification Pays listed in items 1 and 2 above, may not receive both in the same pay period.

~~M. National Commission for the Certification of Crane Operators or Airframe and Power Plant Certification Pay~~

~~Upon adoption of this MOU, a working group will be formed within forty-five (45) calendar days, including County and Union representatives, to discuss the possibility of implementing a specialty pay for unit members required by Management to have either the NCCCO or Airframe and Power Plant~~

Certification.M. Airframe and Powerplant (A&P) Certification Pay

Employees in the classification of Sheriff's Helicopter Mechanic-Inspector who possess and maintain an Airframe and Powerplant (A&P) certification issued by the Federal Aviation Administration (FAA) shall receive one dollar and seventy-five cents (\$1.75) per hour for all hours worked.

N. Crane Operator Certification Pay

Employees in the classifications listed below who possess and maintain a Certified Crane Operator (CCO) certification from the National Commission for the Certification of Crane Operators (NCCCO) and who are required to operate a crane in their regular duties shall receive two hundred dollars (\$200) per month (approximately ninety-two dollars and thirty cents [\$92.30] per pay period).

- Equipment Operator Trainee
- Equipment Operator
- Landfill Equipment Operator Trainee
- Landfill Equipment Operator
- Sr. Landfill Equipment Operator
- Power Equipment Operator I
- Power Equipment Operator II
- Sr. Power Equipment Operator
- Marine Mechanic
- Pumping Station Operator

All other terms and conditions contained in the 2023-2026 Operations and Service Maintenance Unit MOU executed between the County and Teamsters not specifically amended by this Side Letter Agreement shall remain unchanged and be unaffected by this Side Letter Agreement.

FOR TEAMSTERS, LOCAL 952:

FOR THE COUNTY OF ORANGE:

Sam Carlin Date
Business Agent

Jamie Newton Date
Chief Human Resources Officer

Hetal Patel Date
Director, Employee & Labor Relations

Board of Supervisors Approval Date