MEMORANDUM OF UNDERSTANDING

2012 – 2016

COUNTY OF ORANGE

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

COUNCIL 36, LOCAL 2076, AFL-CIO

FOR THE

ELIGIBILITY WORKER UNIT

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PREAMBLE

Section 1. Recognition

Pursuant to the provisions of the Employee Relations Resolution of the County of Orange and applicable State Law, Local 2076, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, was certified on June 23, 1977 as the Recognized Employee Organization for employees in the Eligibility Worker Representation Unit as listed in Appendix A. The County hereby recognizes the Union as the exclusive representative of employees in this unit; however, employees in the unit shall have the right to represent themselves individually in their employment relations with the County pursuant to Section 3502 of the Government Code (Meyers-Milias-Brown Act). If an employee does not wish to be represented by the Union and wishes to represent himself or herself in matters pertaining to grievances and/or disciplinary appeals, the employee shall be required to provide the Union and the County with a signed statement waiving the right to Union representation in such matters.

Section 2. Implementation and Term

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the American Federation of State, County and Municipal Employees for the Eligibility Worker Unit for the period beginning June 15, 2012 through June 23, 2016. All provisions shall become effective September 16, 2014 unless otherwise provided herein.

Section 3. Renegotiation

In the event the Union desires to negotiate a successor agreement, the Union shall submit, no later than on the one hundred fiftieth (150th) calendar day before expiration of this Agreement, its written request for changes in fringe benefits and other terms and conditions of employment. If the Union desires to negotiate a change in wages, that request shall be submitted no later than the ninetieth (90th) calendar day before expiration of this Agreement. Negotiations shall conclude thirty (30) calendar days before expiration of this Agreement unless extended beyond that date by mutual agreement of both parties.

DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Human Resource Services Department Head or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Official Leaves of Absence shall not be credited toward continuous service.

COUNTY shall mean the County of Orange.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed by the County and covered by terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

EXTRA HELP EMPLOYEE shall mean an employee employed in an extra help position. An extra help employee may be removed from an extra help position at any time without notice, cause or right of appeal.

EXTRA HELP POSITION shall mean a position which is intended to be occupied on less than a year-round basis including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief, paid Sick Leave and other situations involving a fluctuating staff. Ordinarily, a full-time extra help position will not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the Agency Head and the Chief Human Resources Officer a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.

FLEX TIME shall mean a 4/10 or 9/80 schedule.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Official Leave of Absence.

LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.

NEGOTIATE shall mean the process by which representatives of a recognized employee organization and the Chief Human Resources Officer or his or her representative meet a reasonable number of times and confer in good faith in an effort to agree upon joint recommendations for presentation to the Board regarding wages, hours and other terms and conditions of employment. When appropriate, proposals and counter proposals may be used to resolve differences in an effort to avoid an impasse. The negotiation process does not obligate either party to accept a proposal or make a compromise.

OFFICIAL PERSONNEL FILE shall mean those official individual personnel files maintained by 1) the Human Resource Services Department's Personnel Records Section and 2) the Agency's Personnel Section which contain employment history information regarding an employee.

PART-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE shall mean feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall mean the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

UNION shall mean the American Federation of State, County and Municipal Employees, Council 36, Local 2076, AFL-CIO.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.

ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek or work period for employees in the bargaining unit shall be as follows:

1. Except as otherwise provided below, the official workweek for full-time employees shall be forty (40) hours and shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight. Except in circumstances where this MOU specifically also requires the County to pay overtime, overtime shall be paid for hours actually worked in excess of forty (40) in a designated workweek.

2. Part-time

a. Employees may request to be placed in twenty (20) hour part-time positions if their performance is rated standard or above at the time of the request.

b. The number and assignment of positions subject to part-time shall be determined by the County.

c. An employee placed in a twenty (20) hour position shall remain in that position until:

1. the employee requests a return to an available full-time position as determined by the County;

2. the County assigns the employee to a full-time position with a fourteen (14) calendar day advance notice whenever practicable. The County will not order an employee out of a part-time position until there is no one left on the AGENCY/DEPARTMENT REINSTATEMENT LIST as established per Article X of this Agreement who is eligible and willing to accept the full-time position.

B. The County agrees to give employees a fourteen (14) calendar day advance notice of a shift change whenever practicable.

C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

D. The County shall discuss with the Union any proposed changes in existing scheduled hours of work before such changes are put into effect.

E. Employees may request modified work hour schedules, such as a 4/10 or 9/80 flex schedule in accordance with established Agency procedures and subject to the grievance/appeal limitations described in said procedure. For employees permitted to work a 9/80 schedule, the start of their designated workweek shall be the mid-point of their eight (8) hour day.

F. Except as otherwise provided, no employee may be employed in one (1) or more positions, full or part-time, more than the total number of hours for the employee's work period as defined in A., above, except on authorized overtime.

G. If an employee is ordered by the County to attend a meeting, such time spent in the meeting shall be considered hours worked.

H. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Rest and Lunch Periods

A. Rest Periods

1. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work.

2. Such rest periods shall be scheduled in accordance with the requirements of the agency, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. When employees take rest periods at a County facility, the County may designate location(s) within the facility for the rest periods.

3. Rest periods shall be considered hours worked. An employee shall not be required to perform duties during a rest period unless the need is urgent.

B. Lunch Periods

Each employee shall be allowed a meal period of one (1) hour unless otherwise mutually agreed upon by the employee and agency management. Such meal period shall be generally scheduled in the middle of the work shift and shall not be considered hours worked.

Section 3. Overtime

A. Notification of Employees

If in the judgment of the agency, work beyond the normal workday, workweek or work period is required, the agency will notify any employee who may be asked to perform such overtime of the apparent need for such overtime as soon as practicable prior to when the overtime is expected to begin.

B. Distribution of Overtime

If overtime work is required, opportunities to work such overtime shall be made available as follows:

1. first, to the worker(s) to whom the affected cases are assigned, if practicable;

2. second, to other qualified workers at the same location who are assigned to the same program and function, in order of seniority;

3. third, if an insufficient number of workers volunteer to perform such overtime work under B.1. and B.2., above, the County may assign such overtime work as needed.

C. Payment for Overtime

1. Overtime, as defined in Article I, Section 1.A., shall be compensated at one and one-half (1 1/2) times the regular rate.

2. For all regular, limited-term and probationary employees, the employee may receive either payment or compensatory time off for overtime. The County shall have discretion whether to provide payment or compensatory time off; however, if practicable, the County shall duly consider an employee's preferred form of compensation.

3. Employees may not accumulate in excess of eighty (80) hours of compensatory time. Employees who have accumulated eighty (80) hours of compensatory time shall receive payment for overtime worked.

4. Overtime hours worked by extra help employees shall be paid.

5. Compensatory time earned and accrued by an employee may be scheduled off for an employee by his or her agency; however,

consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

6. Unless waived by the employee and management, in no case may an employee's work schedule be changed during the workweek or work period in progress when the purpose of such change is to avoid overtime compensation.

7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods, provided that compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment. Money owed to the County as a result of County employment by the separating employee may be deducted from such lump sum payment.

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.

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 fifty (50) cents per hour.

B. On-Call Pay

1. When an employee is assigned on-call duty by the County, the employee shall be informed in writing, in advance whenever practicable, 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 to: (1) 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 an agency 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.

D. Bilingual Pay

1. Qualified employees who meet the criteria in 4.D.2., below, and who are assigned by Agency management to perform exceptional bilingual duties that are essential to the performance of their technical duties and responsibilities shall receive an additional one dollar and fifteen cents ($1.15) per hour [approximately one hundred ninety-nine dollars ($199) per month] for all hours actually paid.

2. To be eligible to receive bilingual pay, the following criteria must be met:

   a. An employee must be assigned by agency management to speak or translate a language in addition to English. This may include such specialized communication skills as sign language.

   b. An employee must regularly and frequently speak and/or translate a second language, i.e., once daily.

   c. To become qualified, an employee must be certified as qualified by the Chief Human Resources Officer.

3. Bilingual pay shall not apply to workers' compensation supplement pay or other premium pays effective upon Board adoption.

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the class in which the new employee is hired, except as provided in Sections 2.B. and C., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The Agency or Department Head may authorize the appointment of employees at any of the first seven (7) steps of the salary range. Such appointments shall be made only when the Agency or Department Head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the Agency or Department Head, the County Executive Officer may authorize the appointment of employees beyond step seven (7) of the salary range when there is a direct and measurable benefit to the County for such appointment.

Section 3. Merit Increase Within Range

A. Extra Help employees shall not be eligible for merit increases within range.

B. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the Agency Head.

C. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence, other than a Military Leave or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave or suspension. The extended merit increase eligibility

date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence or suspensions.

D. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

E. 1. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase.

2. For any employee hired on or after December 6, 1977, the determination as to whether or not to grant merit increases beyond Step 10 and, if granted, in what amounts, shall be solely within the discretion of the Agency Head and shall be based on merit. This provision shall be grievable in accordance with Article IX, Grievance Procedure, of this Agreement.

F. If, in the agency's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the agency shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of fewer than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time and may be granted a merit increase earlier than thirteen (13) pay periods, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

G. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion

A. Except as modified by B., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between the classes' recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges, his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. Salary on Reduction

A. 1. When a probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Agency Head is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.C., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.

2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Agency Head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term regular employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction, or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in

the new salary range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

Y-RATE SCHEDULE

Years of Full-Time Continuous Service	Duration of Y-Rate
Fewer than 5 years	Two years from the date of reclassification
5 years but fewer than 10 years	Three years from the date of reclassification
10 years but fewer than 15 years	Four years from the date of reclassification
15 years but fewer than 20 years	Five years from the date of reclassification
20 years but fewer than 25 years	Six years from the date of reclassification
25 years or more	Seven years from the date of reclassification

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between

the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B., or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A. or B.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.

Section 8. Salary on Reemployment

A. A person who is reemployed in the Eligibility Worker Representation Unit may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for the maximum allowable time, pursuant to Government Code provisions, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

If a class is reassigned to a different salary range on the same salary schedule, each employee in the class shall be compensated at the same step in the new salary range as the employee was receiving in the range to which the class was previously assigned. However, if a class is reassigned to a lower salary range on the same salary schedule, the salary of each employee shall be determined in accordance with Article II, Section 6.D., above.

Section 10. Pay Check Deposit

Employees hired after January 1, 1994 will be required to authorize automatic deposit of his or her pay check to a financial institution of the employee's choice.

ARTICLE III GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

A new or reemployed employee employed in a full-time regular or limited-term position shall be placed on new probation for fifty-two (52) weeks from the date of appointment ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

A new or reemployed employee employed in a part-time regular or limited-term position shall be placed on new probation for two thousand eighty (2080) paid hours exclusive of overtime or for fifty-two (52) weeks, whichever is longer, from the date of appointment and ending with the first day of the pay period following completion of said period.

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in B.2., below.

   a. A full-time employee shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same or closely related occupational series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period.

   b. A part-time employee shall be placed on promotional probation for two thousand eighty (2080) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion to a class in the same or closely related occupational series, the promotional probation period shall be one thousand forty (1040) paid hours exclusive of overtime.

2. When a regular or regular limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Agency Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

4. Except as provided in B.2., above, when a regular, limited-term or probationary employee voluntarily reduces or reassigns to a class in this Unit in which he or she has never passed probation, such employee shall be placed on promotional probation for a period equal to the new probation periods set forth in Sections 1.A.1. and 1.A.2., above.

C. Failure of Probation

1. New Probation

a. An employee on new probation may be released from employment at any time without right of appeal or hearing, except as provided in C.3., below.

b. An employee who is released from new probation shall, upon request, be scheduled to meet with the District Manager or his or her designee to discuss the reason(s) for failure of new probation. If such a meeting is scheduled, the employee may choose to be represented by an authorized grievance/appeal representative.

2. Promotional Probation

a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below.

b. An employee who fails promotional probation shall, upon request, be scheduled to meet with the District Manager or his or her designee to discuss the reason(s) for failure of promotional probation. If such a meeting is scheduled, the employee may choose to be represented by an authorized grievance/appeal representative.

c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to the higher class.

When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's Agency Head shall not have the right to return to his or her former class.

d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XIV, NONDISCRIMINATION, may submit a grievance at Step 3 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.E., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements.

2. When an Agency Head or his or her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 1.E. of this Article, below.

If upon conclusion of the probationary period the employee does not receive in writing a confirmation that he/she has passed probation, that employee may request, in writing, such written confirmation. If the agency does not, within thirty (30) days of such request, provide written notice confirming whether or not the employee passed probation, it shall be presumed that the employee passed his/her probation at the normal conclusion of the probation period.

3. An employee who is subject to more than one (1) type of probation at a given time shall have the probation periods combined into one (1) probation period which will extend to the latest completion date of any of the probation periods involved.

4. An employee who is on probation may not transfer from one (1) agency to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave or by the length of the Military Leave in excess of fifteen (15) calendar days. The extended probation period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of the suspension, with the extended probation period ending with the first day of the pay period after said extended date.

2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. Upon the recommendation of the agency or the request of the employee with the concurrence of the agency, the probation period of an employee may be extended at the sole discretion of the Chief Human Resources Officer for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed.

   Denial of a request to extend a probation period shall not be subject to appeal or hearing.

4. The Chief Human Resources Officer shall extend the probationary period of employees with an employment authorization document which has an expiration date which would occur after the end of the probation period. Such probation periods shall be extended to

coincide with the expiration date of the employment authorization document. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee serves a probationary period which is longer than the normal probation period, such an employee may fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.

5. Employees subject to extended probationary periods under the provisions of E.2. and E.4., above, shall be considered regular employees during the extended probationary period for all purposes other than those described in E.2. and E.4., above.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. Except for those materials designated as confidential by law, an employee shall have the right to inspect and review, on County time, at reasonable intervals and at reasonable times, the contents of his or her official personnel files and may also review, on County time, at reasonable intervals and at reasonable times, the file maintained by his or her District Manager and/or supervisors regarding his or her performance. With the written permission of the employee, authorized Union representatives may inspect, at reasonable intervals, the same files which the employee may inspect and review as provided herein.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file, on County time, in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his or her suspension or discharge from County service.

D. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel files, such reply to become a permanent part of such employee's personnel file.

E. Pursuant to an agreement between the Chief Human Resources Officer and the employee concerned or by an order of an arbitrator, court or impartial hearing officer, any negative contents of an employee's official personnel file shall be removed within fourteen (14) calendar days. In addition, documents related to performance shall be removed from the unofficial file maintained by the employee's District Manager and/or supervisor within six (6) months of completion of the Final Review of Performance covering the period related to the document.

F. Letters of Commendation shall be included in the employee's official personnel file at the employee's request.

G. An employee's official personnel file shall only be open to inspection by authorized persons who have established a legitimate need to know or if such files are required to be disclosed by the court.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article X, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Agency Head shall become a limited-term regular employee.

C. All limited-term employees who transfer to permanent funded positions shall serve a new probation period. Limited-term regular employees who transfer to permanent positions shall maintain their original hire date for purposes of vacation and Sick Leave accrual, retirement and layoff. Such limited-term regular employees who are serving a new probationary period in permanent positions when a layoff occurs shall be considered to have the same employment status as regular and promotional probationary employees for purposes of determining order of layoff.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the

incumbent shall be removed from the payroll except as provided in E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Agency Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Agency Head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. An agency may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but fewer than eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and agency. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for physical disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above, within two (2) years from their

date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the County Preferred Eligible List with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

1. a person appointed to a regular position in the County service shall be removed from the list;

2. a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

3. a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Agency Leave for such period of time.

Section 8. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one (1) agency to another.

Section 9. Intra-agency Transfer

A. Intra-agency transfer shall apply to movement to a different aid category or facility.

B. Employees shall have the right to request intra-agency transfers. The agency will consider employee requests for intra-agency transfer in view of program needs.

C. The agency shall establish the procedure by which employees may submit such transfer requests for consideration. Transfer requests will be considered in the order they are received. If two requests are received on the same day, and with everything else being equal, County seniority will prevail.

D. Probationary employees will generally be exempted from consideration for transfers.

E. Nothing in this provision shall limit management's right to initiate the internal transfer of employees; however, consideration shall be given to effectuating the wishes of those employees requesting transfer.

F. A grievance concerning the misapplication or misinterpretation of this provision may be appealed through the second step of the grievance procedure. The decision of the Agency Head or his or her representative shall be final and binding.

G. Employees will be given a fourteen (14) calendar day advance notice of involuntary assignment changes whenever practicable.

H. Management shall not, whenever practicable, reassign a Union steward who objects to reassignment provided:

1. There is another employee in the same classification who meets the specific qualifications of the vacancy; and

2. AFSCME has notified the District Manager of the employee's status as a steward prior to the Agency issuing written notice to individual employees of impending transfers from areas which include the employee's work assignment.

Section 10. Bilingual Transfer

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 Agency Head, who will consider it according to:

A. agency need;

B. availability of a qualified replacement; and

C. availability of another suitable assignment for the requesting employee.

ARTICLE IV LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period.

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of sick leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period.

3. Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

4. Extra Help employees shall not earn sick leave.

B. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the agency.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. The amount of sick time used to attend to the illness of a family member shall be limited by applicable laws. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, grandparent or legal guardian.

5. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:

    a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.

    b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.

    c. The agency shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

    d. Upon the employee's return to work, the employee must furnish the agency with a certificate signed by a licensed physician or registered nurse stating the nature of the illness or injury and the period of disablement.

6. Absence from duty because of personal emergencies or personal business not to exceed thirty (30) working hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

8. An absence, not to exceed twenty-four (24) consecutive working hours in any one instance, to arrange for or attend a funeral for a member of the employee's household who is not a member of the employee's immediate family as described in Section 2. (Bereavement Leave), below.

C. <u>Prohibited Uses of Sick Leave</u>

Sick leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.4. or B.6., above.

2. Absences which occur on a County holiday.

D. <u>General Provisions</u>

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.

2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the employee has been under the care of a physician or absent three (3) consecutive days due to illness, provided such notification is made no later than the day of the absence for which the certificate or evidence is required.

3. a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

Years of Service	Percent of Unused Sick Leave Paid For
Fewer than 5 years	None
5 but fewer than 10	25%
10 but fewer than 15	50%
15 but fewer than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. An employee hired prior to December 6, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated sick leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above, provided that such request is made at least thirty (30) calendar days but no more than sixty (60) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. Employees hired on or after December 6, 1977, shall not be eligible for any benefits provided by Paragraph D.3., above.

5. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency, apply the period of previous County continuous service for the purpose of determining sick leave earning rates.

Section 2. Bereavement Leave

Upon request, regular, limited-term and probationary employees shall receive necessary time off with pay, not to exceed five (5) consecutive working days in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, step-child, grandparent, grandchild, legal guardian, parent of minor ward or registered domestic partner.

Section 3. Authorized Leave Without Pay

A. Agency Leave

Upon request, a regular, limited-term or probationary employee may be granted an Agency Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the agency, except in cases where Official Leave has been authorized pursuant to B.4., B.5. and Section 11.A., below. The Agency Head may require that all accumulated compensatory time be used prior to granting of Agency Leave. The use of earned vacation prior to the obtaining of Agency Leave shall be at the option of the employee. If the leave qualifies as Family Leave pursuant to applicable law, the Agency Head may require that all sick leave, compensatory and vacation time be used prior to granting an Agency Leave except that the use of sick leave shall be subject to the provisions of Article IV, Section 1.B. and C., above.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in 2. and 3., below. Such Leave may be authorized only after an employee's completion of an Agency Leave and after all compensatory and vacation accruals have been applied toward payment of the absence.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Agency except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the Agency denies the extension of such Leave, the provisions of 5. and 6., below, shall not apply.

3. Upon request, an employee who has requested and identified a valid need for Family Leave pursuant to Section 14 and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after an employee's completion of an Agency Leave and after all accumulated compensatory time and vacation accruals have been applied toward payment of the absence. In addition, where appropriate under the provisions of Article IV, Section 1.B., above, the employee may be required to apply all sick leave accruals toward payment of the absence before an Official Leave will be authorized.

4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If the employee does not give the required notice prior to the date he or she wants to return to work, the Agency shall not be required to return the employee to work until the employee gives such notice; however, the Agency may waive the notice or reduce the notice period at its discretion.

5. The agency shall indicate on the request its recommendations as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Chief Human Resources Officer. If the Chief Human Resources Officer approves the request, he or she shall deliver a copy to the Auditor-Controller and the employee.

6. If the agency modifies or does not approve a request for Official Leave, the employee may, within fourteen (14) calendar days of said action, file a request for review with the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

7. An Official Leave shall not be credited toward continuous service.

C. <u>General Provisions</u>

1. A request for a Leave of Absence shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the probable date of return.

2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's agency only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. apply.

3. An employee who has completed an absence without pay due to a Leave granted pursuant to Sections 3, 4, 10 and/or 14 of this Article shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 9., below, unless he or she returns to work at the end of the approved Leave or receives approval for an extension of his or her Leave

Section 4. Official Leave for Nonoccupational Disability

A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a nonoccupational disability, including disabilities related to pregnancy and childbirth, provided that the employee meets the following conditions:

1. The County may require certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his/her duties because of condition.

2. Such Leave shall begin after all accrued sick leave, compensatory and vacation time have been applied toward the absence.

3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more.

B. If additional Leave is desired, the employee shall request additional Leave in accordance with Official Leave, Section 3.B., above.

C. An employee shall not be entitled to more than one (1) such Leave per twelve (12) month period.

Section 5. Absences Caused by Medical Conditions

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to a medical condition shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the County.

Section 6. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than

regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 7. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 8. Leave for Union Business

The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each payroll year for the term of this Agreement to perform official Union business, provided that:

1. The Union shall make a request to the employee's Agency Head at least ten (10) days in advance.

2. The Union shall not request that such Leave be effective for more than three (3) employees on any workday.

3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 9. Absence Without Authorization

A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from County employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.

B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the Agency Head prior to the expiration of the time limit specified in A., above.

C. When an employee has been absent without authorization and the County plans to invoke the provisions of 9.A., above, at least ten (10) calendar

days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:

1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;

2. a statement of the reasons for considering the employee to have automatically resigned;

3. a statement of the employee's right to respond, either orally or in writing, prior to the date the County plans to accept and enter the resignation.

4. a statement of the employee's right to representation;

5. a copy of the automatic resignation provisions which apply to the employee;

6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation.

D. An automatic resignation shall not be accepted and entered if the employee 1) responds to the notice before the effective date, 2) provides an explanation satisfactory to the Agency as to the cause of the unauthorized absence, and the reason for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the Agency to be ready, able and willing to resume the full duties of his or her position.

E. An employee who is permitted to continue his or her employment pursuant to C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Agency determines it is appropriate to use sick leave, compensatory time, vacation or other paid leave to cover the absence.

F. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

G. Automatic resignations shall not be considered a discharge under the provisions of Article VIII, DISCIPLINARY ACTION.

Section 10. Parenthood Leave

A. A regular, limited-term or probationary employee shall be granted, upon request, a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the expected date of birth or placement for legal adoption of the child.

2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

3. Such employee has completed new probation.

4. All accrued vacation and compensatory time has been applied toward the absence.

B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.

C. Sick leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the agency with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

D. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.

E. Parenthood Leave shall not be credited toward continuous service.

F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

A. When an injury is determined to be job-related in accordance with Article XI, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made or there is a subsequent disagreement regarding the termination of Workers' Compensation Leave and all sick leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made, notwithstanding the provisions of Section 3.B., above.

B. Workers' Compensation Leave shall continue until any of the following occur:

1. the employee is determined to be physically able to return to work by a County-designated physician; or

2. the employee is determined to be physically able to return to work with medical restrictions which the agency can accept; or

3. the employee accepts employment outside the County; or

4. the employee accepts employment in another County position; or

5. the employee is permanently disabled; or

6. the employee elects retirement as provided by law.

An employee who does not return to work within two (2) weeks of the end of his or her Workers' Compensation Leave pursuant to this provision shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 9., above.

C. If practicable, an employee on Workers' Compensation Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the agency shall not be required to return the employee to work until such notice is given; however, the agency may waive the notice or reduce the notice period at its discretion.

D. If an employee's Workers' Compensation Leave expires and the employee is absent without authorization, the provisions of Section 9. of this Article shall apply.

E. For employees on Workers' Compensation Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 12. <u>AFSCME Union Officer Leave</u>

A. The County agrees to grant, if requested, Union Officer Leave with pay and without loss of any benefits provided by this Memorandum of Understanding except as provided below to one or more (upon mutual agreement) specified Union Officers designated by AFSCME for the term of this Memorandum of Understanding provided that:

1. The Union Officer Leave shall be for a minimum of eight (8) hours.

2. The Union Officer Leave is requested ten (10) calendar days in advance. Said notice may be waived by mutual consent.

3. AFSCME promptly reimburses the County for all the Union Officer salary and benefit expenses* incurred during the Union Officer Leave.

   *Expenses include only those which the County would have to pay out-of-pocket for payroll-related wages and benefits and do not include administrative overhead expenses.

4. The employee shall continue to conform to department rules, regulations and standards that are not inconsistent with Union Officer Leave.

5. The employee is a standard or better performer.

6. The County will not reassign or transfer the individual to any position in his or her class at the discretion of the agency unless significant business or operational concerns occur.

B. Vacation and Sick Leave accrual rates will apply to the employee as though he or she were on duty status.

C. Vacation and Sick Leave accrued during Union Officer Leave and unused at the conclusion of the Leave must either be paid off by AFSCME or lost.

D. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Union Officer Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

E. The probation period, if applicable, shall be extended by the length of the Union Officer Leave. The extended probation period shall end on the first day of the pay period following said extended date.

F. The employee's eligibility for promotional examinations shall not be affected by Union Officer Leave.

G. Layoff points shall not be affected by Union Officer Leave.

H. In the event emergency recall of the employee becomes necessary, Union Officer Leave may be suspended or cancelled during the course of the emergency. AFSCME shall not be obligated for reimbursement costs listed in A.1. and 2. for the period that Union Officer Leave is suspended or cancelled. Provisions of A.1. and 2., above, shall be suspended during said emergency recall.

I. Not more than one (1) employee in the Eligibility Worker Unit shall be eligible for Union Officer Leave at any one (1) time.

Section 13. Catastrophic Leave

The County will administer a catastrophic leave procedure designed to permit limited donations of vacation, off and/or compensatory time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 14. Family Leave

A. General Provisions

1. Family Leave shall be granted to the extent required by law for the following situations:

   a. An employee's serious health condition (see Section 4., above).

   b. The birth of a child or placement of a child for adoption or foster care (also see Section 10., above).

   c. Employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent or a child of an employee standing in "Loco Parentis" who is either under eighteen (18) years old or adult dependent child incapable of self-care because of mental or physical disability.

2. Employees must request and identify their need for Family Leave. Requests for Family Leave may also fall under the provisions of Sections 3, 4, and 10, above.

3. The County shall determine if a request for Family Leave is valid within the parameters of applicable law.

4. When a request for Family Leave is approved, the agency shall determine if sick leave, compensatory, and/or vacation time is to be applied and shall determine the order in which such time is applied. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article IV., Section 1.B.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the agency with thirty (30) calendar days notice of his or her intent to take Family Leave.

2. If the event necessitating the Family Leave becomes known to the employee fewer than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.

3. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent or spouse, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to agency operations.

C. Verification

1. The County may require certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his/her duties because of condition (if leave is for own serious health condition) or that care is needed (if Leave is for child, spouse or parent).

2. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

ARTICLE V VACATION

Section 1. Accumulation of Vacation

A. A new employee in a full-time regular or limited-term position shall earn eighty (80) hours of vacation when the employee has accumulated two thousand eighty (2080) regularly scheduled paid hours. An employee shall earn a second eighty (80) hours of vacation when the employee has accumulated four thousand one hundred sixty (4160) regularly scheduled paid hours and a third eighty (80) hours vacation when the employee has accumulated six thousand two hundred forty (6240) regularly scheduled paid hours.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek, but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek, under the same terms and conditions as under B., above.

D. A new employee in a part-time regular or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) shall be determined. The same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The same procedure shall be applied to each subsequent fifty-two (52) week period.

E. The maximum allowable vacation credit at any one (1) time for a full-time employee with fewer than ten (10) years of full-time continuous service shall be two hundred forty (240) hours or a prorated amount equal to six (6) weeks of vacation for part-time employees. The maximum allowable vacation credit at any one (1) time for a full-time employee with ten (10) or more years of full-time continuous service shall be three hundred twenty (320) hours and a prorated amount equal to eight (8) weeks of vacation for part-time employees.

Section 2. General Provisions

A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.

B. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article V, Section 1.C. and E.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.

C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C. and E.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

D. Additional vacation earned during the period of vacation may be taken consecutively.

E. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

F. Vacations shall be scheduled for employees by their agency; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

G. No scheduled vacation will be cancelled, except in cases of emergency.

H. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

I. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff - Emergency Service, Election Board Officer or Election Night Help.

J. An employee separating from County service for reasons other than paid County retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from County service by way of paid County retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.

K. Not more than once in each fiscal year, an employee may request to be paid for up to forty (40) hours of accrued vacation. Such requests will be granted whenever practicable.

L. Employees shall be permitted to use accrued vacation balances when off work in accordance with Article IV, Section 1.B (Permitted uses of Sick Leave) if sick leave balances are exhausted.

M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

ARTICLE VI HOLIDAYS

Section 1. Holidays Observed

A. County employees shall observe the following holidays:

2014: Columbus Day, October 13
Veteran's Day, November 11
Thanksgiving Day, November 27
Day after Thanksgiving, November 28
Christmas Day, December 25

2015: New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 19
Lincoln's Birthday, February 12
Washington's Birthday, February 16
Memorial Day, May 25
Independence Day, July 4
Labor Day, September 7
Columbus Day, October 12
Veteran’s Day, November 11
Thanksgiving Day, November 26
Day after Thanksgiving, November 27
Christmas Day, December 25

2016: New Year’s Day, January 1
Martin Luther King, Jr.’s Birthday, January 18
Lincoln’s Birthday, February 12
Washington’s Birthday, February 15
Memorial Day, May 30

B. When a holiday falls on a Sunday, the next day shall be observed as the holiday.

C. When Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

1. An employee who is required to work on Columbus Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday and/or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1., shall be compensated as provided in Article I, Section 3.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.

F. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

G. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 3.C.2. of this Agreement.

ARTICLE VII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be paid for each mile driven in the performance of his or her duties during each monthly period, as provided below:

1. Effective June 29, 2001, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

B. An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be fewer than ten (10) dollars. The minimum shall not apply in any month:

1. in which the employee has not actually worked eighty (80) hours;

2. unless the employee claims the ten (10) dollar minimum and the agency certifies that the employee was required to furnish a privately owned vehicle for County business.

Section 2. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

ARTICLE VIII DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (i.e., a score of fewer than three hundred [300] points) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending a regular, limited-term regular or promotional probationary employee for more than five (5) days, or in reducing a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);

2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. copies of material on which the proposed action is based;

4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee's right to representation;

6. a statement of the employee's right to appeal should such proposed action become final.

B. In suspending a regular, limited-term regular or promotional probationary employee for five (5) days or fewer, the above notice requirements shall be complied with not more than ten (10) days after the effective date of the suspension. However, if an employee is notified of a suspension which will be effective before the above notice is given, the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated agency representative with the

authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2. be informed of the employee's right to representation in the response;

3. be informed of the employee's right to appeal should the proposed suspension become final.

C. Prior to the effective date of such suspension of more than five (5) days, or reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated agency representative with the authority to make an effective recommendation on the proposed disciplinary action.

D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.

E. An employee may represent himself or herself or may be represented in the disciplinary hearing by AFSCME.

F. An employee shall receive written notice either sustaining, modifying or cancelling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after the response period in C., above, for suspension of five (5) days or fewer.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 3. and 4. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 5. of this Article.

Section 3. <u>Suspension</u>

A. No regular, limited-term regular or promotional probationary employee shall be suspended except for reasonable cause. A suspension shall not exceed a period of two hundred forty (240) working hours.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of Article IX, an appeal of suspension shall be initiated at Step 3 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 4. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article IX, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at Step 3 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 5. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief Human Resources Officer except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article IX, a discharge may be appealed directly to arbitration.

Section 6. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 7. Investigatory Meetings

A. When the County requires an employee to attend an investigatory meeting which could lead to discipline for him or her, prior to the investigatory meeting the employee shall be advised of:

1. the date, time and place of the meeting,

2. the reason for the meeting and,

3. the fact that the meeting could lead to discipline for the employee.

B. An employee required to attend an investigatory meeting pursuant to A., above, has the right to be represented by a Union Steward or an AFSCME staff representative at the investigatory meeting.

C. The County shall notify the employee within four (4) weeks from the date of the investigatory meeting, the results or the status of the investigation.

ARTICLE IX GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal including, but not limited to matters which may be appealed through the Orange County Merit System Selection Rules and Appeals Procedure or the Worker's Compensation Appeals Board.

3. position classification.

4. standard or better performance evaluations.

Section 2. Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within seven (7) calendar days thereafter appeal to the next step in the procedure.

C. If it is the judgment of any management representative that he or she does not have the authority to resolve the grievance/appeal, the employee shall be informed in writing and the employee may file the grievance at the next step in the procedure. By mutual agreement of the County and AFSCME, Steps 1 and 2 of the grievance procedure may be waived.

D. The Chief Human Resources Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, agency-wide or County-wide basis in an emergency situation. AFSCME may appeal this decision to the Board of Supervisors.

E. Upon written consent of the parties, (i.e., the representatives of the County and the employee or his or her representative) the time limits at any step in the procedure may be extended.

F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance at Step 1.

H. The County and AFSCME agree that their respective grievance files shall be confidential.

Section 3. Submission of Grievances

A. Any employee, group of employees, or the Union shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor. If the employees report to different supervisors, such grievances may be initiated at Step 2.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, employees must affirmatively identify themselves as grievants when the grievance is initially filed.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by AFSCME in the formal grievance/appeal procedure, or alternatively, by an attorney in appealing a discharge.

B. Authorized grievance/appeal representatives shall be regular employees in the same agency or Representation Unit as the grievant/appellant who are members of and are designated by AFSCME to represent employees for purposes of the grievance/appeal procedure. AFSCME shall notify Agency Heads of the names and titles of such representatives and send a copy of such notice to the Personnel Department quarterly.

C. Representation at Step one (1) of the grievance procedure shall be limited to authorized employee grievance representatives employed in the agency in which the grievance is filed. AFSCME staff representatives may represent the employee at Steps two (2) and three (3) of the internal grievance/appeal procedure and in arbitration. The Union may request

that AFSCME staff be present at step one (1) under mutually agreed conditions.

D. If an employee chooses not to be represented by the Union, the Union may have a Union staff representative present at the applicable final step of the grievance procedure and, if necessary, shall have the right to present the Union's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority to resolve the matter, as prescribed herein, or to meet with his or her grievance/appeal representative;

2. an authorized grievance/appeal representative, in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority to resolve the grievance/appeal, as prescribed herein, or to investigate the action grieved/appealed through discussion with the grievant/appellant or other employees, or through review of appropriate County records relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/ appeal representative shall interrupt or leave his or her job to perform grievance/appeal work unless his or her supervisor determines that such interruption or absence will not unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

a. the representative checks in and checks out with the supervisor of the unit; and

b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Internal Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Immediate Supervisor

If an employee has a problem relating to an interpretation or application of this Memorandum of Understanding, the employee may formally submit a grievance to the immediate supervisor within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within fourteen (14) calendar days after receipt of the written grievance, the immediate supervisor shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant.

Step 2: Agency Head

If the grievance is not settled under Step 1, it may be presented to the Agency Head. The grievance shall be submitted within fourteen (14) calendar days after the receipt of the written decision from Step 1. Within fourteen (14) calendar days after the receipt of the written grievance, the Agency Head or his or her representative shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant.

Step 3: Chief Human Resources Officer

If the grievance/appeal is not settled under Step 2 and it concerns:

A. an interpretation or an application of this Memorandum of Understanding;

B. a substandard performance evaluation;

C. a deferment or denial of a merit increase, or a disputed merit increase;

D. a written reprimand; or

E. a probationary release alleging discrimination, it may be appealed in writing to the Chief Human Resources Officer within fourteen (14) calendar days after receipt of the written decision from Step 2. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief Human Resources Officer or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief Human Resources Officer in B., C. and D. above, shall be final and binding and shall not be referable to arbitration.

Appeal of a suspension and/or a reduction ordered by an Agency Head or his or her designated representative may be submitted in writing at Step 3 within fourteen calendar/days after receipt of the notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief Human Resources Officer or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 3, an arbitration appeal may be presented in writing to the Chief Human Resources Officer within twenty-one (21) calendar days from the date a decision was rendered at Step 3. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to the agreed upon arbitrator and to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 3, it may be presented to the Chief Human Resources Officer within seven (7) calendar days from the date the decision was rendered.

b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within ten (10) calendar days from the date the action becomes final.

c. All disciplinary appeals shall be signed by the employee and by a representative of the Union if represented by the Union and shall be submitted in writing as follows:

   Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article IX, Section 8. of this Memorandum.

d. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

An arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

a. Discharges/Suspensions/Reductions

   If the arbitrator finds that the action was taken for reasonable cause, he or she shall sustain the action.

b. Suspensions/Reductions

   If the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Discharges

   1. If the arbitrator finds that the order of discharge should be modified, the appellant shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty as determined by the arbitrator.

   2. If the arbitrator finds that the order of discharge should be rescinded, the appellant shall be reinstated in a position in

his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

d. Restriction on Remedies

1. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty, which results from the appealing party's request for written briefs and/or a transcript of the arbitration proceedings.

2. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance (if not deducted by Employment Development Department) and outside earnings which the appellant received after the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XIV, NONDISCRIMINATION, of the Memorandum of Understanding between the County and AFSCME?

b. If so, what shall the remedy be under the provisions of Article IX, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and AFSCME?

2. Findings of Facts and Remedies

a. In the event the arbitrator finds no violation of Article XIV, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.

b. In the event the arbitrator finds a violation of Article XIV, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.

c. In the event the arbitrator finds a violation of Article XIV, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee,

the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

1. The probationary release may be sustained.

2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. If the grievance/appeal is decided by an arbitrator, the grievant/appellant and AFSCME relinquish any current or future claim to seek or obtain remedy through any other County appeal procedure.

2. The cost of an arbitrator shall be shared equally in all cases by the County and the appealing party except when the appealing party solely alleges discrimination under Article XIV, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

3. Grievance/Appeal hearings by an arbitrator shall be private.

4. Arbitration appeal hearings of suspensions of fewer than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The arbitrator shall be advised of the two (2) day limitation at the beginning of the hearing. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

5. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

6. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

7. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

8. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

   a. Oral evidence shall be taken only on oath or affirmation.

   b. Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

9. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized

in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

10. The County and the Union shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times. By the mutual agreement of the parties, the County and the Union shall be allowed to have more than one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

11. The parties agree to forego the use of briefs whenever practicable.

12. If a court reporter is requested, the requesting party shall pay the cost of the reporter and the cost of any transcripts provided for itself and the arbitrator. If the other party wishes to purchase a copy of the transcript and is unable to reach agreement with the requesting party for such a purchase, purchase arrangements may be made directly with the court reporter.

13. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE X LAYOFF PROCEDURE

Section 1. General Provisions

A. This procedure shall not apply to a temporary layoff of fewer than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the County business.

C. When two (2) or more agencies are consolidated or when one (1) or more functions of one agency are transferred to another agency, employees in all involved agencies shall be subject to layoff if one is necessary.

D. Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer does make such an offer in writing to the employee.

Section 2. Order of Layoff

A. When a reduction in the work force is implemented, employees in regular positions and those occupying limited-term positions at the direction of their Agency Head shall be laid off in an order based on consideration of:

1. employment status;

2. past performance;

3. length of continuous employment with the County.

B. Layoffs shall be made by class within an agency except that:

1. Where a class has a dual or multiple concept, the Chief Human Resources Officer may authorize a layoff by specialty within the class.

2. Where appropriate, the Chief Human Resources Officer may authorize a layoff by division or smaller unit of an agency.

C. Within a class, employees shall be subject to layoff in the following order:

Employment Status	Layoff Order
First - Temporary Promotion	Determined by Agency
Second - New Probationary	Determined by Agency
Third - Regular/Promotional	Layoff Points Probationary

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the agency shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last "Performance Evaluation Report", for the class currently held by the employee, the employee shall earn one-hundred thirty (130) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

The County will provide to AFSCME:

- verification of proper application of demerit points provided the employee authorizes the release of their most current performance evaluation to AFSCME
- one copy of the layoff list and
- one copy of the seniority list

Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6. and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their agency in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify their agency of their intent to exercise rights under this Section; and where such

notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following the date of proof of service by mail to notify their agency of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her agency pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on AGENCY/DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on AGENCY REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

The names of persons laid off shall be placed on an AGENCY REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.

2. Persons Who Exercise Their Rights Under Section 5.

The names of persons who exercise their rights under Section 5. shall be placed on an AGENCY REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.

3. Persons Who Voluntarily Reduced Under the Provisions of Section 6.

The names of persons who were voluntarily reduced under the provisions of Section 6. shall be placed on an AGENCY REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

Positions to be filled shall be offered first to persons on the AGENCY REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

B. The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an agency, other than the agency from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an agency, other than the agency from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligible employees certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligible employees certified from lower-ranking eligible lists. Appointments shall be made only from eligible employee lists certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

C. Names of persons placed on the AGENCY REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

3. An employee who upon retirement signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies are consolidated while AGENCY REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) agency to another agency occurs, employees previously laid off from such function(s) who are on an AGENCY REINSTATEMENT LIST for the agency losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to AFSCME and affected employees upon reasonable request.

Section 8. <u>Status on Reemployment</u>

A. An employee who has been laid off under the provisions of this Article and subsequently reemployed in a regular or limited term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All Sick Leave credited to the employee's account when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining Sick Leave and vacation earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III B. if reemployment is in a higher class or occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and subsequently is reemployed in a regular or limited term position in a class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following considerations:

The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay or at the step on the salary range closest to but which does not exceed the employee's salary in the lower class, whichever is higher. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer. The probationary status of the employee shall be as if the employee had been on a leave of absence.

C. When an employee is reduced under the provisions of this Article and is subsequently reemployed in a class higher than the one from which the employee was reduced, the employee shall first be returned to the class from which the employee had been reduced as provided above. The employee will then be promoted from that class under the provisions of Article II, Section 4., and the employee shall serve a promotional probation period appropriate for the new class as determined by Article III, Section 1.B.

Section 9. Seniority for Union Stewards and Officers

A. The Union may designate stewards and officers to receive super-seniority solely for purposes of layoffs. The number of stewards and officers receiving super-seniority shall not exceed two (2) percent of the number of employees in the Eligibility Worker Representation Unit.

B. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed in Section 3.

Section 10. Job Sharing

When Eligibility Worker Unit employees have been designated as vulnerable to layoff, employees in Eligibility Worker Unit classifications may volunteer to be placed in a twenty (20) hour job sharing position. Employees who are placed in twenty (20) hour job sharing positions shall, upon request, be added to the AGENCY REINSTATEMENT LIST and be eligible for reinstatement to full-time status. An employee placed in a twenty (20) hour job sharing position may not return to full-time position until the employee requests reinstatement to a vacant forty (40) hour position and is eligible according to his/her layoff score on the AGENCY REINSTATEMENT LIST; or the County assigns the employee to a vacant full-time Eligibility Worker Unit position, following thirty (30) days written notice unless the employee is enrolled as a student in which case the employee will be allowed to complete the semester or quarter in which he or she is currently enrolled. The County will not order an employee out of a job sharing

position until there is no one remaining on the reinstatement list who will accept a full-time position. The number and assignment of positions subject to job sharing shall be determined by the County. The County will make every reasonable effort to lessen the impact of layoffs by permitting employees to take part-time work in accordance with these provisions. Employees occupying part-time positions prior to the effective date of a layoff shall be excluded from the provisions of this section.

ARTICLE XI ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1. On-the-Job Injury

A. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 *et seq*.

B. Workers' Compensation Supplement Pay

1. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

2. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time and/or vacation, in that order.

3. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any sick leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

4. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all sick leave, compensatory time and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all sick leave, compensatory time and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

5. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits,

except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.

6. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph B.1., above.

7. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave and vacation earning rates.

C. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, sick leave, compensatory time and vacation may be used, at the employee's option, in that order.

ARTICLE XII SAFETY

Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and the Union mutually agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee's health or safety.

B. The County shall make reasonable efforts to provide and maintain a safe place of employment. AFSCME shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment or conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. The County shall provide the necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. Emergency telephone numbers shall be posted near telephones in reception areas. Names and telephone numbers of employees qualified to give first aid cardio-pulmonary resuscitation (CPR) also shall be posted.

G. Wherever practicable, the County shall provide first aid training and CPR training to at least two (2) employees at each work location.

H. Emergency evacuation drills shall be held at each work location at least once every six (6) months.

I. The County shall maintain at each work site a "Log and Summary of Occupational Injuries and Illnesses". The log shall be made available to the Health and Safety Steward.

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Industrial Safety for the purpose of determining compliance with the California OSHA requirements, a Union designated employee shall be allowed to accompany the inspector while the inspector is in the employee's agency. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.

Section 3. Safety Meetings

One Union steward from each district office may be assigned by the Union to meet once per month with the District Manager or his or her designee, at the request of either party, to discuss matters affecting employee health and safety. The District Manager shall respond within ten (10) working days unless the time limit is extended by mutual agreement. Either party may request additional meetings in response to emergency situations.

If the matter is not satisfactorily resolved, the Union steward may, at his or her request, meet with the Department Safety Officer. The Department Safety Officer shall respond within ten (10) working days.

If the matter is not satisfactorily resolved, the Union steward may, at his or her request, meet with the Director of Social Services.

ARTICLE XIII UNION AND EMPLOYEE RIGHTS

Section 1. Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in this Memorandum of Understanding.

Section 2. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

A. Agency Shop Defined

It is mutually agreed by the parties that the term “Agency Shop” means that every employee within this Bargaining Unit shall, as a condition of continued employment, either join AFSCME or pay the organization an agency fee not to exceed normal Union dues except as provided in Section 2.B, below..

B. Religious Objections

An employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or to financially support the Union. Such employee shall in lieu of periodic dues or Agency Fee , pay sums equal to Agency Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501C(3) of the Internal Revenue Code. Such funds shall be paid through payroll deductions to one of the eligible charitable agencies identified below:

American Cancer Society
American Red Cross
United Way
Orangewood Children’s Foundation
Ronald McDonald House

C. Union Responsibilities

1. Hudson Notice
The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge the propriety of the use of Agency Fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et.al. v Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member Agency Fee payers in each year that the Agency Shop agreement is in effect.

AFSCME shall notify the County, in writing, as to the amount of dues or fees uniformly required of members or Agency Fee payers of AFSCME.

D. Management Responsibilities

1. The County shall notify all members of the Bargaining Unit that they are required to pay dues or Agency Fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The notification shall also explain the existence, terms and conditions of the religious exception described in Section 2.B. above.

2. The County shall deduct the dues or Agency Fee from the bi-weekly pay of each covered employee in the Eligibility Worker Unit. All dues and service fees deducted hereunder shall be promptly transmitted by the County to AFSCME.

3. The County shall promptly transmit the union dues or Agency Fees so deducted to AFSCME.

4. The County shall provide the Union on a monthly basis with a list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification title, work location, home address, and phone number for each employee. This list shall be provided electronically.

5. The County shall provide AFSCME, at least monthly, a report showing all changes in the employment status of employees in this unit that affect the applicability of the provisions of this Article to those employees.

E. Rescission

It is mutually agreed by the parties that the agency shop provision in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Public Employees Relation Board. In the event such agency shop provisions are rescinded, all other Articles of the MOU shall remain in full force and the prior agreement, rules, regulations and past practices relating to organizational dues deductions shall be reinstated until an amendment or a successor MOU is approved.

F. Payroll Deduction for Insurance Premiums

Insurance premiums for members in this Representation Unit for such AFSCME-sponsored insurance programs shall be deducted by the County from the pay of such members. The County shall promptly transmit the insurance premiums so deducted to AFSCME. AFSCME shall notify the County in writing as to the amount of insurance premiums required of employees who choose to participate in such programs.

G. Indemnification

The Union agrees to indemnify and hold the County of Orange and its agents/employees harmless from any liability of any nature which may arise as a result of the application of the provisions of this Article.

H. Union Dues Cancellation

Any employee in this Unit who has previously authorized Union dues deductions as of the effective date of this Agreement or at any time subsequent to the effective date of this Agreement shall continue to have such dues deduction made by the County during the term of this Agreement; provided that any employee choosing to discontinue such Union dues may do so by submitting a completed and signed payroll deduction cancellation form to the Auditor/Controller during the period January 1 through January 15, 2016. Any person who exercises their right to discontinue membership of the Union will then be subject to Agency Shop Fees.

Section 3. Employee Information Listing

Upon request, to a maximum of four (4) times per fiscal year during the term of this Agreement, the County shall provide AFSCME with a complete and current listing of all employees in this Unit. Such listings shall include employee name, job classification, agency, timekeeping location, salary range and step. AFSCME agrees to pay one dollar and fifty cents ($1.50) per page to offset the cost of providing such listings.

Section 4. Use of Bulletin Boards

Space shall be made available to the Union on agency bulletin boards within the Representation Unit provided such use does not interfere with the needs of the agency and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representative of the Union responsible for its issuance.

Section 5. Use of County Facilities

The Union may, with the approval of the Chief Human Resources Officer, hold meetings of their members on County property during nonworking hours provided request is made to the Chief Human Resources Officer as to the specific location and dates of the meeting prior to such meeting.

Section 6. Notification of New Employees

The County agrees to inform new employees in writing of the Union's status as the exclusive representative of employees in the Bargaining Unit.

Section 7. Workload Adjustment for Union Officers

The workload levels for employees serving as the Chief Shop Steward of AFSCME will be reduced by forty (40) percent of the Unit average caseload on a monthly basis. The workload levels for employees serving as the President and Vice-President of AFSCME will be reduced by thirty-five (35) percent of the Unit average caseload on a monthly basis. The workload level for the employee serving as the Secretary/Treasurer of AFSCME will be reduced by fifteen (15) percent of the Unit average caseload on a monthly basis.

Section 8. Steward Training

A maximum of fourteen (14) AFSCME stewards will be allowed to attend two (2) eight-hour training classes conducted by Council 36 during each year of this contract without loss of pay. AFSCME representatives will provide the County with a ten (10) working day advanced notice of the date of the training and a list of those who will be attending the classes, as well as a sign-in sheet of those who did attend.

ARTICLE XIV NONDISCRIMINATION

Section 1.

The County and AFSCME agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

The Union shall not discriminate in membership or representation on any basis cited in Section 1. of this Article.

ARTICLE XV INSURANCE

Section 1. Health Plan Premium

A. Except as modified in Section 1.B., C.,D., E., and F., below, the County will offer health plans to all full-time regular, limited term and probationary employees and their eligible dependents. Subject to the provisions of Subsection G below, the County will pay ninety-five (95) percent of the employee's premium or seventy-five (75) percent of the total health plan premium for each employee and such employee's eligible dependents. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks. The health plan premiums are adopted by, and may be modified by, the Board of Supervisors.

B. Except as modified in Section 1.C., D., E., and F., below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours. The County will pay fifty (50) percent of the employee's premium or thirty-seven and one-half (37 1/2) percent of the total health plan premium for each employee and such employee's eligible dependents. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, the County will pay the full cost of employee and dependent coverage for each EME. Employees must report any subsequent changes in marital status such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse's health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved Family Leave pursuant to Article IV, Section 14. and applicable law, the County shall continue to pay health insurance premiums as provided in A., B. and C., above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

G. The County's contribution toward the premium for each employee and such employee's eligible dependents, as stated in Sections 1.A., 1.B. and 1.C., and plan designs for the County-sponsored health plans, may be altered during the term of this MOU in accordance with the County 2013 Health Plan Recommendations, at such time the County deems appropriate.

H. Effective January 1, 2007, active employees are pooled separately from retirees for purposes of setting premiums for participation in County offered health plans.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plans of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan will be enrolled in the Wellwise PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan will be enrolled in the Sharewell PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state /federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate employment. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

C. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a Retiree health plan..

D. The County shall provide for an open enrollment period once each calendar year for employees, employees' eligible dependents, and retirees to change their enrollment in a County health plan.

Section 3. Premium Only Plan

The County shall administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations and guidelines. Under the plan, an employee's gross taxable salary will be reduced by an amount of his or her share of the premium costs of County-provided health plan coverage as permitted by state and federal law, regulations and guidelines.

Section 4. Other Insurance Coverage

A. AFSCME shall maintain a trust fund, approved by the State of California, for the sole purpose of providing group insurance benefits such as, but not limited to, disability, vision, dental, and life insurance for employees in the Eligibility Worker Unit.

B. The County shall, on a biweekly basis, forward thirty cents (30¢) per hour for all regular hours paid for all regular, limited-term and probationary employees in the Eligibility Worker Unit for deposit in said State approved trust fund.

C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available to all employees in the Eligibility Worker Unit on an equal basis regardless of membership status.

D. AFSCME shall indemnify and hold the County harmless from any claims or legal actions brought under this Section.

E. AFSCME shall provide the County with a copy of the annual report to the Insurance Commission and shall provide a full accounting of the status of the fund upon request of the County.

Section 5. Employee Contribution Subsidy Program

A. Effective with the pay period beginning September 30, 2005, the one percent (1%) employee subsidy contribution for current health insurance for all regular, limited-term and probationary employees was terminated.

B. Current employees who separate from County service effective on or after the pay period beginning September 30, 2005 are not eligible to receive a lump sum payment. Such employees are not members of an Eligible Classification under the Plan.

C. Current employees who retire or take deferred retirement on or after September 30, 2005 are not eligible for the retiree medical grant, including survivor benefits. Such employees are not members of an Eligible Classification under the Plan.

D. Current employees who are granted a disability retirement by Orange County Employees Retirement System based on an application submitted to OCERS before September 30, 2005 will be eligible to receive a grant under the terms and conditions of the Plan.

Section 6. Retiree Medical Participation

A. Current employees who retire from County Service effective on or after the pay period beginning September 30, 2005 are eligible to participate in County sponsored health plans at their own cost if enrolled at the time of their retirement.

ARTICLE XVI POSITION CLASSIFICATION

Section 1. New Job Classes

If the County creates a new job class within the Bargaining Unit, the County shall notify the Union prior to adoption. If the Union wishes to negotiate with the County regarding the impact of the new classification on employees' wages, hours and other terms and conditions of employment, the Union shall notify the County within ten (10) working days from receipt of such notice.

Section 2. Procedure for Requesting Reclassification of a Position

Step 1: An employee may submit a written request to his or her supervisor that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties. The Agency will promptly provide the Union with a copy of the employee’s request.

Step 2: Appropriate Agency response to an employee's request for reclassification shall include, but not be limited to, (a) denial of the request, or (b) forwarding of the request to the Human Resource Services Department with a recommendation that a classification study be conducted. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to the Union for consideration.

Step 3: Within thirty (30) calendar days thereafter, the Union may request in writing that the Human Resource Services Department conduct a classification study of the position.

Step 4: Within fifteen (15) calendar days of the receipt of a written request from the Union to study the classification of a position, the Human Resource Services Department will provide the employee with a Position Description Form. The employee shall complete the form and submit a copy to the employee's supervisor and a copy to the Human Resource Services Department.

Step 5: Within one hundred twenty (120) calendar days after the Human Resource Services Department receives the completed Position Description Form, the Human Resource Services Department shall notify the Union of the appropriate classification of the position.

Section 3. Limitations on Concurrent Studies

The County shall not be required to respond within one hundred twenty (120) calendar days if the total number of pending requests by the Union for reclassification studies (at Step 4 of this procedure) exceeds ten (10) positions.

Section 4. Maintenance Classification Reviews

Maintenance Classification Reviews of occupational series shall not be covered by this procedure.

Section 5. Review of Disputed Position Classification Decisions

A. If the Union does not agree with a position classification decision of the County, after the steps in Section 2. have been followed, the issue may be presented to a classification consultant for advisory review.

B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resource Services Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 5 of the procedure described in Section 2., above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and Union members. The cost of the consultant shall be shared equally by the County and the Union.

ARTICLE XVII DEFINED CONTRIBUTION

An employee in a regular position may, at his or her request, participate in the County's 457(b) Defined Contribution Plan.

ARTICLE XVIII WORKLOAD

Section 1. General Provisions

A. The right to determine workload levels and the method of organizing and assigning work shall be retained by the County.

B. Whenever practicable prior to implementation, the County shall notify and discuss with the Union the establishment of a workload level for a particular type of assignment or significant decreases or increases in the existing workload levels of employees. If it is not practicable to notify the Union before such workload decisions are implemented, the County shall notify and discuss such workload levels with the Union as soon as practicable thereafter.

C. When practicable, the County shall consider projected turnover and anticipated workload levels when staffing for each program and function, but shall not be required to fill positions in excess of any of the fiscal constraints as described in Section 2., below.

D. Workload statistics shall be furnished to the Union on a monthly basis.

Section 2. Fiscal Constraints

The County shall not be required by the provisions of this Article to take any action which may reasonably be expected to result in incurring costs in excess of any of the fiscal constraints set forth below:

A. Incurring salary and/or benefit costs which could exceed the applicable State or Federal reimbursement level for any aid category, as set forth in State Cost Control Plans.

B. Requiring positions to be filled in excess of those authorized to be filled by the Board of Supervisors.

C. Requiring overtime expenditures in excess of overtime funding budgeted and authorized for expenditure by the County Executive Office and the Board of Supervisors and approved by the Agency for employees in this Unit.

Section 3. Workload Distribution

A. To the extent practicable, the County will make reasonable efforts to equitably distribute workload among employees with the same assignment. However, nothing in this Article shall limit the County's ability to establish specialized assignments when the County determines it is appropriate to do so.

Section 4. Performance Ratings

A. Each case-carrying employee's caseload size and error rate shall be considered when the employee's Performance Review is prepared. An employee's overall performance rating shall be based on ratings received in all performance factors in the Performance Review.

B. When an employee carries a caseload five (5) percent above the County assigned workload level for that assignment, it shall be considered and noted in the employee's Performance Review.

C. When an employee maintains an error rate which is below the error rate for that program, it shall be considered and noted in the employee's Performance Review.

D. In any month(s), when an employee's caseload/applications exceed the County assigned workload level for that assignment by five (5) percent or more to a maximum of ten (10) cases, errors which are a direct result of the higher caseload/application levels shall not be a basis for a negative reference in the Performance Review.

E. When it is the judgment of the supervisor that an error is a direct result of an employee's inability to communicate with a client in a common language, that error shall not be a basis for a negative reference in the Performance Review.

Section 5. Uncovered Caseload Assignments

A. Except as provided below, any caseload assignment that is uncovered for (2) weeks or more shall be distributed among existing workers within the function, within the District in a manner consistent with the provisions of this Article.

B. If a caseload assignment is uncovered for two (2) weeks and it reasonably appears that a worker will be available to cover the caseload within the third week, the supervisor may continue to keep the caseload temporarily distributed among the workers of that function within the District.

C. If a caseload assignment is to be uncovered for two (2) weeks or more due to sick leave or vacation, the employees in the unit/section may request through the Union steward that the caseload be distributed on a temporary basis within the unit or function within the District.

D. When a worker whose caseload has been distributed among remaining workers returns from Sick Leave or vacation, upon the request of the employee, the County shall return that worker to his/her prior assignment (unit/caseload) whenever practicable.

ARTICLE XIX WORKLOAD MANAGEMENT FORUMS

Section 1. Intent

The County and AFSCME encourage responsible workload levels for employees, effective flow of information within the Agency and efficient use of available staff. An intended objective of the management forum shall be that , when possible, cases be equitably distributed within the various programs.

Section 2. Establishment of Workload Management Forums

A. Within thirty (30) days of the effective date of this Memorandum, the Agency shall establish a Workload Management Forum as follows:

1. A forum shall be established in the Social Services Agency consisting of up to seven (7) employee representatives and up to an equal number of management representatives.

2. Based on the item for discussion at any particular Workload Management Forum, additional employee or management staff may attend at the mutual agreement of the Agency and AFSCME.

3. A forum shall be established in the Health Care Agency and shall consist of up to two (2) employee representatives and an equal number of management representatives.

B. Employee representatives shall be selected by AFSCME. Management representatives shall be selected by the Agency Head or designee.

Section 3. Objectives

A. Each Workload Management Forum shall meet once each month for the purpose of reviewing current workload management practices, identifying problem areas and exploring potential improvements.

B. Pursuant to this Article, each Workload Management Forum will develop specific recommendations including, but not limited to, the following:

1. improved management information systems;

2. relationships between workload and performance expectations;

3. manageable workload levels within budgetary limitations;

4. methods for achieving equitable distribution of work when possible.

C. Agency management shall review the recommendations of each Workload Management Forum and where practicable, adopt procedures addressing the area(s) of concern.

Section 4. Operating Procedures

A. Each Workload Management Forum shall establish its own operating procedures.

B. Employee representatives shall be allowed reasonable time off without loss of pay to attend meetings.

ARTICLE XX. TRANSFER OF FUNCTIONS

In the event the County plans to enter into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this Representation Unit, or the law or governmental regulations provides for the transfer or substantial modification of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such plans or law or regulation.

The County will consult with the Union in a timely manner to review possibilities for the absorption of affected employees in the Representation Unit into other jobs in the County service or the new agency.

In the event of any such transfer of functions, it is the intention of the County to make every reasonable effort to absorb affected County employees in the Representation Unit who desire to remain employed by the County into comparable employment in the County service. In addition, the County intends to consult with any agency which is absorbing a County function in order to provide for suitable placements within that agency for County employees whose function is being transferred.

ARTICLE XXI SEPARABILITY

In the event that any provision of this Memorandum of Understanding is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXII MANAGEMENT RIGHTS

Any of the rights, powers or authority the County had prior to the adoption of this Memorandum of Understanding are retained by the County, except those specifically abridged, delegated or modified by this Memorandum of Understanding provided that such management rights do not restrict employees from filing grievances.

ARTICLE XXIII MODIFICATION AND WAIVER

This Memorandum sets forth the full and entire understanding of the County and Union regarding the matters set forth herein. Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, only upon mutual agreement, to meet and confer in good faith with respect to any subject or matters covered herein or with respect to any other matter within the scope of representation during the term of this Memorandum of Understanding.

ARTICLE XXIV UNION - MANAGEMENT COUNCIL

Section 1.

The Union - Management Council shall be composed of eight (8) employee representatives chosen by the Union, an AFSCME staff representative, the Director of Financial Assistance and seven (7) additional management representatives.

Section 2. Purpose

The purpose of the Council shall be to discuss issues as identified by the Union or management. The Council shall share information regarding issues of concern that may impact SSA and the bargaining unit and shall seek means of resolving problems.

Current problems can include, but not be limited to, working conditions, discussions and suggestions on work simplification, elimination of non-mandated tasks or discussion of impending changes.

Section 3. General Provisions

A. The Council shall meet once each quarter, unless additional meetings are scheduled by mutual agreement.

B. The Council shall establish such operating procedures as it deems necessary.

C. Council members will be given time off without loss of pay or benefits to attend Council meetings.

D. Impacted site stewards will be given time off without loss of pay or benefits to attend Council meetings; they will return to their work sites when work on their agenda item is completed.

E. Prior to submitting any issue/concern for discussion at a Union-Management Council Meeting, AFSCME representatives will discuss the matter with district level management in an effort to resolve the issue/concern at the lowest possible level.

F. Nothing shall be agreed upon in these meetings which would have the effect of altering or amending this Memorandum of Understanding.

ARTICLE XXV RETIREMENT CONTRIBUTION RATES AND BENEFIT LEVELS

Section 1. Retirement Benefit Levels

A. For employees hired on or before September 20, 1979

1. Such employees are provided a one-fiftieth (1/50) retirement benefit formula per Section 31676.12 of the Government Code for general members. (This retirement formula is commonly known as the "2% at 57" benefit formula.)

2. The retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

B. For Employees Hired on or after September 21, 1979 and Before January 1, 2013, or If Hired on or After January 1, 2013, are Not Considered "New Members" within the Meaning of the Public Employees Pension Reform Act of 2013 (PEPRA).

1. Employees will be provided a one-sixtieth (1/60) retirement benefit allowance as provided in Section 31676.1 of the Government Code. (This retirement formula is commonly known as the "1.67 at 57.5" formula.[1])

2. The retirement allowance of employees will be computed upon the employee's highest three (3) years of compensation per Government Code Section 31462.

C. For Employees Hired on or After January 1, 2013 who are Considered "New Members" within the Meaning of PEPRA.

1. Employees will be provided with the retirement benefit allowance set forth in Section 7522.20 of the Government Code. (This retirement formula is commonly known as the "2% at 62" formula.)

2. The retirement allowance of employees will be computed upon the employee's highest three (3) years of compensation per Government Code Section 7522.32.

[1]The 1.67@57.5 benefit formula provides the following percentages at these ages: 1.92% at age 60; 2.09% at age 62, and 2.43% at age 65.

Section 2. Retirement Contributions

A. Members' normal contribution rates shall be as provide by Government Code sections 31621.5, 31621 or 7522.30, as applicable, for general members.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Effective September 19, 2014, employees will pay the full member contribution for each of the benefit plans provided by the County.

Section 3. Adjustment of Rates

A. Members' normal and cost-of-living contribution rates shall be adjusted subsequent to and in conformance with actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

ARTICLE XXVI JOB ACTIONS

During the life of this Agreement, no job actions shall be caused or sanctioned by AFSCME.

ARTICLE XXVII FLEXIBLE SPENDING ACCOUNTS

Section 1. DEPENDENT CARE REIMBURSEMENT ACCOUNT (DCRA)

The County will administer a Dependent Care Reimbursement Account (DCRA) that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee's dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines and as permitted by the County's Section 125 Plan document.

Section 2. HEALTH CARE REIMBURSEMENT ACCOUNT (HCRA)

The County will administer a Health Care Reimbursement Account that will allow employees the opportunity to allocate a specified amount of bi-weekly pre-tax salary into the employee's health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations, and guidelines and as permitted by the County's Section 125 document.

ARTICLE XXVIII COMPENSATION

Section 1.

Effective October 1, 2005, the PIP program/award ceased. The annual evaluation-only component of the program remains. All evaluations that were completed through December 31, 2005 received the time off award. PIP time that was on the books at that time must have been used by June 26, 2008.

Section 2.

Effective September 19, 2014, the salary schedule will be increased by 3.5% across-the-board.

Section 3.

Effective June 26, 2015, the salary schedule will be increased by 3.5% across-the-board.

MEMORANDUM OF UNDERSTANDING

2012 – 2016

COUNTY OF ORANGE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
FOR THE ELIGIBILITY WORKER UNIT

AFSCME

Sandra Fox
President

Marcos Cardenas
Chief Negotiator

Raymond Hartwell
Vice President

Herman Martinez
Treasurer

Nellie Le Gaspe
Secretary

Minea Gracia
Executive Board Member

Rodrigo Moroyoqui
Executive Board Member

COUNTY OF ORANGE

Michael B. Giancola
County Executive Officer

Steve Danley, Chief Negotiator
Chief Human Resources Officer

Bruce Barsook, Lead Negotiator
Liebert Cassidy Whitmore

Marc Gallonio
Senior ER Manager, HRS

Barbara Voelkel
Program Manager, HRS/Employee Benefits

Jeff Griffin
Administrative Manager, HRS

Tiberina Ugarcovici
Administrative Manager, SSA

Maria Morel
Executive Board Member

Marsela Gastelum
Operations Manager, SSA

Patricia Cortez
Chief Steward

Lupe Chaves
Administrative Manager, SSA

Sally A. Ramirez
AFSCME Business Representative

10-16-14
Date

12/12/14
Date

ELIGIBILITY WORKER UNIT
MEMORANDUM OF UNDERSTANDING
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APPENDIX A

Classes included in the Eligibility Worker Unit as of September 9, 2014.

7005	Eligibility Technician
7009	Employment and Eligibility Specialist