MEMORANDUM OF UNDERSTANDING

2015 - 2019

COUNTY OF ORANGE

AND

THE ORANGE COUNTY ATTORNEYS ASSOCIATION

FOR THE

ATTORNEY UNIT

This Memorandum of Understanding sets forth the terms and conditions of employment for members of the Attorney Unit represented by the Orange County Attorneys Association for the period beginning upon adoption by the Board of Supervisors through June 30, 2019. Unless otherwise indicated herein, all provisions shall become effective upon the date of Board adoption and completion of the conditions set forth in the parties' Settlement Agreement, dated May 15, 2015.

PREAMBLE

Recognition

Pursuant to the provisions of the Employee Relations Resolution of the County of Orange and the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.), the Orange County Attorneys Association, hereinafter referred to as OCAA, is certified as the Recognized Employee Organization for the Attorney Unit. The County hereby recognizes OCAA as the exclusive representative of employees in this unit with respect to wages, hours, and other terms and conditions of employment.

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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:

ASSOCIATION shall mean the Orange County Attorneys Association.

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

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer 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 and special districts governed by the Board of Supervisors.

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

EMERGENCY means 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.

EXEMPT EMPLOYEE shall mean a regular, limited-term or probationary employee who is designated as Executive, Administrative or Professional per the provisions of the Fair Labor Standards Act.

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.

OFFICIAL PERSONNEL FILE shall mean the department and/or Personnel Department file of personnel records maintained on each 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 be 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.

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

ARTICLE I WORK PERIOD AND PREMIUM PAY

Section 1. Work Period

A. The official work period for employees in this Unit shall start on a Friday and end on the second Thursday thereafter. Employees are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The Department Head shall regulate said work periods based on the needs of the County with due regard to maintaining reasonable and equitable work periods for all employees.

B. 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. Premium Pay

A. Attorney Special Duty Pay

1. When an employee is assigned Attorney Special Duty by the County, or Department Head**,** the employee shall be informed of the dates and inclusive hours of such assignment; the employee shall be compensated at the dollar amount that represents one-third (1/3) of his or her basic hourly rate for the salary schedule in effect as of February 1, 2013 for each hour worked in such assignment; and such compensation shall be paid in the pay period in which it is earned.

2. Attorney Special Duty requires the employee so assigned: 1) to be ready to respond immediately to calls for service; 2) to be reachable by telephone; 3) to remain within a specified distance from his or her work location; and 4) to refrain from activities which might impair his or her ability to perform assigned duties.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional twenty (20) cents per hour (approximately thirty-five [35] dollars per month) for each hour worked.

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

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

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

2. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the Department Head, who will consider it according to:

   a. department need;

   b. availability of a qualified replacement; and

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

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step 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 particular class or position in which the new employee is hired except as provided in Sections 2.B., C. and D., 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 ten (10) 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 ten (10) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.C., below, for new employees.

4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

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

B. A new or rehired full time 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.

C. 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. A new or rehired employee in a part-time regular or limited-term position will have a merit increase eligibility date which shall be the first day of the pay period following completion of two thousand, eighty (2080) 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. 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.

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

2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases beyond Step 9, and if granted, in what amounts, shall be solely within the discretion of the Department Head, and shall be based on merit.

3. Effective the first pay period in July 2015 a new merit salary step (step 13), will be added for attorneys in the Attorney III, IV and V classifications. Attorneys in the Attorney III, IV and V classifications,

who have been at step 12 for at least one year as of the first pay period in July 2015 will receive a special performance evaluation in July 2015 (eligible attorneys who have their regular evaluation date in July will receive their regular performance evaluation during July). If the attorney receives a rating of “standard” or above on this performance evaluation, the attorney will move into step 13 as of July 10, 2015. Regardless of what performance rating these attorneys receive, attorneys who are evaluated in July 2015 will have their scheduled evaluation set for the month of July for future years.

Attorneys on step 12 who have not been at step 12 for at least one year as of the first pay period in July 2015 will have an opportunity to move into step 13 if they receive a rating of “standard” or above on a performance evaluation after the first pay period in July 2015.

E. If, in the department's judgment, the employee's performance does not warrant 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 department 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. The employee may be reevaluated at any time, 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.

F. 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. <u>Salary on Promotion</u>

A. Except as modified by B., below, a regular, limited-term or probationary employee hired on or after July 2, 1976, 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 new range, except that when a new probationary employee is being promoted from a class with a recruitment step higher than Step 1, the employee's new salary shall be determined by the Chief Human Resources Officer. 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 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 regular 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, 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 Department 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.B., 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 Department 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
Less than 5 years	Two years from the date of reclassification
5 years but less than 10 years	Three years from the date of reclassification
10 years but less than 15 years	Four years from the date of reclassification
15 years but less than 20 years	Five years from the date of reclassification
20 years but less 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.

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.2.

Section 8. Salary on Reemployment

A. A person who is re-employed in the same occupational series in which the person held regular status and was separated in good standing, 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 re-employed 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, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

Notwithstanding anything in this Memorandum of Understanding to the contrary, when, in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

ARTICLE III GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

A new or re-employed employee in a regular or limited-term position shall be placed on a new probation period 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 Employees

A new or re-employed employee in a part-time regular or limited-term position shall be placed on a new probation period for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

B. Promotional Probation

1. Except for circumstances covered by B.2. below, whenever a full or part-time employee is promoted, other than a temporary promotion, the employee shall serve a promotional probation period as follows:

a. Full-time employees

1) Employees promoting into a position as an Attorney II or as an Attorney III shall serve a promotional probation period of fifty-two (52) weeks from the date of promotion ending the first day of the pay period following completion of said period.

2) Employees promoting into a position as an Attorney IV or as a Senior Deputy 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. Part-time employees

1) Employees promoting into a position as an Attorney II or as an Attorney III shall serve a promotional probation period of two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.

2) Employees promoting into a position as an Attorney IV or as a Senior Deputy shall serve a promotional probation period of one thousand forty (1040) paid hours ending with the first day of the pay period following completion of said period.

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 Department Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the department at any time without right of appeal or hearing except as provided in C.3., below.

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, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

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 a 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 Department 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/failure was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of 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.D., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When a Department 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 Sections 1.E, 1.,2. and 3. of this Article, below, and an employee who is permitted by the department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one (1) department 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. If the employee is on probation, 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 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/department or the request of the employee with the concurrence of the agency/department, the probation period of an employee may be extended on a one-time basis. Such an extension is 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 and provided that management has given the employee timely interim and final evaluations. The final evaluation must indicate specific areas where improvement is needed in order to pass probation. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. <u>Performance Evaluation</u>

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 for every two thousand eighty (2080) hours of service; and in addition, for employees on probationary status, at least once near the middle of the probation period.

During 2015, the four County departments that utilize attorneys (ie., District Attorney, Public Defender, County Counsel, and Child Support Services) will meet to develop consistent generic guidelines on what is considered “standard,” “above standard,” and “outstanding” performance. OCAA will have input into the development of these generic guidelines.

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. No material will be placed in an employee's official personnel file without being shown to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file 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. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

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

F. Any contents of an employee's official personnel file may be destroyed 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 unless the particular item is otherwise required by law to be kept.

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 XI, 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 Department Head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation, sick leave and annual leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation, sick leave and annual leave accrual, retirement, layoff and new employee probation.

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 Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department 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. A department 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 less than one (1) year.

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 department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. Employees retired for physical disability who are interested in pursuing reemployment with the County will be advised to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits.

B. Employees retired for physical disability who contacted and received advice from OCERS under subsection A above, who within two (2) years from the date of retirement or date their disability retirement is

discontinued, request 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 the 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 Departmental Leave for such period of time.

Section 8. Requests for Job Sharing

The County will consider Job Sharing requests submitted by employees. The request shall include a comprehensive plan of how the work would be accomplished. Management may modify or terminate job sharing arrangements upon two weeks' notice to the employee(s). Wherever practicable the department will provide a sixty (60) day notice. Unless it is specifically stated otherwise, Job Sharing employees will receive benefits based on their part time status.

Section 9. 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/department to another class in the County service or transfer from one (1) agency/department to another.

Section 10. Transfer Policy for OCAA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCAA officer or Grievance Representative to a different location if:

A. the employee's performance is standard or better; and

B. OCAA objects to such assignment (OCAA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the department who meets the specific qualifications for the assignment.

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 (approximately nine [9] days per year).

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 (approximately twelve [12] days per year).

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. Employees may only accumulate up to a maximum of 1500 hours of sick leave.

B. Permitted Uses of Sick Leave

Sick Leave may be applied to:

1. An absence necessitated by 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 department.

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, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent or legal guardian. If the absence qualifies as Family Leave under applicable federal or state

law, the absence shall be governed by this section or applicable law, whichever provides the greater benefit to the employee.

5. Absence from duty because the employee's presence is needed to attend to the illness of the employee's child, spouse, parent or domestic partner, to the extent required by Labor Code section 233.

6. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to 24 hours or three (3) working days (whichever is longer) per year. For purposes of this Section "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

   The first three days or 24 hours, whichever is greater, of paid sick leave taken each 12 month period will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code sections 245-249). The 12 month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12 month period is the 12 month period beginning on the employee's hire date.

7. 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 department 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 department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

8. Absence from duty because of personal business not to exceed twenty (20) working hours during the payroll year.

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

C. Prohibited Uses of Sick Leave

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., B.5 or B.6., above.

2. Absences which occur on a County holiday.

D. General Provisions

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

2. Except as limited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement, or when the employee has been under the care of a physician.

Section 2. Bereavement Leave

Upon request, full-time regular, limited-term or probationary employees shall receive necessary time off with pay, not to exceed forty (40) hours in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family. Part-time employees will receive time off with pay in an amount not to exceed 20 hours of leave. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental 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 department except in cases where Official Leave has been authorized pursuant to Sections 11, 12 and 14, below. The Department Head may require that all accumulated compensatory time be used prior to granting of Departmental Leave. The use of earned vacation or Annual Leave prior to the obtaining of Departmental Leave shall be at the option of the employee.

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 subsection 2., below. Such Leave may be authorized only after an employee's completion of a Departmental Leave provided that granting of a Departmental Leave shall not be a prerequisite to a request for Official Leave. The department may require that all or a portion of compensatory time, vacation time and not more than 192 hours of annual leave be used prior to granting such leave. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave Plan provisions.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the department 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 department denies the extension of such Leave, the provisions of subsection 5 below, shall not apply.

4. An employee who is eligible for and requests Family Leave pursuant to Article IV, Section 14 below and applicable law, shall be granted official leave to the extent required by such law. Such leave shall be authorized only after use of leave balances as specified below:

   a. When Official Leave involves the employee's own serious health condition – after all accumulated compensatory time, vacation accruals, sick leave or annual leave have been used;

   b. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals or not more than 192 hours of annual leave have been applied toward the absence.

   The use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.

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 an employee does not give two (2) weeks' notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until the employee gives such notice; however, the Department may waive the notice or reduce the notice period at its discretion.

5. Except as to leaves which must be granted pursuant to Sections 11, 12 and 14 of this Article, the department shall indicate on the request its decision as to whether the request should be granted, modified or

denied and shall promptly transmit the request to the Chief Human Resources Officer. He or she shall deliver a copy to the employee. If the Department Head does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of this action, file a request for review with the Chief Human Resources Officer. The Chief Human Resources Officer shall review the request and make a decision within seven (7) calendar days. The decision of the Chief Human Resources Officer shall be final.

6. An Official Leave shall not be deemed a break in County service but such Leave shall not be credited toward continuous service.

C. General Provisions

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 department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. below apply.

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. A medical statement indicating that the employee is unable to perform the duties of their job, the expected date of return and period of disability shall be submitted with the Leave request.

2.

a. Except as set forth in subsection “b” below, such Leave shall begin after all accrued compensatory time, vacation time and 192 hours of annual leave for full-time employees and 96 hours of annual leave for part-time employees have been applied toward the absence. The use of annual leave beyond 192 hours (or 96 hours for part-time employees) shall be at the discretion of the employee, subject to the Annual Leave provisions.

b. For pregnant employees the leave will begin after all accrued compensatory time, vacation time and 50 hours of annual leave for full-time employees and 25 hours of annual leave for part-time employees have been applied toward the absence. The use of annual leave beyond 50 hours (or 25 hours for part-time employees) shall be at the discretion of the employee, subject to the Annual Leave provisions. Once all annual leave

has been exhausted, the 50/25 hour requirement will apply to the use of accrued vacation time.

3. The employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. (This provision does not apply to pregnancy disability leave.)

4. For employees who are disabled because of pregnancy, as defined by state law, the County will maintain and pay for an eligible employee's coverage under the County's group health plan for the duration of the leave, not to exceed four (4) months over the course of a 12-month period, at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

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

C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period; provided, however, that if the absence also qualifies for Family Leave pursuant to Article IV, Section 14, or applicable law, the absence shall be granted to the extent required by applicable law.

Section 5. Attorney Leave With Pay Bank

When an Attorney III, Attorney IV, or Senior Deputy is required to work hours substantially above the norm for an extended period of time, the employee becomes eligible to request leave with pay from the Attorney Leave With Pay Bank.

A. Eligibility

1. Regular or limited-term Attorney IV's or Senior Deputies.

2. Regular or limited-term Attorney III's who are not on probationary status.

3. The work hour requirements are met.

B. Allocations

1. Effective June 27, 2003, departmental allocations to the Attorney Leave With Pay Bank will be twenty-four (24) hours per Attorney III, Attorney IV or Senior Deputy.

2. At the conclusion of the allocation period, the unused portion of the allocated hours, if any, will be deleted.

C. Procedures

1. Employees may submit requests for eligibility for the Attorney Leave With Pay Bank.

2. The department will determine eligibility based on the criteria stated in this Section.

3. Eligible employees may request up to twenty-four (24) hours leave with pay once per fiscal year in a manner prescribed by the department.

4. Leave with pay requests for eligible employees shall be scheduled by the department; however, consideration shall be given to effectuating the wishes of those employees requesting specific Attorney Leave With Pay periods.

5. Grievances regarding Article IV, Section 5 are not referable beyond Step 1 of the grievance procedure.

Section 6. 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 illness, injury or pregnancy shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the County.

Section 7. 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. 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 8. 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 9. Leave for Union Business and Officer Leave

A. Leave Without Pay - The County shall allow a regular, limited-term or probationary employee up to five (5) working days absence without pay during each payroll year for the term of this Agreement to perform official union business, provided that:

1. OCAA shall make such a request to the employee's Department Head at least ten (10) days in advance.

2. OCAA 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.

B. Officer Leave With Pay - The County agrees to grant, if requested by OCAA, Officer Leave with pay and without loss of any benefits, except as provided below, to a designated officer ("Officer") of OCAA during the term of this Memorandum of Understanding provided that:

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

2. The Officer Leave is requested not less than five (5) calendar days in advance. Said notice may be waived by mutual agreement.

3. OCAA promptly reimburses the County for all OCAA Officer salary expenses incurred during the Officer Leave.

4. OCAA promptly reimburses the County for all benefit expenses incurred during the Officer Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Officer Leave.

6. Vacation and sick leave accrual rates will apply to the employee as though he or she were on duty status.

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

8. The probation period, if applicable, shall be extended by the length of the Officer Leave. The extended probation period shall end on the first day of the pay period following the expiration of the extension period.

9. Layoff points shall not be affected by Officer Leave.

10. Not more than one (1) employee shall be eligible for Officer Leave at any one (1) time; provided that Officer Leave hereunder shall be considered to be in addition, and as a supplement, to both (1) the "official time" to negotiate with the county provided by Section 15 of the Employee Relations Resolution; and (2) the 5-working days for leave for Union business in Article IV, Section 9.A.

Section 10. Absence Without Authorization

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. If an employee does not have authorization to be absent from work, such employee may request authorization from the Department 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 10.A., above, at least (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 accept and enter 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 effective date of such proposed action;

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/department as to the cause of the unauthorized absence and reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the agency/department 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/Department determines it is appropriate to use sick leave, compensatory time, vacation, annual leave 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 resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 11. 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 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 compensatory time, vacation time and 192 hours of annual leave for full-time employees and 96 hours for part-time employees has been applied toward the absence. The use of annual leave beyond 192 hours (or 96 hours for part-time employees) shall be at the discretion of the employee, subject to the annual leave provisions.

B. Employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period. If the absence also qualifies for Family Leave pursuant to Article IV, Section 14, and/or Pregnancy Disability Leave under California law, the absence shall be governed by this Section, or applicable law, whichever provides the greater benefit to the employee, unless otherwise required by law.

C. Sick Leave or Annual Leave may be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the department with a certificate signed by a licensed physician stating the employee is unable to perform the duties of their job, the expected date of return 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 12. Workers' Compensation Leave

A. When an injury is determined to be job-related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made, and all sick leave or 192 hours of annual leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

B. Workers' Compensation Leave shall continue until the employee:

1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

2. is determined to be physically able to return to work with medical restrictions which the County can accept, and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

3. accepts employment outside the County; or

4. accepts employment in another County position; or

5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or

6. is retired pursuant to Government Code provisions.

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 department shall not be required to return the employee to work until such notice is given; however, the department may waive the notice or reduce the notice period at its discretion.

Section 13. Leave for Attendance at Professional Conferences

A. A regular, limited-term or probationary employee shall receive, upon request, three (3) days (24 hours) Leave with pay each fiscal year for attendance at professional conferences subject to the following conditions:

1. A request is made in advance in the manner prescribed by the department.

2. The conference is job related.

3. Costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any, are not provided under this Section.

4. The employee's performance is standard or above.

B. Attendance at conferences by members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the department or in the assigned unit.

C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate coverage in the Unit, past record of conference attendance and applicability of the conference to the specific work assignment.

D. Requests may be made for more than three (3) days leave for attendance at a professional conference in any one (1) year under this provision; however, approval shall be at the sole discretion of the department.

E. Attendance at conferences out of the general area will require approval under the County Travel Request procedure. Travel Requests which do not seek County payment of any costs connected with conference attendance other than paid leave will be recommended for approval by the department provided the conditions of Section 13 are satisfied.

F. Out-of-state travel time is not applicable to leave for attendance at professional conferences.

Section 14. Family Leave

A. General Provisions

1. Family Leave shall be granted to the extent required by law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this Section, “family leave” under this Agreement shall mean leave pursuant to the FMLA and CFRA.

2. Family Leave may be used in the following situations:

a. An employee's serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability due to pregnancy, childbirth or related medical conditions;.

b. The birth of a child, and in order to care for the newborn child within one year of birth;

c. Placement of a child for adoption or foster care within one year of the placement;.

d. An employee's presence is needed to attend to a serious health condition of the employee's child, spouse, registered domestic partner, parent or child of an employee standing in loco parentis (those with day-to-day responsibilities to care for and financially support a child).

e. Leave for a qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces.

f. Leave to care for a spouse, registered domestic partner, child, parent, or "next of kin" who is a covered servicemember of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

2. The County and OCAA agree that certain other types of leave available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.

3. Eligibility for Family Leave will be determined according to the requirements of applicable law.

4. Family Leave shall not exceed twelve (12) work weeks for situations covered by subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

5. Leave taken under the FMLA for disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act. A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

6. When a request for Family Leave is approved, the Department shall determine whether sick leave, vacation, compensatory time and/or annual leave is to be applied. Such determination shall be consistent with other leave provisions of this Agreement. Regardless

of the determination, an eligible employee may choose to substitute sick leave, vacation, annual leave or compensatory time for unpaid Family Leave. Paid leave will run concurrently with unpaid Family Leave when taken for an FMLA/CFRA qualifying event.

B. Notification Requirements

1. Employees shall provide at least 30 days verbal notice sufficient to make the agency/department aware that the employee needs Family Leave for reasons qualifying for Family Leave under this agreement or applicable law, and the anticipated timing and duration of the leave. Where 30 days advance notice is not practicable, notice must be given as soon as practicable.

2. The agency/department will promptly (within two business days absent extenuating circumstances) notify an employee if leave is to be counted as Family Leave. Family Leave may not be retroactively designated by the agency/department as Family Leave or CFRA leave except as provided by law.

C. Verification

1. As a condition to the approval of Family Leave, an employee may be required to furnish 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 or her duties because of the employee's own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.

2. Employees who request leave to care for a covered servicemember who is a child spouse, parent, registered domestic partner, or “next of kin” of the employee must provide written certification from a health care provider regarding the injured service member’s injury or illness.

3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of the covered military member’s active duty orders or other documentation issued by the military which indicates that the covered military member is on active or called to active duty in a foreign county with the dates of active duty services. New active duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.

4. 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. The employee shall earn a second eighty (80) hours of vacation when he or she has accumulated four thousand one hundred sixty (4160) regularly scheduled paid hours and a third eighty (80) hours vacation when he or she has accumulated six thousand two hundred forty (6240) regularly scheduled paid hours. The employee shall in addition earn .0193 hours of vacation for each hour of pay during the regularly scheduled workweek. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.

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 .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately four [4] weeks per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the vacation accumulation account only upon completion of each pay period with no credit to 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 or part-time County service, an employee in a regular or limited-term position shall earn .0962 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately five [5] weeks per year), or a pro-rated amount for part-time employees, under the same terms and conditions as for the prior rate of accrual.

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 employee shall in addition earn .0193 hours of vacation for each hour of pay during his or her regularly scheduled workweek. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.

E. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee shall be four hundred eighty (480) hours and a prorated amount equal to twelve (12) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

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 (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. Vacation shall be scheduled for employees by their department; 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. During each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of sixty (60) hours each or one (1) increment of one hundred and twenty (120) hours. However, an

employee may not cash-out vacation time until his/her annual leave balance has been eliminated.

ARTICLE VI ANNUAL LEAVE PLAN PROVISIONS

These Annual Leave provisions apply only to regular and limited term employees hired on or after July 15, 1977 and before the implementation date of this Agreement.

As discussed more fully in Section 5 of this Article, effective upon implementation of this MOU, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article IV, Section 1 and Article V.

Section 1. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the 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 department.

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, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, grandparent or legal ward. If the absence qualifies as Family Leave under applicable federal or state law, the absence shall be governed by this section or applicable law whichever provides the greater benefit to the employee.

5. Absence from duty because the employee’s presence is needed to attend to the illness of the employee’s child, spouse, parent or domestic partner, to the extent required by Labor Code section 233.

6. Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to three (3) working days per year. For purposes of this Section “family member” means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

7. Absence from duty because of personal business not to exceed twenty (20) annual leave hours during the fiscal year.

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

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 2. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by the department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the department except in cases of emergency.

C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.

D. 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.

Section 3. General Provisions

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

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 4. Payoff of Unused Annual Leave

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 750 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 60 hours of Annual Leave; an additional 60 hours may be requested, with its payout at the discretion of the Department Head;

2. An employee who has 750 or more hours of Annual Leave as of the implementation date of this MOU, shall be allowed to cash out up to 120 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 750 hours, at which point cash-out procedures will be governed by Section 4.A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below. The maximum hours of accrued annual leave balances that have cash value depends upon years of County service as noted below. The following formula is used to calculate the payoff:

Years of Service	**Maximum Payoff**
Less than 4 years	160 hours maximum paid at 100%
4 but less than 10	320 hours maximum paid at 100%
10 but less than 15	480 hours paid at 100%; remaining balance (up to a maximum of 1200 hours less the maximum hours paid at 100%) obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance up to 1200 hours
15 or more	480 hours paid at 100%; remaining balance (up to a maximum of 1600 hours less the maximum hours paid at 100%) obtains cash value of 2% for each year of service, to a maximum of 50%; 25 or more years of service equals 50% of the remaining balance up to 1600 hours

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 480 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.E; remaining hours, up to the accrual limits

specified in Article V, Section 1.E, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.J), will be considered as a payoff for purposes of this provision.) Employees with 10 or more years of service will be eligible to receive pro-rated pay-outs at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1200 or 1600 hours depending on the years of service (ie., at least 10 but less than15 years v. 15+ years). For example, an employee with 18 years of service has 320 hours of accrued vacation and 580 hours of accrued annual leave at the time of separation of service. The employee would be entitled to 480 hours of full pay (320 hours of vacation and 160 hours of annual leave) plus 420 hours of pay (580 – 160) at 36% (18 years x 2%).

In addition, any annual leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.

C. Years of service as used herein shall be the equivalent of full-time continuous service in a regular position.

D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment under the following conditions:

1. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100% (ie., 160 hours for employees with less than four (4) years of service, 320 hours for employees with at least four (4) years of service but less than ten (10) years of service, 480 hours for employees with at least ten (10) years of service). If the employee does not take time off or the amount of leave taken as time off does not exceed the amount of hours the employee is eligible to be paid at 100%, the remaining balance (up to the allowed maximum less the maximum hours taken as time off), shall be paid in accordance with the payoff provisions set forth in Section 4.B of this Article.

2. Notwithstanding the above, any annual leave taken as time off during the final three (3) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final three (3) pay periods of employment.

Section 5. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective upon implementation of this MOU, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article IV, Section 1 and Article V.

B. Annual leave that has been accumulated prior to the implementation of this MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave to its depletion prior to use of sick leave or vacation.

C. During the 90 day period July 1, 2015 to September 30, 2015 only, employees may convert annual leave that has been accumulated prior to the implementation of this MOU to sick leave, provided the conversion does not result in the employee exceeding the 1500 hours cap for sick leave.

ARTICLE VII HOLIDAYS

Section 1. Holidays Observed

A. County employees shall observe the following holidays:

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
Independence Day, July 4
Labor Day, September 5
Columbus Day, October 10
Veteran's Day, November 11
Thanksgiving Day, November 24
Day after Thanksgiving, November 25
Christmas Day, December 25

2017: New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 16
Lincoln's Birthday, February 12
Washington's Birthday, February 20
Memorial Day, May 29
Independence Day, July 4
Labor Day, September 4
Columbus Day, October 9
Veteran's Day, November 11
Thanksgiving Day, November 23
Day after Thanksgiving, November 24
Christmas Day, December 25

2018: New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 15
Lincoln's Birthday, February 12
Washington's Birthday, February 19
Memorial Day, May 28

Independence Day, July 4
Labor Day, September 3
Columbus Day, October 8
Veteran's Day, November 11
Thanksgiving Day, November 22
Day after Thanksgiving, November 23
Christmas Day, December 25

2019 New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 21
Lincoln's Birthday, February 12
Washington's Birthday, February 18
Memorial Day, May 27

B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

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

D. 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. A 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.

B. 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.

C. 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 or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked.

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 C.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

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

E. 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.

F. 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. Consideration shall be given to effectuating the wishes of employees. Employees with existing compensatory time balances of sixty (60) hours shall be paid for all compensatory time in excess of that amount.

ARTICLE VIII 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 the Internal Revenue Service standard mileage rate for business use of a car for each mile driven during each monthly period.

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.

Section 3. Bar Fees

The County shall reimburse employees annually for the California and Orange County Bar fees provided such employees are on the payroll on January 1st of each calendar year. Extra help employees who become regular during the bar year are eligible for bar fee reimbursement for that bar year.

Section 4. Attorney Optional Benefit Plan

A. Eligibility: A full-time regular, probationary or limited-term attorney is eligible to receive the Attorney Optional Benefit provided he or she is continuously employed in a full-time capacity in a designated class in the Attorney Unit. Attorneys working in a job-sharing or part-time assignment whose normal workweek consists of twenty (20) hours or more will be eligible to receive fifty (50) percent of the Attorney Optional Benefit amount available to full-time employees.

   Attorneys hired or promoted into the Attorney Unit after the commencement of a plan year will be eligible for the Optional Benefit on a pro-rata basis the first day of the month following the twenty-eighth (28th) day of employment in an eligible classification.

   An employee on an unpaid leave of absence during the annual Open Enrollment will be provided the opportunity to make his/her elections for the upcoming plan year. However, if the employee has not returned to work in an eligible status on January 1st of the new plan year, his/her elections will be suspended until he/she returns to work. Upon return to work, elections and benefits will be reinstated on a prorated basis, effective the first day of the month following the return to work in an eligible classification.

B. Each eligible full time employee shall be entitled to select benefits from those listed below at a cost to the County, and be reimbursed for eligible

expenses in an amount not to exceed two thousand ($2,000) dollars, effective the beginning of each calendar year. Eligible part-time attorneys shall be reimbursed in an amount not to exceed one half of the Optional Benefit Plan amount for full-time attorneys.

C. The options available shall include the following types of benefits:

1. Health/Accident:

a. health care and/or dental care expenses which are not reimbursed through any other source (employee and/or dependents) as permitted by state and federal law, regulations and guidelines and as permitted by the County's Section 125 Plan document. Examples of items covered under this provision may include such items as health and dental insurance deductibles, vision care, lenses and frames for eye glasses and orthodontic treatment.

i. Any portion of the Optional Benefit allocated towards the health reimbursement category as outlined in Section 4.C.3.a. will be subtracted from the amount the employee is eligible for under the County's Health Care Reimbursement Account (if the employee participates) and subject to state and federal law, regulations and guidelines and as permitted by the County's Section 125 Plan document.

ii. Claims shall be made in the manner and/or form designated by the County or its designee, and shall be paid subject to state and federal law, regulations and guidelines, and as permitted by the County's Section 125 plan document.

iii. Any portion of the optional benefit allocated towards the health reimbursement category in which claims are not incurred within the plan period shall remain County funds.

b. employee's share of Accidental Death and Dismemberment insurance premiums for employee and dependents available through the County;

2. cash (taxable);

3. the County's Defined Contribution Plan: A pre-tax contribution to the County's Section 457(b) Defined Contribution Plan.

D. An employee who does not make an election during the election period shall receive a taxable cash lump sum following the close of the election period. Employee elections are irrevocable unless permitted by state and federal law, regulations and guidelines and allowed by the plan document. For expenses to be eligible, they must be incurred during a plan period in

which an employee is eligible. Claims may be filed at any time during the plan period and all claims must be filed no later than March 31st of the next year.

E. The Chief Human Resources Officer or designee shall administer the plan in accordance with the stated purpose and pursuant to state/federal law.

ARTICLE IX 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 (defined as a rating of “does not meet performance objectives”) 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. Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less, when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including but not limited to situations that may endanger life or property, the employee shall:

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

B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary 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 ten (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. Prior to the effective date of such suspension, 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 department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCAA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after suspensions pursuant to Section 2., above.

F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. below of this Article.

G. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. <u>Suspension</u>

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

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 this Article, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5. 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 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 6. 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 this Article, a discharge may be appealed directly to arbitration.

Section 7. 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 or 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.

ARTICLE X 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;

3. position classifications;

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, he or she shall refer it to the appropriate step in the procedure. By mutual agreement of the County and OCAA any step of the procedure may be waived.

D. The Chief Human Resources Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation. OCAA 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.

H. In order to encourage frank discussion and compromise in attempting to resolve grievances, the County and the Association agree that the grievance files of the respective parties shall be confidential.

Section 3. Submission of Grievances

A. Any employee or group of employees 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.

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.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCAA in the formal grievance/appeal procedure.

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

C. OCAA representatives may represent the employee at Steps 1 and 2 of the grievance/appeal procedure and in arbitration.

D. If an employee chooses not to be represented by OCAA, OCAA may have a representative present at Step 2 see Section 7. below of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCAA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCAA.

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 under the grievance/ appeal procedure to resolve the matter 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 under the grievance/appeal procedure to resolve the grievance/appeal, or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees, or through examination of appropriate County records or locations 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 if his or her supervisor determines that such interruption or absence will 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. 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: Department Head

An employee may formally submit a grievance to the Department Head or is or her designee 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 seven (7) calendar days after receipt of the written grievance, the Department Head or his or her designee shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant.

Step 2: Chief Human Resources Officer

If the grievance/appeal is not settled under Step 1 and it concerns:

a. an interpretation or an application of this Memorandum of Understanding (other than Article IV, Section 5);

b. a substandard performance evaluation;

c. a deferral or denial of a merit increase, or a dispute about the number of steps granted;

d. a written reprimand; or

e. a probationary release alleging discrimination; it may be appealed in writing to the Chief Human Resources Officer within seven (7) calendar days after receipt of the written decision from Step 1. Appeal of a suspension and/or a reduction ordered by a Department Head or his or her designated representative may be submitted in writing at Step 2 within ten (10) 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 designee 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.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2, provided however, prior to going to arbitration, either party may request that the grievance be referred to mediation. Within thirty (30) calendar days after an arbitration request has been presented to the Chief Human Resources Officer the arbitration date shall be scheduled. Upon written consent of the parties, (i.e. the representative of the County and the employee or his or her representative), the time limit for arbitration may be extended.

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 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 1, it may be presented to the Chief Human Resources Officer within fourteen (14) 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 an employee or by a representative of OCAA, and shall be submitted in writing.

d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?

e. 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, provided however, prior to going to arbitration, either party may request that the appeal be referred to mediation.

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. All Disciplinary Actions

If the arbitrator finds that the disciplinary 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 to 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.

3) Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the appellant received since 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 XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCAA?

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

2. Findings of Facts and Remedies

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

b. In the event the arbitrator finds a violation of Article XVIII, 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 XVIII, 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. 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 XVIII, 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.

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

3. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. The County 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.

10. The parties agree to forego the use of briefs and transcripts whenever practicable.

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

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provisions

A. This procedure shall not apply to a temporary layoff of less 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 or more agencies/departments are consolidated, or when one (1) or more functions of one (1) agency/department are transferred to another agency/department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.

D. Section 7, Reemployment List, 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 necessary, employees in regular positions and those occupying limited term positions at the direction of their Department Head shall be laid off in an order based on consideration of:

1. employment status;

2. past performance;

3. length of continuous service with the County.

B. Layoffs shall be made by class within an agency/department 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/department.

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

Employment Status	Layoff Order
First – Temporary Promotion	Determined by Department

Second – New Probationary	Determined by Department
Third – Regular/Promotional Probationary	Layoff Points

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 department 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.

E. OCAA may designate employees who are regular OCAA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

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 two hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit point shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

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., below

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6., below 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 department 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 department 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 date of proof of service by mail, to notify their department 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 department 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 person shall be placed on AGENCY/DEPARTMENTAL 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/DEPARTMENTAL 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/DEPARTMENTAL 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/DEPARTMENTAL 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/DEPARTMENTAL 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 a 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 a department, other than the department 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 a department, other than the department 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 eligible shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligible certified from lower ranking eligible lists. Appointments shall be made only from eligible 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/DEPARTMENTAL 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.

D. In the event two (2) or more departments are consolidated while AGENCY/DEPARTMENTAL 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) department to another department occurs, employees previously laid off from such function(s) who are on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

D. Reemployment lists shall be available to OCAA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is 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 or Annual 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, vacation and annual leave 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, Section 1.B. if reemployment is in a higher class or an 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 the 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 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 as if the employee were on a Leave of Absence Without Pay, except if the employee is returning to a step at least two (2) steps above the step he/she left, the merit increase eligibility date shall be 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 which the employee was reduced, the employee shall be deemed returned to the class from which the employee has been reduced as provided above and the employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.

ARTICLE XII ON-THE-JOB INJURY, WORKERS' COMPENSATION

Section 1. 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.

Section 2. Workers' Compensation Supplement Pay [this provision will be in effect for all injuries which arose before March 5, 2013]

A. 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.

B. 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, vacation, and/or annual leave in that order.

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

D. 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, annual leave, compensatory time and/or vacation expended since the fourth (4th) 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, vacation and/or annual leave expended or since the first day of disability shall be restored to the employee's account(s).

E. 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.

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

G. 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, Annual Leave and vacation earning rates.

Section 2a. Workers' Compensation Supplement Pay [this provision will be in effect for all injuries which arise on or after March 5, 2013]

A. 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, vacation, and/or annual leave in that order.

B. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, 66.667% of all sick leave, annual leave, compensatory time and/or vacation expended since the fourth (4th) 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, 66.667% of all sick leave, compensatory time, vacation and/or annual leave expended or since the first day of disability shall be restored to the employee's account(s).

C. 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.

D. While an employee is receiving temporary disability payments, the employee may, at his or her option, use sick leave, annual leave, compensatory time, and vacation, in that order, to supplement such pay so that the employee receives not more than his/her regular salary during the employee’s industrial injury leave.

E. 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, Annual Leave and vacation earning rates.

Section 3. 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 forty (40) working hours for a full-time employee or seven (7) 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 XIII SAFETY

Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCAA 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 every reasonable effort to provide and maintain a safe place of employment. OCAA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

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 in good faith 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. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

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, an OCAA designated employee shall be allowed to accompany the inspector while the inspector is in the employee's department. 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. Abatement of Violations

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4. Safety Representatives

A. Safety Representatives may be selected by OCAA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work, and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee 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 Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

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

b. and he or she does not unduly interfere with the work of the unit.

Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.

ARTICLE XIV MEDICAL EXAMINATION

Employees in this Unit shall be eligible to take the County Multiphasic Medical Examination once during each fiscal year of this Agreement, but not sooner than eleven (11) months since the last time the County Multiphasic Medical Examination was administered to the employee.

ARTICLE XV UNION RIGHTS

Section 1. Payroll Deduction

A. Membership dues of OCAA members in this Representation Unit and insurance premiums for such OCAA sponsored insurance programs as may be approved by the Board of Supervisors, shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCAA.

B. OCAA shall notify the County, in writing, as to the amount of dues uniformly required of all members and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 2. Employee Information Listing

Upon request, the County shall provide OCAA with a complete and current listing of all employees in this Unit on a quarterly basis. Such listings shall include employee name, job classification, department, timekeeping location, salary range and step. OCAA agrees to pay all costs necessary to providing such lists.

Section 3. Notification of New Employees

The County agrees to inform new employees that they are in the Attorney Unit and that OCAA is the exclusive representative of employees in the Bargaining Unit.

Section 4. Agency Shop

A. Dues/Service Fees

1. In accordance with an Agency Shop election held on October 11, 2005, all full-time, regular employees in the Orange County Attorneys Association will be required, as a condition of employment, to become a member of OCAA, or to pay to OCAA a service fee in an amount not to exceed periodic dues of OCAA.

2. The amount of dues and service fees shall be determined by OCAA and the County shall implement any change in the first pay period which commences thirty (30) days after the Chief Human Resources Officer receives written notice of the change.

3. All employees in the representation unit shall be notified that they are required to pay dues or a service 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 objector exemption described below.

4. Any employee who is verified to be 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 financially support the organization. Such an employee shall, in lieu of periodic dues or service fees, pay sums equal to the amount of service fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, which has been selected by the employee from the following list of such funds designated by OCAA:

   California Peace Officers Memorial Foundation
   United Labor Agency of Orange County
   Orange County Child Abuse Prevention Center

   Such payments shall be made by payroll deductions as a condition of continued exemptions from the requirements of financial support of OCAA and as a condition of continued employment.

B. Management Responsibilities

The County shall notify OCAA promptly of any employee who, because of a change in employment status, is no longer a member of the Orange County Attorneys Association, or who is no longer subject to the provisions of this Article.

C. OCAA Responsibilities

1. OCAA shall keep an adequate itemized record of its financial transactions and shall make available annually to the County, and to members of the representation unit, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified to its accuracy by its president and treasurer, or by a certified public accountant.

2. Challenge Procedure

   OCAA certifies to the County that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable nonmember service fee payers to meaningfully challenge the propriety of the use of service fees. Those procedures shall be in accordance with applicable California law.

   In accordance with state laws and regulations, all non-members were informed of their specific right to challenge the agency fee for services following the first 60 days of the implementation of the agency shop provisions.

3. Indemnification

OCAA agrees to indemnify and hold harmless for any loss or damage arising from the County's compliance with its agency fee obligations under this Article. The County shall, immediately upon receipt of notice of the commencement of any legal or administrative proceeding out of the operation of this Article, inform OCAA and shall fully cooperate with OCAA and shall provide OCAA with all information, documents and assistance reasonably necessary for the opposition, defense, settlement, trial or appeal of such proceeding. OCAA shall have the sole right to determine whether any such proceeding shall be opposed, defended, settled, tried or appealed.

ARTICLE XVI EMPLOYEE RIGHTS

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

ARTICLE XVII COUNTY RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law.

Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.

ARTICLE XVIII NONDISCRIMINATION

Section 1.

The County and OCAA 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.

OCAA shall not discriminate in membership or representation, as required by state and federal law.

ARTICLE XIX INSURANCE

Section 1. Health Plan and Premium Contributions

A. Full Time Employees

1. Except as modified in Section 1.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.

2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – eighty-five (85) percent of the employee's premium or ninety (90) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program;

   b. Employee and Dependent Coverage - seventy (70) percent of the total health plan premium for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program.

   c. 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.

3. Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy Steps program.

4. The health plans and their premiums are adopted, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B. Part-Time Employees

1. 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.

2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

a. Employee Only Coverage - forty-five (45) percent of the employee's premium or fifty (50) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program;

b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee's eligible dependents 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 if the employee completes the Healthy Steps (wellness incentive) program..

c. 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.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

a. Employee Only – one hundred (100) percent of the premium;

b. Employee and Dependent – per Subsection B.2.b., above

In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy Steps program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

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, for each EME subscriber who does not complete the Healthy Steps program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Healthy Steps program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Healthy Steps program.

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 leave which meets the requirements of Family Leave pursuant to Article IV, Section 14 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, 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. Effective January 1, 2008, 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 plan 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 Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a health plan will be enrolled in the Sharewell Choice 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. Terminated employees may be eligible for continuation of health insurance through the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

C. 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.

E. 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.

Section 3. Other Insurance Coverage

The County will provide to all regular, regular limited-term and probationary employees the following:

A. Life Insurance and Accidental Death and Dismemberment Insurance

1. Basic life insurance and accidental death and dismemberment insurance in the amount of one hundred thousand dollars ($100,000) per full-time employee without proof of insurability. During the period of this agreement, the County will provide basic life insurance and accidental death and dismemberment insurance in the amount of fifty thousand dollars ($50,000) for part-time employees without proof of insurability. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to Imputed Income requirements as required by law.

2. Employees will have the option to purchase additional life insurance coverage options without proof of insurability if purchased within thirty (30) days of eligibility. Some levels of additional life insurance coverage, or any additional life insurance coverage purchased after thirty (30) days of eligibility require proof of insurability. Employees will have the option to purchase additional supplemental life and accidental death and dismemberment coverage including dependent coverage. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to imputed income requirements as required by law.

B. Short-Term Disability Insurance Plan at no cost to the employee, to provide, after sick leave, or 192 hours of annual leave for full-time employees or 96 hours of annual leave for part-time employees (whichever is applicable, depending on which leave plan employee is covered by) is exhausted, sixty (60) percent of salary up to a maximum of seven thousand two hundred (7200) dollars per month for up to one (1) year for certified non-occupational injury or illness. If the employee applies more than 192 hours of annual leave or 96 hours of annual leave for part-time employees toward the absence, eligibility for Short-Term disability will begin when that portion of annual leave is exhausted. The plan will also provide for continuation of the County's share of premiums for health, dental and life insurance benefits while the employee is on Official Leave for non-occupational disability for up to one (1) year from the effective date of disability. The Short-Term Disability Insurance Plan for part-time employees will become effective January 1, 2004.

C. Long-Term disability insurance coverage at no cost to the employee to provide up to sixty (60) percent of salary to a maximum of seven thousand two hundred (7200) dollars per month. The Long-Term disability insurance coverage for part-time employees will become effective January 1, 2004.

D. The County will provide dental insurance for the employee and dependents to all full-time regular, limited-term, and probationary employees.

Part-time regular, limited-term, and probationary employees will have the option of purchasing dental insurance for the employee and dependents by paying one-half the monthly rate paid by the County for full-time employees, provided the employee's normal workweek consists of at least twenty (20) hours.

Section 4. Premium Only Plan

The County will 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 the amount of his or her share of the premium costs of County-provided health insurance coverage, as permitted by state and federal law, regulations and guidelines.

Section 5. Retiree Medical Plan [Section operative for employees until on or about July 2016, and thereafter, operative only for retirees – see Section 6 for further details]

A. Retiree Medical Grant

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the Plan") for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Effective the first pay period in July 2016 or such earlier or later time as the County is able to implement the Health Reimbursement Arrangement (HRA) in Section 6, the employees who retire from County service on or after the effective date will no longer be eligible for the Retiree Medical Plan (they will instead receive the HRA referenced in Section 6).

4. Employees who retired before the effective date in Section 5.A.3, if eligible, shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.

b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

3. Sections 5.A.3.b.1 and 5.A.3.b.2 shall not apply to Disability retirements.

4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B, as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 26, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire are eligible for a Grant shall be provided a one-time opportunity of thirty (30) days to enroll in a County offered retiree health plan from the date they retire. Should a retiree fail to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately proceeding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or receipt of a Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS).

2. Retiree must have retired prior to the effective date in Section 5.A.3 to be eligible for the Retiree Medical Grant.

3. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a., b., c., and d. below:

a. A retiree who receives a service-connected disability retirement pension under OCERS shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the Orange County Board of Retirement.

d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

4. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

5. <u>Deferred Retirement</u>

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree.

b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

6. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993 until his or her retirement. For this purpose a layoff will not be regarded as a break in continuous employment if the employee is reemployed by the County in an eligible classification following such layoff.

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant, as stated above in A through C, and who qualified for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

Section 6. Elimination of the Retiree Medical Plan; Transition to a Health Reimbursement Account

A. Effective the first pay period in July 2016, or such earlier or later time as the County is able to implement this benefit modification, the Retiree Medical Plan (Section 5, above) will be eliminated for unit members employed on or after that date. In its place a Health Reimbursement Account (HRA) will be established for unit members. Establishment of the HRA does not create any vested rights to the benefits on the part of any employee, retiree, or any other person. Nonetheless, the parties acknowledge that the employees have a vested right to the contributions in the HRA which have been made to the HRA.

1. The County and the HRA administrator with the oversight of the HRA Advisory Committee shall administer the program subject to the requirements set forth in the Internal Revenue Code and the Health Reimbursement Account Plan Document.

2. The HRA will be funded through a two (2) percent contribution of each employee's bi-weekly base salary (ie., excluding overtime and any premium pays). This two (2) percent contribution will be composed of one (1) percent from a reduction in employees' bi-weekly base salary and one (1) percent from (additional) County contributions.

3. It is the intent of the parties that all contributions be considered employer contributions for purposes of compliance with federal and state tax laws.

4. An employee's prior contributions to retiree medical made pursuant to Section 5, above, and the interest earnings thereon will be rolled-over to the employee's HRA account for his/her benefit at the time of the creation of the HRA or as soon thereafter as is administratively feasible.

B. Retiree Medical Plan benefits for those who retire before the date of implementation of the HRA will continue to be governed by the provisions set forth in Section 5, above.

C. Employees who retire from County service on or after the date of implementation of the HRA are eligible to participate in County sponsored retiree health plans at their own cost if enrolled in a County health plan at the time of their retirement.

Section 7. Reopener as Result of the ACA

The County may reopen negotiations on this Article and other provisions in this MOU (eg., Optional Benefits program in Article VIII, Section 4, Flexible Spending Accounts in Article XXIV), for the purpose of addressing issues resulting from the implementation of the Patient Protection and Affordable Care Act (ACA), including but not limited to, the potential impact of the Excise Tax (commonly known as the "Cadillac Tax") on high cost employer-sponsored health coverage. Federal administrative agencies have not yet issued definitive guidance regarding the Excise Tax which is expected to begin in 2018. The parties acknowledge that some of the benefits provided in the MOU may be included in the coverage to which the Excise Tax liability may apply. As a result, the issues that likely need to be addressed are: which health group plan coverages must be taken into consideration for purposes of this tax, how to calculate this tax, and what steps, if any, can be taken to avoid payment of the Excise Tax (eg., modification of benefits).

ARTICLE XX DEFINED CONTRIBUTION PLAN

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

ARTICLE XXI DEFINED CONTRIBUTION 401(a) PLAN

County 401(a) Plan

A. Effective June 24, 2005, the County will no longer contribute to the 401(a) Plan. Attorneys must leave their assets in the 401(a) Plan until either retirement, separation from the County of Orange, death, or total & permanent disability.

B. The Chief Human Resources Officer or designee shall administer the 401(a) plan in accordance with the stated purpose. Each employee to be eligible for this plan will be notified of his/her investment options under the plan. The eligible employee will be able to make investment changes to his/her plan through the 401(a) provider.

C. If an eligible employee subsequently transfers to an ineligible job classification, the employee will receive the County contribution through the last day of the pay period in which the employee remained eligible. The employee must leave his/her assets in the County 401(a) Plan until either death, total & permanent disability, retirement or separation from the County of Orange.

ARTICLE XXII RETIREMENT

Section 1. Retirement Benefit Levels

A. For Employees Hired Before January 1, 2013 or if Hired on or After January 1, 2013, who 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-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. (This retirement formula is commonly known as the "2.7% at 55" benefit formula.)

2. For employees hired on or before September 20, 1979 - the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

3. For employees hired on or after September 21, 1979 – the retirement allowance will be computed on the employee's highest three (3) years of compensation per Government code section 31462.

B. For employees hired on or after January 1, 2013, who are considered "New Members" within the meaning of the Public Employees' Pension Reform Act of 2013:

1. The retirement formula, (the determination of final compensation and pensionable compensation, and other pension related conditions covered by PEPRA) shall be governed by the provisions of PEPRA. Employees will also make the contributions described in Section 2.B and C. below

Section 2. Retirement Contributions

A. Normal employee contribution rates for employees on the 2.7%@55 retirement formula will be calculated pursuant to Section 31621.8 of the Government Code. Normal employee contribution rates for employees on the 2.5%@67 retirement formula will be calculated pursuant to Section 7522.30 of the Government Code. Cost-of-living contributions will continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will continue to 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 adopted by OCERS. Employees will pay the full employee member contribution rate for each of the benefit plans provided by the County.

C. Employee Retirement Contributions to Offset the Increased Cost of the "2.7% at 55" benefit formula (Reverse Pickup):

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, ie., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, general members in this bargaining unit began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code, and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the employer’s prospective increased costs, as well as the employer’s increased costs attributable to past service liability of providing this enhanced retirement benefit.

    a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 30 year period, the cost of the enhanced retirement benefit.

    b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 30 year period set forth above.

2. After implementation of this benefit, the County and OCAA will annually review its costs including costs impacted by changes in the investment earnings and evaluate whether any adjustments to employee contributions are necessary.

3. The relative-ratio based methodology will be used to determine the additional employee contribution toward the 2.7% at 55 retirement benefit formula.

Section 3. <u>Tax-Deferred Retirement Plan</u>

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. This plan, known as a 414H(2) plan, shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.

ARTICLE XXIII SEPARABILITY

In the event that any provision of this Memorandum 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 XXIV FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow 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 eligible employees the opportunity to allocate a specified amount of biweekly 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 Plan document.

ARTICLE XXV SALARIES

1. During the term of this Agreement the Attorney salary schedule (Schedule L) will be increased as follows:

   a. Effective the first pay period in July 2015 or the first pay period following the date of implementation, whichever is later:

      1) The salary schedule will be increased by 1.0% across-the-board;

      2) A new step 13 will be added to the salary schedule for attorneys in the Attorney III, IV and V classifications. Procedures regarding the implementation of this new step are set forth in Article II, Section 3.D.3 of this MOU.

   b. Effective the first pay period in April 2016, the salary schedule will be increased by 1.0% across-the-board;

   c. Effective the first pay period in April 2017, the salary schedule will be increased by 2.0% across-the-board;

   d. Effective the first pay period in April 2018, the salary schedule will be increased by 2.0% across-the-board.

   e. Effective the first pay period in April 2019, the salary schedule will be increased by 2.0% across-the-board.

2. Upon implementation of the Agreement, employees hired on or after January 1, 2013 who are considered “new members” within the meaning of PEPRA will receive a one-time, off-schedule, lump sum non-performance based bonus equivalent to 2% of the employees’ base salary. Payment of the bonus is to be made within a reasonable amount of time following implementation.

MEMORANDUM OF UNDERSTANDING
2015 - 2019
COUNTY OF ORANGE
AND
ORANGE COUNTY ATTORNEYS ASSOCIATION
FOR THE ATTORNEY UNIT

Orange County Attorneys Association

Lawrence Yellin
OCAA President

~~Marianne Reinhold~~ Scott VanCamp
OCAA ~~Attorney~~ Treasurer

Date: May 15 2015

County of Orange

~~Michael Giancola~~ Frank Kim
County Executive Officer

Steve Danley
Chief Human Resources Officer
Chief Negotiator

Frank Kim
Chief Financial Officer

Date: May 15 2015

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: Mark Hamu
Deputy
Date: 4-30-15

ATTORNEY UNIT MEMORANDUM OF UNDERSTANDING

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APPENDIX A

Classes included in the Attorney Unit as of May 12, 2015:

2306 Attorney I
2307 Attorney II
2308 Attorney III
2336 Deputy Attorney IV
2337 Senior Deputy Attorney

APPENDIX B

SETTLEMENT AGREEMENT

BETWEEN THE

COUNTY OF ORANGE

AND THE

ORANGE COUNTY ATTORNEYS ASSOCIATION

This Settlement Agreement (the Agreement) is made and entered into by the Orange County Attorneys Association (OCAA) and the County of Orange (County). OCAA and the County may at times be referred to in the Agreement as "Party" or "Parties."

RECITALS

A. OCAA and the County are parties to several litigation matters arising out of their long-standing bargaining dispute. OCAA has filed two unfair labor practice cases with the Public Employment Relations Board in which OCAA alleged that the County violated the Meyers-Milias-Brown Act. The first case (LA-CE-814-M), alleges that the County engaged in bad faith bargaining and unlawfully imposed terms and conditions on or about March 5, 2013, on the bargaining unit represented by OCAA. A proposed decision has been issued in this case and it is currently on appeal (by the County) before the Public Employment Relations Board. The second case, (LA-CE-895-M), asserts that the County unilaterally imposed new working conditions. This case is in abeyance pursuant to an agreement between the parties and is still pending before an administrative law judge.

B. OCAA filed a writ of mandate in the Superior Court of Orange County (CV 30-2013-00638110) alleging that the County violated the Public Employees' Pension Reform Act of 2013. The case is currently pending before the Court of Appeal as both parties have filed an appeal from the decision of the Superior Court.

C. The County has opposed each of these litigation actions filed by OCAA, denying that it has engaged in any wrongdoing.

D. The parties have recently tentatively resolved their long-standing bargaining dispute, which, if ratified by the OCAA membership and adopted by the Board of Supervisors, will result in a multi-year agreement.

Therefore, in the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation regarding the above-referenced matters, OCAA and the County agree that upon ratification by the OCAA membership and adoption by the County's Board of Supervisors of a new 2015-19 Memorandum of Understanding (MOU), the parties will take the following steps to dismiss the litigation matters between them:

1. OCAA will within seven (7) calendar days of the Board's adoption of the 2015-19 MOU submit to the Public Employment Relations Board a notice of withdrawal with prejudice (with prejudice) regarding its unfair practice charge (PERB Case No. LA-CE-895-M);

2. OCAA will within seven (7) calendar days of the Board's adoption of the 2015-19 MOU submit to the Public Employment Relations Board a copy of the signed settlement agreement and request for withdrawal (see attached) regarding its unfair practice charge (PERB Case No. LA-CE-814-M);

3. The County will within seven (7) calendar days of the Board's adoption of the 2015-19 MOU submit to the California Court of Appeal, Fourth District, Division Three, a signed Stipulation withdrawing each party's appeal and requesting dismissal of Case No. G050981. (Each party will bear its own costs and attorneys' fees);

4. OCAA will within seven (7) calendar days of the Board's adoption of the 2015-19 MOU submit to the Orange County Superior Court a signed Stipulation in (Case No. 30-2013-00638110-CU-WM-CJC) requesting the court to vacate its judgment and dismiss, with prejudice, OCAA's lawsuit. (Each party will bear its own costs and attorneys' fees.)

5. The County will allocate a one-time, off-schedule, non-performance based lump sum payment to employees in the Attorneys bargaining unit (as of April 2, 2015) of $10,133,546[1]. Allocation of this non-performance based bonus among individual employees will be subject to agreement between the parties.

6. The County shall retroactively increase the pay and any related benefits, by one step (2.75%), of each OCAA bargaining unit member or former member who was at step 10 or below, received a performance evaluation of "standard," "above standard," or "outstanding," and received only a one step merit increase during the period of March 5, 2013 through the end of the pay period in which this settlement is ratified by the Board of Supervisors. If an OCAA member received a performance evaluation and received a two-step merit increase such member is not entitled to any other step increase pursuant this paragraph.

7. In the event OCAA disputes the amount paid to any present or former member of the bargaining unit under the terms of paragraph 6 above, the County agrees to review the alleged disputed amount with OCAA. If the County agrees that there was an error in any calculation, the County will rectify the error. If the County disagrees there was an error the County agrees to provide OCAA its factual basis and any calculations pertaining to any and all disputed amounts. If the County and OCAA cannot reconcile

[1] This amount is based on an agreed upon formula calculated by the Auditor-Controller. For each pay period implementation is delayed beyond April 2, 2015 (pay period 8), the amount will be increased by approximately $200,000.

their differences the parties agree to submit the dispute to arbitration pursuant to Article X, Section 8 of the parties' MOU.

The parties recognize that the terms of the MOU and the bonus referenced in #5 above will not be implemented until such time as the parties have submitted requests for dismissal in each of the foregoing matters and PERB and the courts have formally agreed to the withdrawals/dismissals of the foregoing cases.

This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of either party to this Agreement. In addition, neither party waives the merits of any claims or positions it has taken in this matter.

This Agreement represents a full and complete resolution of the claims and disputes between the parties with regard to the above-referenced matters.

This Agreement will become effective upon the signing of this Agreement, the ratification of the new MOU by the OCAA membership and the adoption of the new 2015-19 MOU by the Orange County Board of Supervisors.

For OCAA

President
[title]

May 15, 2015
Date

For County of Orange

[title]
Board Chairman

May 14, 2015
Date

APPENDIX C

Side Letter

Between the County of Orange and the Orange County Attorneys Association

The County of Orange ("County") and the Orange County Attorneys Association (OCAA) desire to memorialize their understanding regarding the implementation of the one-time, off schedule, non-performance based bonus referenced in paragraph 5 of the Settlement Agreement between the parties. The Auditor-Controller's Office has calculated the amount of the bonus at $10,133,546 (as of the end of pay period 8 (April 2, 2015).[1] The County and OCAA agree that the implementation of this bonus will be as follows:

1. The County will reimburse each OCAA unit member who is covered by the 2.7%@55 retirement formula for that portion of the member's retirement contribution that the unit member paid as a result of the imposition of Resolution 13-015, adopted by Board of Supervisors on March 5, 2013, from the date of imposition to the present date (i.e., the difference between the full member contribution the employee paid during this time period and the member contribution the employee would have paid had there been no unilateral imposition on March 5, 2013).

2. This reimbursement will be provided to any current or prior unit member in the 2.7%@55 retirement formula, regardless of his/her current employment status with the County, who paid an increased member contribution resulting from the imposition of Resolution 13-015.

3. The County will calculate the reimbursement due to each eligible unit member. Applicable taxes will be deducted from the amount of reimbursement.

4. The County will provide OCAA with a complete list of employees, past and present, who are eligible for this payment, and the amount of the payment.

5. OCAA will have 60 days in which to review the data provided by the County (see paragraph 4). In the event OCAA disputes the amount paid to any person covered by the foregoing paragraphs within the above-referenced 60 day review period, the County agrees to review the alleged disputed amount with OCAA. If the County agrees that there was an error in any calculation, the County will rectify the error. If the County disagrees there was an error the County agrees to provide OCAA its factual basis and any calculations pertaining to any and all disputed amounts. If the County and OCAA cannot reconcile their differences within 30 days after OCAA first disputes the amount paid to

[1] For each pay period payment is delayed after April 2, 2015, the County estimates that this amount will increase by approximately $200,000.

any person, the parties agree to submit the dispute to arbitration pursuant to Article X, Section 8 of the parties' MOU.

Dated: May 13, 2015

Steve Danley

Chief Human Resources Officer

County of Orange

Dated: May 13, 2015

Larry Yellin

President

Orange County Attorneys Association