MEMORANDUM OF UNDERSTANDING

PEACE OFFICER UNIT AND SUPERVISING PEACE OFFICER UNIT

2012 - 2016

COUNTY OF ORANGE
AND
ASSOCIATION OF ORANGE COUNTY
DEPUTY SHERIFFS

MEMORANDUM OF UNDERSTANDING

2012 - 2016

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE

PEACE OFFICER UNIT

AND

SUPERVISING PEACE OFFICER UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the Association Of Orange County Deputy Sheriffs as the Exclusively Recognized Employee Organization for the Peace Officer Unit and Supervising Peace Officer Unit for the period beginning October 5, 2012 through June 30, 2016.

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 Association of Orange County Deputy Sheriffs, hereinafter referred to as AOCDS, was certified on January 3, 1979, as the Recognized Employee Organization for the Peace Officer Unit and Supervising Peace Officer Unit with respect to wages, hours and other terms and conditions of employment. The County hereby recognizes AOCDS as the exclusive representative of employees in these units.

TABLE OF CONTENTS

DEFINITIONS.. 1

ARTICLE I WORK PERIOD, OVERTIME AND PREMIUM PAY 4

SECTION 1. WORK PERIOD..... 4

B. Work Periods for Purposes of MOU Overtime..... 4

C. Work Periods for Purposes of FLSA Overtime 4

D. Work Extensions Resulting in Overtime 4

E. Review of Work Extension Exception..... 4

G. Schedules..... 5

SECTION 2. REST PERIODS AND CLEANUP TIME 6

SECTION 3. OVERTIME 6

A. Notification of Employees of Work Required beyond Normal Schedule..... 6

B. Distribution of Overtime 6

C. Payment for Overtime..... 7

SECTION 4. PREMIUM PAY..... 8

A. Night Shift Differential..... 8

B. On-Call Pay 8

C. Call-Back Pay..... 8

D. Bilingual Pay..... 9

E. Peace Officer Standards and Training (P.O.S.T.) Pay 10

F. Hazardous Devices Assignment Pay..... 10

G. Helicopter Pilot Assignment Pay..... 11

H. Helicopter Observer Assignment Pay..... 11

I. Dive Team Assignment Pay 11

J. Training Officer Assignment Pay 11

K. Motorcycle Officer Assignment Pay..... 12

L. Tactical Support Team Assignment Pay..... 12

M. Toxic Investigator Assignment Pay..... 12

N. Mounted Assignment Pay..... 13

O. Harbor Assignment Pay..... 13

P. Hazardous Devices Assignment Pay for Explosive Detection Squad..... 13

Q. Tactical Support Team Assignment Pay for Hostage Negotiators 13
R. Major Accident Reconstruction Team (M.A.R.T.) Pay 14
S. Inmate Transportation Pay 14
T. Canine Handler Maintenance Pay 14

ARTICLE II PAY PRACTICES 15

SECTION 1. COMPENSATION FOR EMPLOYEES 15
SECTION 2. SALARY REOPENER 15
SECTION 3. STEP INCREASES 16
SECTION 4. PAY FOR NEW EMPLOYEES 18
SECTION 5. MERIT INCREASE WITHIN RANGE 18
SECTION 6. SALARY ON PROMOTION 18
Section 7.Salary on Reduction in Class 18
Y-RATE SCHEDULE 19
SECTION 8. SALARY ON RECLASSIFICATION 20
SECTION 9. SALARY ON REEMPLOYMENT 20

SECTION 10.CHANGES IN SALARY ALLOCATION 21

ARTICLE III GENERAL PERSONNEL PROVISIONS 22

SECTION 1. PROBATION 22
A. New Probation 22
B. Promotional Probation 22
C. Failure of Probation 23
D. General Provisions 23
E. Extension of Probation Periods 24
SECTION 2. PERFORMANCE EVALUATION 25
SECTION 3. CONTENTS OF PERSONNEL FILE 25
SECTION 4. STATUS OF LIMITED-TERM EMPLOYEES 26
SECTION 5. TEMPORARY PROMOTION 26
SECTION 6. REEMPLOYMENT OF EMPLOYEES ON DISABILITY RETIREMENT 27
SECTION 7. REEMPLOYMENT OF REGULAR EMPLOYEE 27
SECTION 8. TIME OFF FOR SELECTION PROCEDURES 27
SECTION 9. INTRADEPARTMENTAL TRANSFERS 28

ARTICLE IV LEAVE PROVISIONS 29

SECTION 1. SICK LEAVE 29

A. Accumulation of Sick Leave 29

B. Permitted Uses of Sick Leave 29

C. Prohibited Uses of Sick Leave 30

D. General Provisions 30

SECTION 2. BEREAVEMENT LEAVE 32

SECTION 3. AUTHORIZED LEAVE WITHOUT PAY 32

A. Departmental Leave 32

B. Official Leave 32

C. General Provisions 33

SECTION 4. OFFICIAL LEAVE FOR NON-OCCUPATIONAL DISABILITY 34

SECTION 5. ABSENCES CAUSED BY MEDICAL CONDITIONS 34

SECTION 6. JURY DUTY LEAVE 34

SECTION 7. WITNESS LEAVE NOT RELATED TO EMPLOYMENT 34

SECTION 8. LEAVE FOR AOCDS BUSINESS 35

C. Compensatory Time Trust Fund 35

SECTION 9. ABSENCE WITHOUT AUTHORIZATION 36

SECTION 10. PARENTHOOD LEAVE 37

SECTION 11. WORKERS' COMPENSATION LEAVE 38

SECTION 12. AOCDS PRESIDENTIAL LEAVE 39

SECTION 13. AOCDS LEAVE 40

SECTION 14. CATASTROPHIC LEAVE 41

SECTION 15. FAMILY LEAVE 41

A. General Provisions 41

B. Notification Requirements 42

C. Verification 42

ARTICLE V VACATION 43

SECTION 1. ACCUMULATION OF VACATION 43

SECTION 2. GENERAL PROVISIONS 44

ARTICLE VI ANNUAL LEAVE PLAN PROVISIONS 47

SECTION 1. ACCUMULATION OF ANNUAL LEAVE 47
SECTION 2. USE OF ANNUAL LEAVE FOR ILLNESS OR INJURY 47
SECTION 3. USE OF ANNUAL LEAVE FOR VACATION 48
SECTION 4. GENERAL PROVISIONS 50
SECTION 5. PAYOFF OF UNUSED ANNUAL LEAVE 51
D. Annual Leave Payoff or Retirement 52

ARTICLE VII HOLIDAYS 53

SECTION 1. HOLIDAYS OBSERVED 53
SECTION 2. ELIGIBILITY FOR HOLIDAY PAY 54
SECTION 3. HOLIDAY PAY 54
C. Compensation for Holidays Falling on Scheduled Days Off 54
D. Compensation for Work on Holidays 55

ARTICLE VIII REIMBURSEMENT PROGRAMS 56

SECTION 1. MILEAGE REIMBURSEMENT 56
SECTION 2. PERSONAL PROPERTY REIMBURSEMENT 56
SECTION 3. LAW ENFORCEMENT TRANSPORTATION SUPPLEMENT 56

ARTICLE IX DISCIPLINARY ACTION 58

SECTION 1. REPRIMAND AND SUBSTANDARD PERFORMANCE EVALUATION 58
SECTION 2. PRE-DISCIPLINARY HEARING FOR SUSPENSION, REDUCTION IN CLASS OR SALARY OR DISCHARGE 58
SECTION 3. SUSPENSION 59
SECTION 4. REDUCTION IN CLASS OR SALARY 59
SECTION 5. DISCHARGE AND RIGHT OF APPEAL 60
SECTION 6. POLYGRAPH EXAMINATION 60

ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS 61

SECTION 1. SCOPE OF GRIEVANCES 61
SECTION 2. BASIC RULES 61
SECTION 3. SUBMISSION OF GRIEVANCES 62
SECTION 4. EMPLOYEE REPRESENTATION 62
SECTION 5. TIME OFF FOR PROCESSING GRIEVANCES/APPEALS 63

SECTION 6. INFORMAL DISCUSSION 63
SECTION 7. INTERNAL GRIEVANCE/APPEAL STEPS 64
Step 1: Agency/Department Head 64
Step 2: Chief Human Resources Officer 64
Mediation-Arbitration 65
SECTION 8. REFERRALS TO ARBITRATION 65
A. Grievances 65
B. Disciplinary Appeals 65
C. Probationary Releases Alleging Discrimination 67
D. General Provisions 68
SECTION 9. NO STRIKE PROVISION 70

ARTICLE XI LAYOFF PROCEDURE 71

SECTION 1. GENERAL PROVISIONS 71
SECTION 2. ORDER OF LAYOFF 71
SECTION 3. COMPUTATION OF LAYOFF POINTS 72
SECTION 4. NOTIFICATION OF EMPLOYEES 73
SECTION 5. VOLUNTARY REDUCTION IN LIEU OF LAYOFF 73
SECTION 6. VOLUNTARY REDUCTION FROM CLASSES DESIGNATED AS VULNERABLE TO LAYOFF 74
SECTION 7. REEMPLOYMENT LISTS 74
SECTION 8. STATUS ON REEMPLOYMENT 76

ARTICLE XII ON-THE-JOB INJURIES, WORKERS' COMPENSATION AND MEDICAL INSURANCE 78

SECTION 1. ON-THE-JOB INJURIES 78
A. Medical Treatment 78
B. Disability Payments and Leave 78
SECTION 2. EXHAUSTION OF 4850 BENEFITS 78
SECTION 3. MEDICAL INSURANCE 79
SECTION 4. AOCDS MEDICAL INSURANCE TRUST FUND 80
SECTION 5. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE 84
SECTION 6. OTHER INSURANCE COVERAGE 84
SECTION 7. PREMIUM ONLY PLAN 85

SECTION 8. RETIREE MEDICAL PLAN 85
A. Retiree Medical Grant 85
B. Retiree Medical Plan Lump Sum: Termination; Phase Out 86
C. Eligibility Requirements for Retiree Medical Grant 86
D. Survivor Benefits 88
E. Employee Contribution 88
F. General Provisions 89
G. Health Reimbursement Account 89

ARTICLE XIII SAFETY 91

SECTION 1. GENERAL PROVISIONS 91
SECTION 2. SAFETY INSPECTION 91
SECTION 3. ABATEMENT OF VIOLATIONS 91

ARTICLE XIV UNIFORMS 92

ARTICLE XV PAYROLL DEDUCTION OF DUES AND INSURANCE PREMIUMS AND EMPLOYEE INFORMATION LISTING 93

SECTION 1. PAYROLL DEDUCTION 93
SECTION 2. EMPLOYEE INFORMATION LISTING 93

ARTICLE XVI EMPLOYEE RIGHTS 94

ARTICLE XVII NONDISCRIMINATION 95

ARTICLE XVIII DEFERRED COMPENSATION 96

ARTICLE XIX SEPARABILITY 97

ARTICLE XX FLEXIBLE SPENDING ACCOUNTS 98

Section 1. Dependent Care Reimbursement Account 98
Section 2. Health Care Reimbursement Account 98

ARTICLE XXI RETIREMENT 99

Section 8. Tax-Deferred Retirement Plan 101

ARTICLE XXII MANAGEMENT RIGHTS 102

ARTICLE XXIII MODIFICATION AND WAIVER 103

DEFINITIONS

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

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

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, but shall not constitute a break in continuous service.

COUNTY shall mean the County of Orange.

DEPARTMENT shall mean the County of Orange Sheriff-Coroner Department or District Attorney Office.

DEPARTMENT HEAD shall mean the Sheriff-Coroner or District Attorney or their designees.

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.

EXTRA HELP EMPLOYEE shall mean an employee employed in an extra help position. An extra help employee serves at the pleasure of the County in an extra help position.

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

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.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

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.

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 unforeseen 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 means 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 (l) 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 IN CLASS 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.

REDUCTION IN SALARY shall mean the movement of a regular or limited-term employee from one (1) step on the salary range for a class to a lower step on the salary range for the same class.

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 unless the context herein indicates otherwise.

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

ARTICLE I WORK PERIOD, OVERTIME AND PREMIUM PAY

Section 1. Work Period

The workweek for full time employees shall be 40 hours; however the official Fair Labor Standard Act (FLSA) work period is 171 hours as defined below.

A. The official FLSA work period for full-time employees shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. However, for employees on alternate schedules that do not meet the parameters above, a different beginning and ending day and time to the four week FLSA period may be designated.

B. Work Periods for Purposes of MOU Overtime

For purposes of payment of overtime under this MOU, each 28 day period shall be divided into four, seven (7) day periods, with overtime being paid for work ordered and performed in excess of forty (40) hours actually worked in each seven (7) day period, except as provided in 1.D. below. The beginning and ending of this seven (7) day period will be designated in accordance with the employees' normal work schedule.

C. Work Periods for Purposes of FLSA Overtime

For purposes of payment of overtime pursuant to the FLSA the official work period will be 28 days, with FLSA overtime being paid for work ordered and performed in excess of 171 hours in a 28 day period.

D. Work Extensions Resulting in Overtime

Overtime worked due to an extension of the employee's regular shift shall be calculated on hours paid in each seven (7) day period when the overtime is approved in advance by a Lieutenant or above in the Sheriff-Coroner Department or a Commander or above in the Office of the District Attorney.

E. Review of Work Extension Exception

The parties agree that the exception to overtime for such shift extensions in C. above shall be reviewed in six (6) months from adoption of this MOU to ensure compliance.

F. As used in Article I, Section 1.A., above, paid time shall include pay provided pursuant to California Labor Code Section 4850.

G. Schedules

1. Notice of Shift Changes

The County agrees to give employees a fourteen (14) calendar-day advance notice of a shift change whenever practicable, unless such notice is voluntarily waived by the employee.

2. Shift Trades

An employee may request to trade his or her days of work for another employee's days of work provided both employees work in the same division and the days traded are within the same fourteen (14) day pay period.

a. If as a result of this trade either employee should work more than forty (40) hours in a seven (7) day period, the hours in excess of forty (40) shall not be considered overtime.

b. If as a result of this trade either employee works more than eighty (80) hours in the fourteen (14) day period, overtime will be paid for any hours actually worked in excess of eighty (80) hours. However, any excess hours resulting from a shift extension as described in Article I Section 1 (C) shall be calculated based on hours paid.

c. Trades under this provision shall require the written approval of the department.

3. Biannual or Monthly Shift Trades

An employee may request to trade his or her biannual or monthly shift for another employee's biannual or monthly shift provided both employees have the same work assignment and the request is made within two (2) weeks of posting of scheduled shift rotation.

Trades under this provision shall require the written approval of the department.

H. Except as provided in Article I, Section 1.C.2. and 3., no employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

I. The County shall first attempt to reach agreement with AOCDS prior to implementing any proposed changes in existing hours of work. As used herein, existing scheduled hours of work shall mean the days of the week and/or the beginning and ending times each day that employees are scheduled to work on a regular basis, holidays notwithstanding.

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

K. In addition to any other position or positions that are held, an employee may also voluntarily work as a County employee poll worker as provided in the County Employee Poll Worker Program provided that such election work does not unduly interfere with the employee's regular assignment. Employees working as poll workers shall be compensated at the rate authorized for such work.

Section 2. Rest Periods and Cleanup Time

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

Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash up and changing clothes.

Section 3. Overtime

A. Notification of Employees of Work Required beyond Normal Schedule

If in the judgment of the department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such work of the apparent need for such work as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) actually worked in a seven (7) day period, except as provided in 1.D. above, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 3.C.1. below.

B. Distribution of Overtime

The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

C. Payment for Overtime

1. Contract overtime shall be compensated at one and one-half (1½) times the regular rate. FLSA overtime shall be compensated as required by the FLSA.

2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the department. Employees with existing compensatory time balances of eighty (80) hours shall be paid for all overtime work performed in excess of that amount. Not more than twice in each fiscal year, an employee may make request for and shall, upon said request, be paid for the requested portion of his or her compensatory time balance to a maximum of forty (40) hours.

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

4. In no case may an employee's work schedule be changed during the pay period when the purpose of such change is to avoid overtime compensation.

5. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. However, compensatory time off may be used as part of the established work period to earn fringe benefits and to serve out probationary and merit increase periods.

6. An employee separating from the County service, including paid County retirement shall be paid for accumulated compensatory time in a lump sum payment.

7. An employee who wishes to request compensatory time off shall be permitted by the employer to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the public agency. No scheduled compensatory time off shall be cancelled except in the case of emergency. Requests for and granting of compensatory time off will be in compliance with FLSA.

8. Per prior agreement of March 4, 2005, the Sheriff-Coroner Department may not assign compensatory time off for employees, but must consider each employee's request for single or multiple days off utilizing vacation or compensatory time. Whenever possible based on the Department's workload and staffing, and without the use of overtime for replacement, the Department will approve requests to use vacation or compensatory time off for one day or more, whether alone or in conjunction with scheduled vacation time. If the Department is not able to accommodate the employee's requested dates for vacation or compensatory time off the Department may offer the employee alternative dates, within a reasonable period.

Section 4. Premium Pay

A. Night Shift Differential

1. An employee in the class of Deputy Sheriff I, Deputy Sheriff II, or Sergeant assigned to the jail who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked in the jail on the assigned night shift.

2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m., or as agreed. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.

3. The rate of night shift differential shall be approximately one-hundred (100) dollars per month.

B. On-Call Pay

1. When an employee is assigned on-call duty by the County, the employee shall be informed in writing, in advance whenever practicable, of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned: (1) to be reachable by telephone or other communications device; (2) to be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

C. Call-Back Pay

1. When an employee returns to work because of a department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours which do not overlap the employee's regular shift, in which the employee is continuously engaged in work for which he or she was called back.

2. Call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

D. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional thirty (30) cents per hour (approximately fifty-two [52] dollars per month) for all hours actually paid. This will not apply to the class of Interpreter.

   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. Qualified employees in the following classes who, in addition to meeting the criteria in 1.a. and b. above, are certified by the Chief Human Resources Officer as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional sixty (60) cents per hour (approximately one hundred and four [104] dollars per month) for all hours actually paid:

   Deputy Sheriff I
   Deputy Sheriff II
   Investigator
   Investigator-Polygraph Operator
   Senior Attorney's Investigator
   Sergeant

3. An employee shall not be eligible to receive more than one type of bilingual pay concurrently.

4. Bilingual pay shall not apply to Workers' Compensation supplemental pay.

E. Peace Officer Standards and Training (P.O.S.T.) Pay

1. A full-time regular, limited-term or probationary employee who complies with the procedure in E. 5. below shall be paid approximately two hundred ($200) dollars per month for an Intermediate P.O.S.T Certificate, three hundred fifty ($350) dollars per month for an Advanced P.O.S.T. Certificate, or three hundred ninety ($390) dollars for a Supervisory P.O.S.T Certificate.

2. Effective October 12, 2007 an eligible employee shall be paid five (5) percent of individual base pay for an Intermediate P.O.S.T. Certificate, and seven and one-half (7.5) percent of individual base pay for an Advance P.O.S.T. Certificate or a Supervisory P.O.S.T. Certificate.

3. Effective October 10, 2008 an eligible employee shall be paid five (5) percent of individual base pay for an Intermediate P.O.S.T Certificate, nine (9) percent of individual base pay for an Advance P.O.S.T. Certificate and nine and one-half (9.5) percent of individual base pay for a Supervisory P.O.S.T. Certificate.

4. Employees shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call back or on call pay not to exceed forty [40] hours per week.)

5. The employee shall submit a written request for P.O.S.T. pay to the department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. pay shall start the first day of the pay period following receipt by the department of a valid P.O.S.T. Certificate.

F. Hazardous Devices Assignment Pay

Employees on pay status and assigned to the Hazardous Devices Squad on a regular, full-time basis shall receive the equivalent of two hundred forty-two dollars and thirty-one cents ($242.31) biweekly (approximately five hundred twenty-five [525] dollars per month). Effective April 1, 2005 the rate shall be the equivalent of two hundred sixty-seven dollars and sixty-nine cents ($267.69) biweekly (approximately five hundred eighty [580] dollars per month).

Employees assigned as regular substitutes to the Hazardous Devices Squad shall, in addition to their regular salary, receive the equivalent of ninety-two dollars and thirty-one cents ($92.31) biweekly (approximately two hundred [200] dollars per month). Effective April 1, 2005 the rate shall be the equivalent of one hundred seventeen dollars and sixty-nine cents ($117.69) biweekly (approximately two hundred fifty-five [255] dollars per month).

In the event an employee assigned to the Hazardous Devices Squad is on pay status for a portion of a pay period, Hazardous Devices Assignment Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

G. Helicopter Pilot Assignment Pay

Employees on pay status and assigned as a Helicopter Pilot on a regular, full-time basis shall receive the equivalent of two hundred forty-two dollars and thirty-one cents ($242.31) biweekly (approximately five hundred twenty-five [525] dollars per month). Effective April 1, 2005 the rate shall be the equivalent of two hundred sixty-seven dollars and sixty-nine cents ($267.69) biweekly (approximately five hundred eighty [580] dollars per month).

In the event an employee assigned as a Helicopter Pilot is on pay status for a portion of a pay period, Helicopter Pilot Assignment Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

H. Helicopter Observer Assignment Pay

Employees on pay status and assigned as a Helicopter Observer on a regular, full-time basis shall receive the equivalent of one hundred thirty-eight dollars and forty-six cents ($138.46) biweekly (approximately three hundred [300] dollars per month). Effective April 1, 2005 the rate shall be the equivalent of one hundred sixty-three dollars and eighty-five cents ($163.85) biweekly (approximately three hundred fifty-five [355] dollars per month).

In the event an employee assigned as a Helicopter Observer is on pay status for a portion of a pay period, Helicopter Observer Assignment Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

I. Dive Team Assignment Pay

Employees on pay status and assigned to the Dive Team on a regular, full-time basis shall receive the equivalent of eighty dollars and seventy-seven cents ($80.77) biweekly (approximately one hundred seventy-five [175] dollars per month). Effective April 1, 2005 the rate shall be the equivalent of one hundred six dollars and fifteen cents ($106.15) biweekly (approximately two hundred thirty [230] dollars per month).

In the event an employee assigned to the Dive Team is on pay status for a portion of a pay period, Dive Team Assignment Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

J. Training Officer Assignment Pay

Effective October 12, 2007, employees assigned to patrol, Harbor, or to the Sheriffs' Training Academy on a regular full-time basis who are responsible for

training new deputies shall be paid two dollars ($2.00) per hour for all hours assigned to perform such training functions. Employees assigned to the Jail on a regular, full-time basis who are responsible for training new Deputies shall be paid one dollar ($1.00) per hour for all hours assigned to perform such training functions.

K. Motorcycle Officer Assignment Pay

1. Employees on pay status and assigned as a Motorcycle Officer on a regular, full-time basis shall receive the equivalent of one hundred six dollars and fifteen cents ($106.15) biweekly (approximately two hundred thirty [230] dollars per month).

2. Effective October 12, 2007 the rate shall be the equivalent of one hundred fifteen dollars and thirty eight cents ($115.38) biweekly (approximately two hundred fifty [250] dollars per month.

In the event an employee assigned as a Motorcycle Officer is on pay status for a portion of a pay period, Motorcycle Officer Assignment Pay shall be based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

L. Tactical Support Team Assignment Pay

Employees on pay status and assigned to the Tactical Support Team on a regular, full-time basis shall receive the equivalent of eighty dollars and seventy-seven cents ($80.77) biweekly (approximately one hundred seventy-five [175] dollars per month). Effective April 1, 2005 the rate shall be the equivalent of one hundred six dollars and fifteen cents ($106.15) biweekly (approximately two hundred thirty [230] dollars per month).

In the event an employee assigned to the Tactical Support Team is on pay status for a portion of a pay period, Tactical Support Team Assignment Pay shall be based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

M. Toxic Investigator Assignment Pay

Employees on pay status in the District Attorneys Office who are certified to perform toxic investigator duties, or an investigator on pay status in the Sheriff-Coroner Department who is trained and certified to investigate, seize, and dismantle clandestine laboratories, shall be paid, in addition to the regular salary, the equivalent of eighty dollars and seventy-seven cents ($80.77) biweekly (approximately one hundred seventy-five [175] dollars per month) provided they are assigned to a position designated to perform these duties on a regular basis. Effective April 1, 2005 the rate shall be the equivalent of one hundred six dollars and fifteen cents ($106.15) biweekly (approximately two hundred thirty [230] dollars per month).

N. Mounted Assignment Pay

Employees on pay status and assigned to the Mounted Unit on a regular, full-time basis shall receive the equivalent of eighty dollars and seventy-seven cents ($80.77) biweekly (approximately one hundred seventy-five [175] dollars per month.) Effective April 1, 2005 the rate shall be the equivalent of one hundred six dollars and fifteen cents ($106.15) biweekly (approximately two hundred thirty [230] dollars per month).

In the event an employee assigned to the Mounted Unit is on pay status for a portion of a pay period, Mounted Assignment Pay shall be based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

O. Harbor Assignment Pay

Employees on pay status and assigned to Harbor Patrol on a regular, full-time basis shall receive the equivalent of eighty dollars and seventy-seven cents ($80.77) biweekly (approximately one hundred seventy-five [175] dollars per month). Effective April 1, 2005 the rate shall be the equivalent of one hundred six dollars and fifteen cents ($106.15) biweekly (approximately two hundred thirty [230] dollars per month).

In the event an employee assigned to Harbor Patrol is on pay status for a portion of a pay period, Harbor Assignment Pay shall be based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

P. Hazardous Devices Assignment Pay for Explosive Detection Squad

Effective April 1, 2005, employees on pay status and assigned to the Explosive Detection Squad on a regular, full-time basis shall receive the equivalent of two hundred sixty-seven dollars and sixty-nine cents ($267.69) biweekly (approximately five hundred eighty [580] dollars per month).

Employees assigned as regular substitutes to the Explosive Detection Squad shall, in addition to their regular salary, receive the equivalent of one hundred seventeen dollars and sixty-nine cents ($117.69) biweekly (approximately two hundred fifty-five [255] dollars per month).

In the event an employee assigned to the Explosive Detection Squad is on pay status for a portion of a pay period, Hazardous Devices Assignment Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

Q. Tactical Support Team Assignment Pay for Hostage Negotiators

Effective April 1, 2005, employees on pay status and assigned to the Hostage Negotiations Team on a regular, full-time basis shall receive the equivalent of

one hundred six dollars and fifteen cents ($106.15) biweekly (approximately two hundred thirty [230] dollars per month).

In the event an employee assigned to the Hostage Negotiations Team is on pay status for a portion of a pay period, Tactical Support Team Assignment Pay shall be based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

R. Major Accident Reconstruction Team (M.A.R.T.) Pay

Effective April 1, 2005, employees on pay status and assigned to the Major Accident Response Team (M.A.R.T.) on a regular, full-time basis shall receive the equivalent of one hundred six dollars and fifteen cents ($106.15) biweekly (approximately two hundred thirty [230] dollars per month).

In the event an employee assigned to M.A.R.T. is on pay status for a portion of the pay period, M.A.R.T. Pay shall be based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

S. Inmate Transportation Pay

Effective December 2004, employees on pay status with a Class A or Class B drivers license and assigned to Inmate Transportation on a regular, full-time basis shall receive nine hundred ($900) dollars annually each December. Effective the first pay period of 2008, the Inmate Transportation Pay will be paid as a monthly premium of seventy-five ($75) dollars per month, approximately ($34.62) biweekly.

T. Canine Handler Maintenance Pay

Per the prior agreement of May 9, 2000, employees on pay status who are assigned to a position of Canine Handler on a regular, full-time basis shall be compensated for canine maintenance at one and one-half times their regular rate of pay for 30 minutes per day, seven days a week, whenever the police service dog is kenneled at the handler's residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning canine patrol vehicles, grooming and/or bathing the canine, light exercise, training and other related miscellaneous duties.

Canine Handlers will be compensated for hours actually worked when the handler is required to spend more than 30 minutes on an emergency or other non-routine canine maintenance duty (i.e., emergency veterinary visits).

Canine Handlers will not be compensated for canine maintenance when the police service dog is kenneled at a location other than the canine handler's residence.

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. Effective the start of the first payroll period commencing on or after July 1, 2015, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Offer unit shall be increased by 3.0%. However, the increase shall not be implemented until implementation of unit member payment of the 100% employee normal retirement contribution set forth in Article XXI, Sections 6 and 7, below.

Section 2. Salary Reopener

On or about June 1, 2015, the parties shall commence the meet and confer process to consider an hourly rate salary reopener only, with said reopener confined to the topic of a possible modification to the hourly salary rate commencing after July 1, 2015. This salary reopener shall result in a modification to the hourly rate only if the Board of Supervisors adopts an MOU amendment so authorizing or if resolution of any applicable impasse resolution processes results in such a modification. However, in no case shall the reopener result in a decrease in the unadjusted hourly salary rate.

Section 3. Step Increases

Effective either at the start of the first payroll period commencing on or after the Board of Supervisors adoption of the 2012-2016 MOU or July 15, 2014, whichever event is the latter, the salary range then in effect for each particular classification within the Peace Officer and Supervising Peace Officer unit, shall be modified by adding both a Step 13 which shall be 2.75% above the existing Step 12 and a Step 14 which shall be an additional 2.75% greater than Step 13. Employee performance evaluation dates will not change, and all performance evaluations will be completed in accord with the dates governing the performance evaluation process with any corresponding merit step increase recommendation. Merit recommendations resulting in step increases to steps below Step 13 will be implemented on schedule. However, any merit increase recommendation that would result in an increase to Step 13 and/or 14, will be held in abeyance *until the first payroll period commencing on or after July 1, 2015. In addition, these merit increases to either Step 13 or 14 that are held in abeyance, will not be retroactive.*

Section 4. 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 4.B. 4.C., 4.D. and 4.E., below.

B. For new employees hired into the Deputy Sheriff I classification on or after either the start of the first payroll period commencing on or after the Board of Supervisors adoption of the 2012-2016 MOU or July 15, 2014, whichever is the latter, the salary range in effect for the Deputy Sheriff I classification shall reflect two (2) additional lower salary steps, the lower of which shall be 5.50% below the salary range recruiting Step 1 as it may from time to time exist (to

be identified as Step A), and the second of which shall be 2.75% below the recruiting Step 1 of the salary range as it shall from time to time exist, (to be identified as Step B). In the event that recruiting steps 1 and/or 2 are modified in the future, Step A shall be adjusted to continue to reflect the above 5.50% differential and Step B shall be adjusted to continue to reflect the above 2.75% differential. Placement in either or both of these two (2) new recruiting steps for new employees in the Deputy Sheriff I classification, shall be effective as to any such new employee hired on or after Board of Supervisor adoption of the 2012-2016 MOU or July 15, 2014, whichever is the latter.

C. Except for new employees described in B., above, upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize recruitment at a step higher than the first step of the range or may authorize that a particular position be filled at any step within the range. When the Board authorizes recruitment at a step higher than the first step of the range, or authorizes the filling of a 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. Seven (7) days prior to the Chief Human Resources Officer recommending recruitment at a higher step to the Board, the County shall discuss with AOCDS the impact of such action.

D. Except for new employees described in B., above, the Sheriff and District Attorney may authorize the appointment of employees at any of the first seven (7) steps of the salary range. Such appointment may be made only when, in the discretion of the Sheriff or District Attorney there is a direct and measurable benefit to the County for such appointment.

E. Except for new employees described in B., above, upon recommendation of the Sheriff or District Attorney the Chief Executive Officer may authorize the appointment of employees beyond step seven (7) of the salary range when there is direct and measurable benefit to the County for such appointment.

Section 5. <u>Merit Increase Within Range</u>

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

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

C. Effective July 15, 2014, a new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first fifty-two (52) weeks of service within that class. The granting of an Official Leave of Absence, other than a Military Leave, Parenthood 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, Parenthood 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, suspensions, or Parenthood Leaves.

D. An employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) 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 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 four thousand one hundred sixty (4160) 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 four thousand one hundred sixty (4160) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply toward merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

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

2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant allowable merit increases beyond Step 7, and if granted, in what amounts, shall be solely within the discretion of the Department Head, and shall be based on merit.

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

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

Section 6. Salary on Promotion

A. Effective as to employees promoted on or after the start of the first payroll period commencing on or after Board of Supervisors adoption of the 2012-2016 MOU or July 15, 2014, whichever event is the latter, and except as modified by B., below, a regular, limited-term or probationary employee promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first fifty-two (52) weeks of service in the new class. Employees promoted prior to the above effective date(s) shall remain subject to a merit step increase eligibility date following completion of the pre-existing 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 was 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 7. Salary on Reduction in Class

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 5.C., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.

2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's 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 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 as the result of a position reclassification, 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 l5 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	Six years from the

than 25 years	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 8. Salary on Reclassification

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

1. a. If the position is reclassified to a class with the same salary range, the employee's salary, merit increase date and probationary status remain the same as in the former class.

   b. If the recruiting step is higher, the employee's salary shall be advanced the number of steps difference between recruiting steps.

   c. If the recruiting step is lower the regular and regular limited-term employee's salary remains the same.

   d. Probationary and probationary limited-term employees reclassified to a lower recruiting step 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.

2. 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 6.A. or 6.B.

3. 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 7.D.

Section 9. Salary on Reemployment

A. A person who is reemployed 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 4C,D or E.

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

Section 10. Changes in Salary Allocation

If a class is reassigned to a higher salary range, each employee in the class shall be compensated at the same step in the new salary range as the employee was receiving in the range to which the class was previously assigned. However, if a class is reassigned to a lower salary range the salary of each employee shall be determined in accordance with Article II, Section 7.D., above.

ARTICLE III GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

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

b. A regular, limited-term or probationary employee who voluntarily accepts a reduction or reassignment to the class of Deputy Sheriff Trainee shall be placed on new probation in that class for fifty-two (52) weeks from the date of appointment ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

A new or reemployed employee, employed in a regular or limited-term position shall be placed on new probation for two thousand eighty (2080) paid hours exclusive of overtime.

B. Promotional Probation

1. A full or part-time employee who is promoted shall be placed on promotional probation, except while on temporary promotion or as provided in B.2., below. A full-time Deputy Sheriff Trainee, Deputy Sheriff I, Sergeant or Supervising Attorney's Investigator shall serve a probation period of fifty-two (52) weeks from the date of promotion ending with the first day of the pay period following completion of said period. An employee who promotes to a class other than Deputy Sheriff Trainee, Deputy Sheriff I, Sergeant or Supervising Attorney's Investigator 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. A part-time employee shall serve a promotional probation period of one thousand forty (1040) paid hours exclusive of overtime for a six (6) month probation class and two thousand eighty (2080) paid hours exclusive of overtime for a fifty-two (52) week probation class 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 that where an employee alleges his or her release was the result of discrimination by the County in violation of Article XVII, NONDISCRIMINATION, the employee may submit a grievance at Step 3 of the grievance procedure within ten (10) days after receipt by the employee of notice of failure of new probation.

2. Promotional Probation

a. An employee on promotional probation may be failed at the sole discretion of the department at any time without right of appeal or hearing.

b. 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 class of Deputy Sheriff Trainee for the purpose of training for a promotion to a higher class.

c. 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.

D. General Provisions

1. When an employee’s record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as

provided in Section 4.C., 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 the 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 Section 1.E.1. and 2. 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.

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 the suspension 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. Per prior agreement of March 4, 2005, with the mutual agreement of a probationary employee and his or her Agency/Department, the employee’s new or promotional probation period may be extended at the sole discretion of the Chief Human Resources Officer for a period not to exceed ninety (90) calendar days, provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed. In such cases, the Agency/Department shall notify AOCDS in writing, and will discuss the circumstances with AOCDS prior to the probation period being extended.

Section 2. Performance Evaluation

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

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

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

D. The Department shall notify an employee in writing as soon as practicable if it appears that his/her work performance may result in denial or deferral of his/her merit increase and/or a substandard performance evaluation, so that the employee may attempt to correct such conduct.

Section 3. Contents of Personnel File

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

B. 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. All limited-term employees who transfer to permanent funded positions shall serve a new probation period. Limited-term regular employees who transfer to permanent positions shall maintain their original hire date for purposes of vacation and sick leave, or annual leave accrual, retirement and layoff.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the 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 sixty (160) 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. The department may, at its option, waive the one hundred sixty (160) 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 sixty (160) regularly scheduled hours but less than eighteen (18) months, or twenty-four (24) months in the case of Investigator I's, Court Services Division.

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, unless the parties mutually agree to another time period. In the case of Investigator I's, Court Services Division, a temporary promotion shall not exceed twenty-four (24) months.

Section 6. Reemployment of Employees on Disability Retirement

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

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

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

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;

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. 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.

Section 9. Intradepartmental Transfers

A. Intradepartmental transfers under this Section shall be limited to employees classified as Deputy Sheriff I or II assigned to Patrol or Jail. The provisions of this Section shall not take precedence over promotional or reduction procedures.

B. Employees who wish an intradepartmental transfer to Patrol or Jail shall be placed on a Transfer Seniority List for each assignment area in order of seniority. It shall be the sole responsibility of the employee to request placement on such lists. Seniority for purposes of this Section only, shall be determined by (1) rank or grade and (2) continuous time in rank or grade and (3) continuous time in the department. Ties shall be broken in a manner that is mutually acceptable to the employees involved. Transfer Seniority Lists shall not be used for any other purpose except as described herein.

C. When a vacancy occurs in Patrol or Jail, the department shall utilize the appropriate Transfer Seniority List for filling such vacancies starting with the most senior employee. The selection of the most senior employee shall not be automatic but shall be based on the following considerations:

1. The employee holds the same classification as the vacancy.

2. The employee meets all of the training, experience, qualifications and abilities for the vacancy as determined solely by the department.

3. The overall needs of the department as determined solely by the Department Head can be met by such transfer.

D. The provisions of this Section shall not be subject to the grievance procedure contained herein nor be subject to judicial review.

ARTICLE IV LEAVE PROVISIONS

Section 1. Sick Leave

Article IV, Leave Provisions, Sick Leave, shall apply to regular and limited term employees hired prior to July 15, 1977. Employees hired on or after July 15, 1977 shall be covered by the Annual Leave Plan (Article VI).

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. Extra help employees shall not earn Sick Leave. Extra help employees who, prior to July 1, 1961, met all the requirements for the earning of Sick Leave under previous ordinances shall be allowed to keep that amount of Sick Leave until such time as it has been exhausted through paid Sick Leave or until the employee terminates County service.

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 twenty-four (24) working hours 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, child, stepchild, grandparent or legal ward.

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

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

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

   c. The 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.

6. Absence from duty because of personal emergencies not to exceed three (3) shifts during the fiscal year.

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

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

Sick Leave shall not be applied to:

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

2. Absences which occur on a County holiday.

D. <u>General Provisions</u>

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

2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or 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.

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

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

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

b. Not more than once in a calendar year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused Sick Leave in excess of three hundred twenty (320) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated Sick Leave provided that the remaining balance is not reduced below three hundred twenty (320) hours. The percentage of Sick Leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's Sick Leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire within thirty (30) calendar days, may request that a payoff of his or her accumulated Sick Leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that

govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such payoff shall be made prior to the effective date of the employee's retirement.

4. Employees hired on or after July 15, 1977, shall not be eligible for any benefits provided by paragraph D.3., above.

5. Notwithstanding any other provision of this Memorandum of Understanding, if an employee is killed in the line of duty, the employee's estate shall be paid for one hundred (100) percent of the employee's unused Sick Leave.

Section 2. Bereavement Leave

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

Section 3. Authorized Leave Without Pay

A. Departmental Leave

Upon request, a regular, limited-term or probationary employee may be granted 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 B.4., B.5. and Section 11.A., 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 2., below. Such Leave may be taken 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 or annual leave be used prior to granting such Leave.

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 5. and 6., below, shall not apply.

3. An employee who has requested and identified a valid need for Family Leave pursuant to Article IV, Section 14, and applicable law, shall be granted Official Leave to the extent required by such law. The Department may require that all or a portion of compensatory time and vacation be applied toward the absence. Where appropriate under the provisions of Article IV, Section 1.B., above, the employee may be required to apply all sick leave accruals toward the absence before an Official Leave will be authorized. In addition, the employee may be required to apply all annual leave accruals toward the absence, except that the use of annual leave accruals below 100 hours shall be at the discretion of the employee.

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. 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 Auditor-Controller and the employee. If the department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said 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 on such appeals 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. <u>General Provisions</u>

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

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

Section 4. Official Leave for Non-occupational 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 non-occupational disability, including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:

1. A medical statement covering diagnosis, prognosis, expected date of return and period of disability shall be submitted with the Leave request.

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

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

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

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

Section 5. Absences Caused by Medical Conditions

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

Section 6. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I).

Section 7. Witness Leave Not Related to Employment

A regular, limited-term or probationary employee who is called to answer a subpoena, which is not related to employment, 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 deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 8. Leave for AOCDS Business

A. The County shall allow an employee up to five (5) working days absence without pay during each payroll year for the term of this Agreement to perform official AOCDS business, provided that:

1. AOCDS shall make such a request to the employee's Department Head at least seven (7) days in advance.

2. AOCDS shall not request that such Leave be effective for more than eight (8) employees on any workday for the combined Peace Officer and Supervising Peace Officer Units.

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. In addition to the Leave allowed in A. above, the County shall allow three (3) employees designated by AOCDS up to seven (7) working days absence without pay during each payroll year for the term of this Agreement, subject to the conditions contained in A.1., 2. and 3., above. AOCDS may, upon seven (7) days notification to the County, designate a replacement employee to assume the unused balance of a formerly designated employee's seven (7) days Leave.

C. Compensatory Time Trust Fund

1. The County agrees to administer a trust fund to which employees may contribute compensatory time for the sole purpose of reimbursing employees who are on Leave for AOCDS Business as specified in A., above.

2. In October of each year, employees may designate two (2) hours of their compensatory time to be credited to the trust fund. Once made, such contributions shall not be revocable.

3. Compensatory time will be credited to the fund at the contributing employee's base hourly rate of pay. Reimbursement to employees granted Leave pursuant to A., above, shall be at the employee's base hourly rate of pay not to exceed eight (8) hours per day. In those cases

where overtime is paid to an employee who replaces an employee granted Leave, the overtime premium (one-half [l/2] time) shall be paid from the fund.

4. If the funds in the trust fund are insufficient to cover all or any part of a Leave, the funds shall be disbursed in the same order as the Leave was approved and the County shall not be liable for providing any additional funds to the trust fund.

5. AOCDS shall indemnify and hold the County harmless from any liability or claim arising out of the administration of the trust fund.

6. AOCDS agrees to reimburse the County for reasonable cost of administering the trust fund upon request.

Section 9. Absence Without Authorization

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

B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the 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 9.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:

1. a statement of the County's intention to accept and enter the employee's automatic resignation, the date the County plans to take this action and it's effective date as determined by A, above;

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

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

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

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

6. a statement that if the employee fails to respond to the written notice before the date the County plans to accept and enter 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 date the County plans to accept and enter the automatic resignation, 2) provides an explanation satisfactory to the Department as to the cause of the unauthorized absence, the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the 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 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 resignations shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 10. Parenthood Leave

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

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

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

3. Such employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours.

4. All accrued vacation and compensatory time and the portion of annual leave subject to 100% payoff has been applied toward the absence.

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

C. Sick leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article or Section 2.1.a of Article VI - Annual Leave provided the employee has furnished the Department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

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

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

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

Section 11. Workers' Compensation Leave

A. When an injury is determined to be job-related in accordance with Article XII, Section 1.B., a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave upon exhaustion of 4850 benefits.

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

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

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

3. accepts employment outside the County;

4. accepts employment in another County position;

5. is retired pursuant to appropriate Government Code provisions.

C. An employee on Workers' Compensation Leave and/or 4850 Leave must 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.

D. If an employee's Workers' Compensation Leave or 4850 Leave expires and the employee is absent without authorization, the provisions of Section 9. of this Article shall apply.

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

Section 12. AOCDS Presidential Leave

A. The County agrees to grant, if requested, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding except as provided below to the President of AOCDS for the term of this Memorandum of Understanding provided that:

1. AOCDS promptly reimburses the County for all AOCDS President salary expenses* incurred during the Presidential Leave.

2. AOCDS promptly reimburses the County for all AOCDS President retirement, insurance and P.O.S.T. benefit expenses* incurred during the Presidential Leave of Absence.

3. The employee shall continue to participate in weapons qualification and any legally mandated training.

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

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

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

C. Vacation, sick leave or annual leave accrued during Presidential Leave and unused at the conclusion of the Leave must either be paid off by AOCDS or lost.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. If the employee is on promotional probation, the extended probation period shall end on the first day of the pay period following said extended date.

E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

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

H. Not more than one (1) employee in the combined Peace Officer and Supervising Peace Officer Units shall be eligible for Presidential Leave at any one (1) time.

Section 13. AOCDS Leave

A. AOCDS may request leave with pay and without loss of any benefits provided by the Memorandum of Understanding except as provided below to a member of AOCDS during the term of this Memorandum of Understanding. AOCDS shall make the request a minimum of fourteen (14) days prior to the day it is requested to begin for employees in the Deputy Sheriff I and Deputy Sheriff II classes; and a minimum of six (6) months prior to the day it is requested to begin for employees in Investigator and Sergeant classes. The County will grant the request unless there is good cause for denial provided that:

1. AOCDS promptly reimburses the County for all member salary expenses* incurred during the leave.

2. AOCDS promptly reimburses the County for all member retirement, insurance and P.O.S.T. benefit expenses* incurred during the leave.

3. The employee shall continue to participate in weapons qualifications and any legally mandated training.

4. The employee shall continue to conform to department rules, regulations and grooming standards that are not inconsistent with the leave.

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

C. Vacation, sick leave or annual leave accrued during the leave and unused at the conclusion of the Leave must either be paid off by AOCDS or lost.

D. The probation period, if applicable, shall be extended by the length of the leave. If the employee is on promotional probation, the extended probation period shall end on the first day of the pay period following said extended date.

E. The employee's eligibility for promotional examinations shall not be affected by the leave.

F. Layoff points shall not be affected by the leave.

G. In the event emergency recall of the employee becomes necessary, the leave may be suspended or cancelled during the course of the emergency. AOCDS shall not be obligated for reimbursement costs listed in A.1 and 2. for the period that leave is suspended or cancelled. Provisions of A.1. and 2. above shall be suspended during such emergency recall.

H. Not more than one (1) employee in the combined Peace Officer and Supervising Peace Officer Units shall be eligible for leave at any one (1) time, except as provided in Section 12 above.

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

Section 14. Catastrophic Leave

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

Section 15. Family Leave

A. General Provisions

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

   a. An employee's serious health condition

   b. The birth of a child or placement of a child for adoption or foster care.

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

2. Employees must request and identify their need for Family Leave. The County and AOCDS 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. When a request for Family Leave is approved, the Department shall determine whether sick leave, compensatory, vacation time and/or annual leave is to be applied. Such determination shall be consistent with other leave provisions of this Agreement and shall give consideration to the circumstances and the wishes of the employee. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article IV, Section 1.B.

B. Notification Requirements

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

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

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

C. Verification

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.

ARTICLE V VACATION

Article V - VACATION provisions shall apply to regular and limited term employees hired prior to July 15, 1977. Employees hired on or after July 15, 1977 shall be covered by the Annual Leave Plan (Article VI).

Section 1. Accumulation of Vacation

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

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] 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 employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately four [4] weeks per year), under the same terms and conditions as under B., above.

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

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

F. During each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. It is the intent of the parties to maintain an annual "Annual Leave/Vacation" payoff request benefit. Payment shall be made upon request unless the Agency/Department determines it is not economically or operationally feasible. Payment for subsequent requests shall be made if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of the subsequent request.

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.) 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 toward the required ten (10) years (Article V, Section 1.C.) of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.

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

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

F. Vacations shall be scheduled for employees by their department. Employees of equal rank or grade grouped in each of the following work assignments shall choose vacations within their group by seniority:

By Division or Detail:

Intake-Release Center, Theo Lacy Facility, Musick Facility, Harbor Patrol, Professional Standards, Training, Support Services, RNSP, Drug Education and Facilities Planning.

By Detail or Unit Within Division:

South Operations:	Contract cities individually Unincorporated areas Investigators
West Operations:	Investigators Sergeants (Patrol and Investigation)

North Operations:	Investigators by Detail Patrol Transportation Air Support Airport Detail
Court Operations/ Central Justice Center:	Deputy I/Bailiff Deputy I/Detention Sergeants
All Other Justice Centers:	Deputy I Deputy II Sergeants
Field Services:	Deputy II Investigators Sergeants
Central Men's/Women's Jails:	Sergeants combined Deputies by Facility
Investigation Division:	Sergeants Investigators by Detail

GET
VDP
Narcotics

Seniority for vacation purposes shall be determined by continuous service in the department. The employee with the longest continuous service in rank or grade shall prevail in case of ties.

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

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

I. 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.

J. 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.

K. 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.

L. Per the agreement of March 4, 2005, the Sheriff-Coroner Department agrees not to delete available vacation time periods from the vacation eligibility list without providing employees another opportunity to select additional vacant/available vacation weeks.

ARTICLE VI ANNUAL LEAVE PLAN PROVISIONS

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977, and shall become effective on November 10, 1998. Upon adoption of the Annual Leave Plan, annual leave will consist of the combined sick leave, vacation balances and accruals for employees covered by the Annual Leave Plan Provisions.

Section 1. Accumulation of Annual Leave

A. During the first three (3) years of employment, a regular or limited term employee shall earn approximately five (5) hours and fifty-one (51) minutes of annual leave during each eighty (80) hour pay period (approximately one hundred fifty-two [152] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.

B. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn approximately eight (8) hours and nineteen (19) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred sixteen [216] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.

C. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn nine (9) hours and fifty-one (51) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred fifty-six [256] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.

D. Annual Leave earned shall be added to the employee's annual 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.

E. The amount of annual leave an employee may accrue shall be unlimited.

F. Extra help employees shall not earn annual leave.

Section 2. Use of Annual Leave for Illness or Injury

1. Annual Leave may be applied to:

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

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

c. 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.

d. 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. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

e. Absence from duty because of personal emergencies not to exceed three (3) shifts of annual leave hours during the fiscal year.

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

2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or 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.

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

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by the department. Employees of equal rank or grade grouped in each of the following work assignments shall choose vacations within their group by seniority:

By Division or Detail:

Intake-Release Center, Theo Lacy Facility, Musick Facility, Harbor Patrol, Professional Standards, Training, Support Services, RNSP, Drug Education and Facilities Planning.

By Detail or Unit Within Division:

South Operations:	Contract cities individually Unincorporated areas Investigators
West Operations:	Investigators Sergeants (Patrol and Investigation)

North Operations:	Investigators by Detail Patrol Transportation Air Support Airport Detail
Court Operations/ Central Justice Center:	Deputy I/Bailiff Deputy I/Detention Sergeants
All Other Justice Centers:	Deputy I Deputy II Sergeants
Field Services:	Deputy II Investigators Sergeants
Central Men's/Women's Jails:	Sergeants combined Deputies by Facility
Investigation Division:	Sergeants Investigators by Detail

GET
VDP
Narcotics

Seniority for vacation purposes shall be determined by continuous service in the department. The employee with the longest continuous service in rank or grade shall prevail in case of ties.

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 4. General Provisions

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

B. An Official Leave of Absence shall cause the aforementioned years (Section 1.C.) 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 toward the required years of County Service.

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

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

F. 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 5. Payoff of Unused Annual Leave

A. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. It is the intent of the parties to maintain an annual "Annual Leave/Vacation" payoff request benefit. Payment shall be made upon request unless the Agency/Department determines it is not economically or operationally feasible. Payment for subsequent requests shall be made if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of the subsequent request.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

Years of Service	Maximum Payoff
Less than 3 years	160 hours maximum paid at 100%
3 but less than 10	240 hours maximum paid at 100%
10 but less than 12	240 hours maximum paid at 100%; remaining balance (to a maximum of 1600 hours) obtains cash value of 2% for each year of service, i.e., 10 years of service equals 20% cash value for remaining balance up to 1600 hours.
12 or more	320 hours paid at 100%; remaining balance (to a maximum of 1600 hours) obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance up to 1600 hours; 25 or more years of service equals 50% of the remaining balance up to 1600 hours.
15 or more	360 hours paid at 100%; remaining balance (to a maximum of 1600 hours) obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance up to 1600 hours; 25 or more years of service equals 50% of the remaining balance up to 1600 hours.

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

D. Annual Leave Payoff or Retirement

1. An employee who is separating from County service by paid County retirement may elect to take annual leave as time off, or to be paid in a lump sum payment, and the amount of annual leave taken or paid shall be limited to the amount of hours the employee is eligible to receive at 100% upon retirement.

2. The hours of annual leave that the employee takes as time off prior to retirement will be counted as hours paid at 100%, and will be deducted from the hours of annual leave that will be paid to the employee in a lump sum payment.

3. The above Annual Leave Payoff provisions are not intended to provide for the retiring employee to be permitted to return to active status after the employee has stated his or her intent to retire and elected to take time off prior to retirement, in order to receive additional Annual Leave payoff at 100%. If an employee returns to work under these circumstances, the Annual Leave hours used within two (2) pay periods prior to return will be deducted from the hours of annual leave that will be paid to the employee in a lump sum payment upon retirement.

E. Notwithstanding any other provision of this Memorandum of Understanding, if an employee is killed in the line of duty, the employee's estate shall be paid for one hundred (100) percent of the employee's unused annual leave.

ARTICLE VII HOLIDAYS

Section 1. Holidays Observed

A. County employees shall observe the following holidays:

2014:
New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 20
Lincoln's Birthday, February 12
Washington's Birthday, February 17
Memorial Day, May 26
Independence Day, July 4
Labor Day, September 1
Columbus Day, October 13
Veteran's Day, November 11
Thanksgiving Day, November 27
Day After Thanksgiving, November 28
Christmas Day, December 25

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

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

B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Superior Courts, employees in the District Attorneys Office and the Sheriff-Coroner Department assigned in the Court Services Division 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.

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

C. Compensation for Holidays Falling on Scheduled Days Off

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

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

D. Compensation for Work on Holidays

An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to his or her regular pay, compensatory time for each hour worked to a maximum of eight (8) hours. Work performed on a holiday, which is overtime as defined in Article I, Section 1, shall be compensated as provided in Article I, Section 3.

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

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

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

ARTICLE 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 as follows:

1. Effective January 1, 1995, the per mile reimbursement rate shall be adjusted as follows:

   a. For Investigators in the District Attorney's Office, the reimbursement rate shall be the higher of either thirty-nine (39) cents per mile or the highest rate which applies to any represented employees of the County.

   b. Effective April 1, 2005, for Investigators in the District Attorney's Office, the reimbursement rate shall be the higher of either forty-eight (48) cents per mile or the highest rate which applies to any represented employees of the County.

   c. For all other employees, the reimbursement rate shall be the higher of the IRS rate or the rate which applies to the largest total number of represented employees of the County.

Section 2. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property lost, stolen or 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. The amount of reimbursement for other personal property covered by this provision shall be the replacement value but not to exceed two hundred ($200) dollars per item. An employee who elects to use personal property items in lieu of equipment furnished by the department shall be reimbursed for such property if it is lost, stolen or damaged in the line of duty, without fault of the employee, for the replacement value, not to exceed the cost of similar equipment furnished by the County.

Section 3. Law Enforcement Transportation Supplement

In recognition of the fact that Investigators in the District Attorney's Office drive their private vehicles, on average, in excess of nine thousand (9000) miles per year in the performance of County law enforcement duties, purchase additional liability insurance, transport witnesses and prisoners and incur other miscellaneous expenses, the County shall pay a five hundred fifty ($550) dollar annual transportation expense allowance to Investigators employed in the District Attorney's Office as of August 1 of each year who are regularly required to use a private vehicle in their employment. Eligible employees must submit a claim on or before August 31 of each year. Additionally, the County shall pay five hundred fifty ($550)

dollars to Investigators who drive more than six thousand (6000) miles on County business in a fiscal year.

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

Section 2. Pre-disciplinary Hearing for Suspension, Reduction in Class or Salary or Discharge

A. In suspending a regular, limited-term or probationary employee for more than five (5) days, or in reducing in class a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability, or in reducing in salary a regular or limited-term regular employee for reasons of unsatisfactory performance, 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. In suspending a regular, limited-term or probationary employee for five (5) days or less, the above notice requirements shall be complied with not more than ten (10) days after the effective date of the suspension.

C. Prior to the effective date of such suspension, reduction in class or salary, 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.

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

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

F. 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 the response period in C., above, for suspension of five (5) days or less.

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

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

Section 3. Suspension

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 Article X, 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 4. Reduction in Class or Salary

A. No regular or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability or have his or her salary reduced to a lower step on the salary range for reasons of unsatisfactory performance except for reasonable cause.

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

C. In accordance with the provisions of Article X, an appeal of reduction in class for reasons of unsatisfactory performance or physical disability, or an appeal of reduction in salary for unsatisfactory performance, shall be initiated at Step 2 of the grievance/appeal procedure; except that reductions in class or salary imposed by the County Executive Officer may be referred directly to arbitration.

D. Per agreement of March 4, 2005, the parties may agree if requested by AOCDS, to substitute the Reduction in Salary form of discipline for a proposed suspension. The Reduction in Salary form of discipline may only be imposed in place of a proposed suspension if requested by AOCDS.

Section 5. Discharge and Right of Appeal

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

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

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

Section 6. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take 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, minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classification;

4. standard or better performance evaluations.

Section 2. Basic Rules

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

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

C. If it is the judgment of any management representative that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the County and AOCDS any step of the grievance procedure may be waived.

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

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

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

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

H. The County grievance files shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

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 AOCDS in the formal grievance/appeal procedure, or by an attorney in appealing a discharge.

B. Authorized grievance/appeal representatives shall be regular employees in the same department or same representation unit as the grievant/appellant who are members of and are designated by AOCDS to represent employees for purposes of the grievance/appeal procedure. AOCDS shall notify the Department Head of the names and titles of such representatives and send a copy of such notice to Human Resource Services quarterly.

C. AOCDS staff representatives or authorized employee grievance representatives may represent the employee at Steps 1 and 2 of the internal grievance/appeal procedure and in arbitration.

D. If an employee is not represented by AOCDS in arbitration, AOCDS may have representatives present at the arbitration and, if necessary, shall have the right to present AOCDS' interpretation of the provisions of the Agreement at issue. 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 AOCDS.

Section 5. Time Off for Processing Grievances/Appeals

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

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

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

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

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

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

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

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

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

Section 6. Informal Discussion

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

Section 7. Internal Grievance/Appeal Steps

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

Step 1: Agency/Department Head

If an employee has a problem relating to an interpretation or application of this Memorandum of Understanding, the employee may formally submit a grievance to the Agency/Department Head 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 Agency/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. In the case of a grievance appeal concerning a written reprimand, the decision of the Agency/Department Head shall be final and binding and shall not be subject to further processing under the MOU.

Step 2: Chief Human Resources Officer

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

a. an alleged misinterpretation or misapplication of this Memorandum of Understanding;

b. a substandard performance evaluation;

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

d. a probationary release alleging discrimination,

it may be appealed in writing to Human Resource Services within seven (7) calendar days after receipt of the written decision from Step 1. Appeal of a suspension and/or a reduction in class or salary ordered by the Agency/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 final notice of suspension and/or reduction in class or salary. Within fourteen (14) calendar days after receipt of the written grievance/appeal, Human Resource Services or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant.

In rendering any decision on such grievance/appeal, Human Resource Services shall exercise his or her independent judgment in determining whether the evidence does or does not support an allegation, establish a fact, or support a lower level decision or determination, and shall not be bound in any way by the findings or decision made at any prior level. The decision of the Chief Human Resources Officer in B. and C., above, as to all actions taken by the Chief Human Resources Officer in arriving at such decision, including such decision, shall not be subject to arbitral or judicial review and shall be final and binding on all parties.

Mediation-Arbitration

As an alternative to Step 2, appeal of a Suspension and/or a Reduction in Class or Salary (pursuant to Article X, Section 4.) ordered by the Agency/Department Head or his or her designated representative may be appealed directly to mediation/arbitration. The time limits and procedures for submission to Step 2 shall apply.

If the matter is addressed but not resolved through the mediation/arbitration process, the matter is appealable to arbitration pursuant to Article X, Section 8.B.

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. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

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

B. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from a suspension or reduction in class or salary is not settled at Step 2, it may be presented to the Chief Human Resources Officer within seven (7) calendar days from the date the decision was rendered.

b. An appeal from any discharge or from a suspension or reduction in class or salary 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 a staff representative of AOCDS and shall be submitted in writing as follows:

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

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

2. Findings of Fact 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. Suspension/Reductions in Class or Salary

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

c. Per agreement of March 4, 2005, contingent upon mutual agreement, the parties may agree that Article X, Section 8.B.2 of the Memorandum of Understanding does not prohibit an arbitrator from reducing a suspension to lesser discipline, including a lesser suspension.

d. 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.

e. Restriction on Remedies

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

2) Restoration of pay and benefits shall be subject to deduction of all unemployment insurance and 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.1. 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 XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and AOCDS?

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

2. Findings of Facts and Remedies

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

b. In the event the arbitrator finds a violation of Article XVII, 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 XVII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

1) The probationary release may be sustained.

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

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

D. General Provisions

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

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

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

4. Arbitration appeal hearings of suspensions of 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.

5. The arbitrator shall be selected from a panel established by mutual agreement of the parties.

6. If the panel is abolished, 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 American Arbitration Association unless the parties agree to another source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.

7. 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.

8. 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.

9. 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.

10. 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.

11. The County and AOCDS each shall be allowed to have at least one (1) of their own employees, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

12. The decision of the arbitrator shall be final and binding on all parties and shall not be subject to judicial review.

Section 9. No Strike Provision

During the term of this Memorandum of Understanding there shall be no strike called or sanctioned by AOCDS relating to any matter which is subject to the scope of the grievance procedure under Section 1.A. above and which is subject to arbitration under Section 8.A. above.

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 knowledges or skills which are of special value in the operation of the County business.

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

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

Section 2. Order of Layoff

A. When a reduction in the work force is implemented, employees in regular positions and those occupying limited-term positions at the direction of the 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 the 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 the 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.

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 each point below three hundred (300) on the last “Performance Evaluation Report”, for the class currently held by the employee, the employee shall earn five (5) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

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

Section 4. Notification of Employees

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

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

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

Section 5. Voluntary Reduction in Lieu of Layoff

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

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify the 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 the 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 the date of proof of service by mail, to notify the 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 the 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 DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3, below.

Section 7. Reemployment Lists

A. The following persons shall be placed on 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 a 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 a 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 a 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 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 an agency/department, other than the agency/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 an agency/department, other than the agency/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 eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles 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 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 agencies/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) agency/department to another agency/department occurs, employees previously laid off from such function(s) who are on an AGENCY/ DEPARTMENTAL REINSTATEMENT LIST for the agency/department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency/department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to AOCDS 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 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 left on the employee's account when laid off shall be restored.

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

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

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

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

C. When an employee is reduced under the provisions of this Article and is subsequently reemployed in a class higher than the one (1) from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had 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 INJURIES, WORKERS' COMPENSATION AND MEDICAL INSURANCE

Section 1. On-the-Job Injuries

A. Medical Treatment

Whenever an employee sustains an injury or disability arising out of and in the course of County employment which requires medical treatment, the employee shall obtain such treatment pursuant to the appropriate California Labor Code sections.

B. Disability Payments and Leave

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 be compensated and placed on Leave pursuant to California Labor Code Section 4850. An employee who is eligible for benefits under California Labor Code Section 4850 shall be placed on 4850 Leave.

Section 2. Exhaustion of 4850 Benefits

A. When an employee has exhausted all rights and benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of County employment, such employee shall be treated in the following manner:

1. he or she shall be entitled to all benefits provided by California Workers' Compensation Law; and

2. he or she shall be placed on Workers' Compensation Leave pursuant to Article IV, Section 11.; and

3. at the employee's option, all sick leave, annual leave, compensatory time and vacation shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or

4. if the employee is not eligible for temporary disability or exhausts his or her temporary disability benefit, at the employee's option such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.

B. Upon exhaustion of all sick leave, compensatory time and vacation, or annual leave the employee shall not accrue sick leave, vacation or annual leave for the remainder of Workers' Compensation Leave.

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 of benefits shall be considered County service for merit increase eligibility and completion of the probation period.

D. 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, vacation or annual leave earning rates.

Section 3. Medical Insurance

A. Medical Insurance Contribution

1. Effective after Board adoption of this MOU, through December 31, 2010, the County shall contribute $745 per month for each full-time enrolled regular, limited-term, and probationary employee on paid status in these units except as noted in B., C., D., and E., below.

2. Effective January 1, 2011 through December 31, 2011, the County shall contribute $794 per month for each full-time enrolled regular, limited-term, and probationary employee on paid status in these units except as noted in B., C., D., and E., below.

3. Effective January 1, 2012 through December 31, 2012, the County shall contribute $845 per month for each full-time enrolled regular, limited-term, and probationary employee on paid status in these units except as noted in B., C., D., and E., below.

4. Effective either at the start of the first payroll period commencing on or after Board of Supervisors adoption of the 2012-16 MOU or the payroll period commencing July 15, 2014, whichever event is the latter, the County shall contribute $910 per month for each full-time enrolled regular, limited term, and probationary employee on paid status in this unit except as noted in B., C., D., and E., below.

5. Effective at the start of the first payroll period commencing on and after January 1, 2015, the County shall contribute $1,031 per month for each full-time enrolled regular, limited-term and probationary employee on paid status in this unit except as noted in B., C., D., and E., below.

6. Effective at the start of the first payroll period commencing on and after January 1, 2016, the County shall contribute $1,174 per month for each full-time enrolled regular, limited-term and probationary employee on paid status in this unit except as noted in B., C., D., and E., below.

B. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.

C. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six (26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.

D. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working fulltime, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.

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 make medical insurance contributions as described in A., B., C. and D., above.

Section 4. <u>AOCDS Medical Insurance Trust Fund</u>

A. AOCDS shall provide medical benefits similar to those offered by the County. The plans shall include at least one PPO or POS and one HMO option.

B. 1. AOCDS shall maintain a trust fund for the sole purpose of providing medical insurance benefits, which can include medical prescriptions and/or vision care, for employees and retirees in the representation unit. Said trust fund shall be administered by trustee(s) designated by AOCDS. Funds in said trust shall not be co-mingled with AOCDS funds. It is intended that the administration of the trust fund shall survive the expiration of this agreement or loss of representation status by AOCDS.

2. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by AOCDS to all employees in the representation unit and retirees of the representation unit on an equal basis regardless of membership status.

3. AOCDS shall operate their insurance programs in accordance with applicable State and/or Federal laws and regulations related to the administration of the Medical Benefits Trust. Once each year, the AOCDS Trustees of the Medical Benefits Trust shall provide the County with correspondence verifying their compliance with applicable law. The Trustees of the AOCDS Medical Benefits Trust shall provide the County with the following:

a. A certified annual financial report on the Medical Benefits Trust. An independent licensed CPA firm shall prepare the report. The report will be provided simultaneously to AOCDS and the County

Executive Officer (CEO). The report shall be provided no later than December 1 of each year.

b. Contained in the report will be the CPA's independent opinion as to whether AOCDS' financial statements are in conformity with generally accepted accounting principles. The CPA will examine the financial aspects of the Trust on a test basis examining the amounts and disclosures in the financial statements. Additionally, the CPA shall review the accounting principles used and the significant estimates made by the Trust's management as well as evaluate the overall statement presentation.

c. The following shall be the criteria for the CPA to include in the annual certified financial report:

1) Obtain knowledge of AOCDS' organizational environment including:

- Funding source and legal requirements;
- Contractual requirements;
- Laws and regulations that have a direct and material affect on the determination of financial statement amounts;
- Economic considerations;
- Administrative and operating characteristics; and
- Understanding of AOCDS' internal controls.

2) Substantive tests of balances. This involves testing year-end balances of the various financial statement amounts related to the Trust or Trust Accounts to determine the accuracy of the balances and may include the following elements or others as determined by the CPA performing the review:

- Confirmation of cash and investment balances
- Testing of bank account reconciliations
- Confirm receivable balances, examine receipts subsequent to year end to substantiate year-end balances
- Examine supporting documents for fixed asset additions
- Test disbursements subsequent to year end to verify accounts payable balances
- Perform analytical procedures on investment income
- Confirm or test revenue balances

3) Substantive tests of transactions including inspecting documents supporting recorded transactions to determine whether the transactions are valid and valued and coded correctly as to account, amount, and period.

4) After the aforementioned procedures have been completed, the CPA shall issue an opinion on the organization's financial statements.

5) The CPA shall communicate as part of the report other significant matters which came to their attention during the analysis of the Trust such as material weaknesses in design or operation of internal controls, illegal acts, or significant fraud risks.

C. The County shall participate and be involved in a study to be commissioned by AOCDS to determine the appropriate level of reserves for the AOCDS Medical Insurance Trust.

D. By October 1, 2011, AOCDS shall provide the County with a report prepared by a licensed Certified Public Accountant outlining the methods used to calculate the amounts of administrative fees and expenditures paid to AOCDS and to third party administrators, including the amounts received by commissions.

E. AOCDS and the County shall conduct a joint audit of the AOCDS Medical Insurance Trust. The audit of the AOCDS Medical Insurance Trust shall include, but not be limited to:

1. Summary of medical benefit plan highlights (with information on deductions and co-pays)

2. Monthly premiums (active employees, retirees and Medicare-eligible retirees), verification that such monthly premiums reflect the retiree premiums 10% higher than the active employee premiums

3. Summary of enrollment by active employee/retiree by plan and by tier

4. Method for setting retiree contributions (e.g., confirm contributions based on difference between premium and grant amount)

5. Health plan renewal or contract documents

6. Understanding the investment options and balances of the Trust

7. How the unfunded liability is calculated*

8. Review of actuarial valuations of the Trust*

9. Review of the cash flow analysis of the mutual fund investments

10. How the amount of overhead is determined

* Deleted if there are no County or AOCDS GASB reporting requirements

F. The County requires a complete independent audit of the AOCDS Medical Trust on an annual basis. AOCDS will recommend at least three (3) independent licensed CPA firms for the County's consideration. The County shall make the selection of the licensed CPA firm (the "Independent Auditor") to conduct the audit from the list provided by AOCDS. AOCDS and the County will enter into a dual agency agreement with the Independent Auditor, whereby the AOCDS and the County shall be considered joint clients of the Independent Auditor. Such dual agency agreement will provide AOCDS and the County with equal access to any and all data used by the Independent Auditor in preparing its report, and an equal right to request information and data of the Independent Auditor, as reflected in Section 4.E.1-10 above. AOCDS and the County will share the cost of the audit equally. The independent audit is to be conducted each Fiscal Year with the audit report to be presented by the Independent Auditor to AOCDS and the County within 120 days from the end of the Fiscal Year.

G. AOCDS shall defend, indemnify and hold the County harmless from any claims or legal action brought by employees in these representation units arising out of, or in any way related to, medical insurance or benefits provided pursuant to this section. This obligation shall not arise with respect to any claim or legal action brought by AOCDS or employees concerning coverage overlap between the respective County and Association plans.

H. All regular, full-time, limited-term or part-time (at least twenty [20] hours per week) probationary employees in classifications represented by AOCDS shall be eligible and offered an opportunity to enroll in the Association plan options. No employee in a classification represented by AOCDS shall be eligible for County Health insurance plans. No employee whose retirement has been approved by the County Retirement Board to be effective after June 30, 1988 while in a classification in these units shall be eligible for County health insurance plans.

I. AOCDS shall have an open enrollment at least once a year.

J. The waiting period for health insurance coverage of new employees may not exceed sixty [60] days.

K. The Association may not terminate their health insurance plans during the term of the MOU. In the event the MOU expires and no labor agreement exists, the health plan will continue unless and until AOCDS provides ninety [90] days notice of intent to terminate coverage to all bargaining unit employees and the County. The County will permit employees to enroll in the plans available to County employees except the 1987 County Indemnity Plan. The Association shall be responsible to pay for all claims during the time of coverage based on the date services were incurred. If the Association terminates health plan coverage, the County will terminate its contribution for the health trust fund 30 days prior to plan termination.

L. Employees eligible for coverage under an Association plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

M. Employees eligible for coverage under a County health plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

N. Plan eligibility shall terminate at the end of the calendar month in which any of the following occur, except as noted in 2, below:

1. Employee terminates.

2. Change of representation unit. Plan eligibility shall terminate on the last day of the month following thirty (30) days from the effective date of the representation unit change.

3. Disenrollment of a dependent (for the dependent). However, this will not operate to interfere with a former employee's right to continue insurance coverage at his/her option as provided for under law.

O. Coverage under the County plans or Association plans shall be determined on the basis of the date that services were incurred.

Section 5. Accidental Death and Dismemberment Insurance

The County shall provide an Accidental Death and Dismemberment policy for death or dismemberment for all full time Peace Officer and Supervising Peace Officer Unit employees and part-time Peace Officer and Supervising Peace Officer Unit employees whose normal workweek consists of at least twenty (20) hours. The policy shall provide benefits for death or dismemberment occurring in the line of duty.

Section 6. Other Insurance Coverage

A. AOCDS shall maintain a trust fund for the sole purpose of providing insurance benefits such as, but not limited to, disability, dental and life insurance for employees in these Representation Units.

B. The County shall, on a biweekly basis, forward thirty (30) cents per hour for all regular hours paid for all regular, regular limited-term and probationary employees in these Representation Units for deposit in said trust fund.

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

D. AOCDS shall agree to the same audit process as outlined in Section 4. B. 3. above.

E. AOCDS shall indemnify and hold the County harmless from any claims or legal action brought under this Section.

Section 7. 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 8. Retiree Medical Plan

Effective August 1, 1993, and as amended herein by the Board of Supervisors, the County shall administer a Retiree Medical Plan (Plan) for employees to include a Retiree Medical Grant (Grant) or a lump sum benefits (Lump Sum) as set forth below. New employees hired on or after October 12, 2007 are not eligible for the Grant or Lump Sum.

A. Retiree Medical Grant

1. Upon paid County retirement, an eligible retiree who meets certain eligibility requirements of the Plan set forth in Section C below shall receive a Grant. The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS or County-offered health insurance plan and/or Medicare Part B premiums as provided below.

    a. Upon implementation for eligible retirees, the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service to a maximum of twenty-five years. In each calendar year, the amount of such Grant shall be adjusted by the average percentage increase in County health plan premiums, 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.

        1. The accruals of years of service towards the Grant amount for employees were frozen as of October 12, 2007 (the beginning of the pay period of Board adoption).

    b. The Grant will be adjusted as follows:

        1. 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 Medicare Part A (if eligible at no cost) and Medicare Part B.

2. The Medicare reductions in provisions A.1.b.1 do not apply to a retiree or surviving dependent eligible for the Grant who was retired and was eligible for Medicare Part A (if eligible at no cost) and Medicare Part B on or before October 12, 2007.

c. All employees who become eligible for a Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an AOCDS offered health plan or Medicare. 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 eligibility for a Grant.

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

1. An employee who was employed by the County prior to October 12, 2007 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 B. 2. below.

2. An employee who was employed by the County prior to October 12, 2007, 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 October 12, 2007. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding October 12, 2007.

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 or AOCDS-offered health plan and/or 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 retired from the County of Orange and receiving a monthly retirement allowance from the County's Retirement Administrator. New employees hired on or after October 12, 2007 are not eligible for the Grant. For an employee who was continuously employed by the County prior to October 12, 2007, any hours of service performed in periods on or after October 12, 2007 shall be included as a part of the credited service towards the Grant eligibility requirements if the employee is continuously employed by the County from October 12, 2007 until his or her retirement. Accrual towards the Grant amount is frozen as set forth in Section 8.A.1.a.1.

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.

2. 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 through the County's Retirement Administrator shall be eligible for a Grant equal to either ten (10) years of credited service or actual years of credited County service, whichever is greater.

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

   c. A separated employee with less than ten (10) years of credited County service who has requested a service or non-service connected disability retirement pension through the County's Retirement Administrator shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the County's Retirement Administrator.

   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 County's Retirement Administrator grants a disability retirement.

3. 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 at no cost must be enrolled in Medicare Part A to be eligible to receive the Grant.

4. <u>Deferred Retirement</u>

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

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

5. For purposes of this Section, a full year of credited service shall mean 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 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.

D. Survivor Benefits

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

2. A surviving eligible AOCDS retiree who qualifies for a monthly retirement allowance who was married to an AOCDS 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. A retiree may not receive both a benefit as a surviving dependent, as stated in D.1. and his or her own Grant.

E. Employee Contribution

1. Except as provided in E.3., E.4., E.5. and E.6. below, effective October 12, 2007, employees shall continue to contribute one (1) percent of their bi-weekly base salary, exclusive of overtime and premium pay, to offset the Annual Required Contribution to continue the Grant for eligible retirees. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

2. Except as provided in E.3., E.4., E.5. and E.6. below effective October 12, 2007, employees shall contribute an additional two and six-tenths percent (2.6%) of bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution to continue the Grant for eligible retirees. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

3. Except as provided in E.6. below, employees hired on or after the first day of the first full pay period that falls in the month after Board adoption of a Resolution adopting the “3% at 55” safety retirement formula shall contribute two percent (2%) of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the Retiree Medical Program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

4. Employees in the classification of Deputy Sheriff Trainee hired after Board adoption of the MOU shall contribute two (2) percent of their bi-

weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the Retiree Medical Program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

5. Effective either at the start of the first payroll period commencing on or after Board of Supervisors' adoption of the 2012-2016 MOU or the first payroll period commencing on or after July 15, 2014, whichever is the latter, employees hired prior to adoption of the 3% at 55 safety retirement formula (E. 3., above) shall have their ARC contribution reduced from 3.6% to 2.6% of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the retiree medical program. As regards said employees, the contribution shall be further reduced from 2.6 to 1.6% effective the first payroll period commencing on or after July 1, 2015.

6. Effective either at the start of the first payroll period commencing on or after Board of Supervisors' adoption of the 2012-2016 MOU or the first payroll period commencing on or after July 15, 2014, , whichever is the latter, employees hired on or after the first day of the full pay period that fell in the month after Board adoption of a Resolution adopting the 3% at 55 safety retirement formula, shall have their ARC contribution reduced from 2.0% to 1.0% of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the retiree medical program. As regards said employees, the contribution shall be further reduced from 1.0% to 0% effective the first payroll period commencing on or after July 1, 2015.

F. General Provisions

1. AOCDS shall administer their health insurance program for retirees subject to the requirements set forth in this section.

2. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.

3. AOCDS shall provide to the County all information necessary for the County to administer the Plan including, but not limited to, retiree health insurance enrollment information, verification of Medicare enrollment and verification of the premiums for all health insurance plans.

G. Health Reimbursement Account

Effective October 12, 2007, the County established a Health Reimbursement Account (HRA) for current and future employees. The County and the HRA administrator, with the oversight of the Health Reimbursement Account Advisory Committee, shall administer the program subject to the requirements set forth in the Health Reimbursement Arrangement Plan Document.

1. Effective October 12, 2007, employees began contributions of two (2) percent of their bi-weekly base salary, exclusive of overtime and premium pay, to fund their Health Reimbursement Account Plan.

2. a. Effective October 12, 2007, the County began contributions of two (2) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

   b. Effective October 1, 2008, the County increased contributions to three (3) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

ARTICLE XIII SAFETY

Section 1. General Provisions

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. The AOCDS 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.

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 Engineer.

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 Engineer. During the period that the Safety Engineer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Engineer 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 AOCDS 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.

ARTICLE XIV UNIFORMS

The County will provide, but will not launder or dry clean, required uniforms for the following classes of employees:

Deputy Sheriff I
Deputy Sheriff II
Sergeant

ARTICLE XV PAYROLL DEDUCTION OF DUES AND INSURANCE PREMIUMS AND EMPLOYEE INFORMATION LISTING

Section 1. Payroll Deduction

A. Membership dues of AOCDS members in this representation unit and insurance premiums for such AOCDS 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 AOCDS.

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

Section 2. Employee Information Listing

Upon request, to a maximum of two (2) times per fiscal year during the term of this Memorandum, the County shall provide AOCDS with a complete and current listing of all employees in the Units represented by AOCDS. Such listings shall include employee name, job classification, department, timekeeping location, salary range and step. AOCDS agrees to pay one dollar and fifty cents ($1.50) per page to offset the cost of providing such listings.

ARTICLE XVI EMPLOYEE RIGHTS

Section 1.

The County shall not take any action against an employee for exercising any rights, or receiving any benefits, provided for in this Memorandum.

Section 2.

The rights provided for in the Public Safety Officer's Procedural Bill of Rights Act are not superseded, waived or in any other manner diminished by any term or condition of this Memorandum of Understanding.

Section 3.

Prior to answering questions posed by an investigating officer conducting an investigation that could reasonably lead to punitive action, or being required to submit a written report, an employee, upon request, will be given the opportunity to contact AOCDS to determine his/her representational rights.

ARTICLE XVII NONDISCRIMINATION

Section 1.

The County and AOCDS agree that the provisions of this Memorandum shall be applied to employees without discrimination by reason of physical handicap, marital status or medical condition (as defined under the Fair Employment Practices Act) or race, religion, color, sex, sexual orientation, age, national origin, or ancestry.

Section 2.

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

ARTICLE XVIII DEFERRED COMPENSATION

An employee in a regular position may, at his or her request, participate in the County's Deferred Compensation Plan.

ARTICLE XIX 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 XX FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specific 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

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specific 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 XXI RETIREMENT

Section 1.

Eligible employees of this Unit are included in the Orange County Employees Retirement System as determined by their date of entry into eligible County service.

Section 2.

Subject to Sections 6, 7, and 8 below, the County will pay toward general and safety member employees' total retirement contribution the statutory maximum allowable of one-half (1/2) under the provisions of Government Code Section 31581.1.

Section 3.

Members' normal and cost-of-living contributions shall be adjusted subsequent to and in accordance with actuarial recommendations adopted by the Retirement Board and the Board of Supervisors, and in accord with the provisions of this MOU

Section 4.

Subject to Sections 6, 7, and 8 below, the County will pay any remaining contributions normally required of the safety members in the Peace Officer and Supervising Peace Officer Units, pursuant to Government Code Section 31581.2., with said payment diminishing/ending pursuant to Sections 6, 7 and 8 below.

Section 5.

Effective June 28, 2002, the County implemented the 3% at 50 safety retirement formula for current active employees for all years of service as specified under the applicable Government Code Sections.

Section 6.

a. Subject to the modifications in 6 d. and e. below, effective the first pay period after Board adoption of the 2009-2012 MOU, current employees (safety members) who were employed by the County in a category qualifying for the “3% at 50” retirement formula (a “Safety Retirement Classification”) prior to the Effective Date (as defined in Section 7.a. below) will begin to contribute one (1) percent of their compensation earnable toward their employee normal retirement contribution through payroll deduction.

b. Subject to the modifications in 6 d. and e. below, effective October 8, 2010, current safety members who were employed by the County in a Safety Retirement Classification prior to the Effective Date will contribute three (3) percent of their compensation earnable toward their employee normal retirement contribution through payroll deduction.

c. Subject to the modifications in 6 d. and e. below, effective October 7, 2011, current safety members who were employed by the County in a Safety Retirement Classification prior to the Effective Date will contribute five (5) percent of their compensation earnable toward their employee normal retirement contribution through payroll deduction.

d. Effective the first payroll period commencing on or after Board of Supervisors' adoption of the 2012-2016 MOU or July 15, 2014, whichever is latter, current safety members who were employed by the County in a Safety Retirement Classification prior to the 3% at 55 retirement formula Effective Date will contribute a total of seven (7%) percent of their compensation earnable toward their employee normal actual contribution, through payroll deductions.

e. Effective the first payroll period commencing on or after July 1, 2015, current safety members who were employed by the County in a Safety Retirement Classification prior to the 3% at 55 retirement formula Effective Date will contribute one hundred (100%) percent of the OCERS-determined employee normal retirement contribution, as it may from time to time exist, through payroll deductions. If and when future OCERS-mandated employee normal contribution increases (or decreases) occur, the individual employee contribution shall be correspondingly changed to continue to reflect 100% payment of the new amount.

Section 7.

a. Subject to the modifications in subsections c. and d. below, effective the first day of the first full pay period that falls in the month after Board adoption of a Resolution adopting the "3% at 55" safety retirement formula (the "Effective Date"), all new employees to safety classifications represented by AOCDS, who were not in a Safety Retirement Classification with the County prior to their date of entry into AOCDS, will be in the "3% at 55" retirement formula, as provided for in Government Code Section 31664.2.

b. Subject to the modifications in subsections c. and d. below, the employees described in 7.a. above will contribute six and six-tenths (6.6) percent of their compensation earnable toward their employee normal retirement contribution through payroll deduction.

c. Effective at the start of the first payroll period commencing on or after Board of Supervisors' adoption of the 2012-2016 MOU or July 15, 2014, whichever is latter, current safety members who were employed by the County in a Safety Retirement Classification and in the 3% at 55 retirement formula after the Effective Date, will contribute a total of eight and six-tenths (8.6%) percent of their compensation earnable toward their employee normal actual contribution, through payroll deductions.

d. Effective on and after the first payroll period commencing on or after July 1, 2015, current safety members who were employed by the County in a Safety Retirement Classification and in the 3% at 55 retirement formula after the

Effective Date, will contribute one hundred (100%) percent of the OCERS-determined employee normal retirement contribution, as it may from time to time exist, through payroll deductions. If and when future OCERS-mandated employee normal contribution increases (or decreases) occur, the individual employee contribution shall be correspondingly changed to continue to reflect 100% payment of the new amount.

Section 8 The Public Employees' Pension Reform Act (PEPRA) and Application to PEPRA Defined "New Members"

The PEPRA shall in its entirety be given full force and effect as it may from time to time be mandated by statute, as described below, during and after the term of this 2012-2016 MOU, regardless of any PEPRA provision(s) not being specifically included herein. Any provision in this MOU which contradicts any mandated provision of the PEPRA shall be deemed null and void, with the contrary mandated PEPRA provision(s) being given full force and effect. Therefore, no mandated provision of the PEPRA shall be deemed to impair any provision of this MOU or any MOU predating the 2012-2016 MOU. PEPRA mandated provisions include, but are not limited to the provisions described below:

Unit members who are "new members" as defined by the PEPRA and/or California Government Code section 7522.04(f), shall be required to pay an OCERS member normal cost contribution in an amount determined pursuant to Government Code Section 31620.5 for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled.

Those new members shall be enrolled in the 2.7% at 57 Benefit Plan, as provided in Government Code section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a).

Section 9 Tax-Deferred Retirement

The County shall continue the tax-deferred retirement plan, known as 414H(2) for the duration of the Memorandum (unless the Internal Revenue Service rules that 414H(2) is no longer applicable).

ARTICLE XXII MANAGEMENT RIGHTS

Any of the rights, powers or authority the County had prior to the signing of this Memorandum of Understanding are retained by the County, except those specifically abridged, delegated or modified by this Memorandum of Understanding provided that such management rights do not restrict employees from filing grievances concerning the application or interpretation of this Memorandum of Understanding nor restrict AOCDS from consulting with management about the possible consequences of management decisions that affect employees in the Unit.

ARTICLE XXIII MODIFICATION AND WAIVER

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, only upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation during the term of the Memorandum of Understanding.

PEACE OFFICER AND SUPERVISING PEACE OFFICER
MEMORANDUM OF UNDERSTANDING

INDEX

A

Absence Without Authorization · 36
Absences Caused by Medical Conditions · 34
Accidental Death and Dismemberment Insurance · 84
Advanced Step Appointment · *See* Pay for New Employees
Air Pollution Alert · 30
Annual Leave Plan Provision · 47
AOCDS Business, Leave for · 35
AOCDS Medical Insurance Trust Fund · *See* Insurance, Health
AOCDS Presidential Leave · 39
Arbitration · *See* Grievance/Appeal Procedure
Assignment Pay
  Dive Team · 11
  Harbor · 13
  Hazardous Devices · 10
  Helicopter Observer · 11
  Helicopter Pilot · 11
  Motorcycle Officer · 12
  Mounted · 13
  Tactical Support Team · 12
  Toxic Investigator · 12
  Training Officer · 11

B

Bereavement Leave · 32
Bilingual Pay · 9
Breaks · *See* Rest Periods

C

Call-Back Pay · 8
Canine Handler Mainenance Pay · 14
Compensation for Employees · 15
Compensatory Time Trust Fund · 35
Continuous Service, Definition of · 1

D

Deferred Compensation · 96
Definitions · 1
Demotion · *See* Reduction

Disability Leave of Absence · *See* also Workers' Compensation Leave
Disability Retirement, Reemployment of Employees on · 27
Disciplinary Action
  Discharge and Right of Appeal · 60
  Pre-disciplinary Hearing ("Skelley" Hearing) · 58
  Reduction in Class or Salary · 59
  Reprimand and Substandard Performance Evaluation · 58
  Suspension · 59
Discrimination · *See* Nondiscrimination
Distribution of Overtime
  Distribution of · 6
Dive Team Assignment Pay · 11
Dsciplinary Action
  Polygraph Examination · 60
Dues, Payroll Deduction of · 93

E

Election Work · 6
Emergency Leave · *See* Permitted Uses of Sick Leave
Emergency, Definition of · 1
Employee
  Definition of · 1
  Information Listing · 93
  Rights · 94
Extra Help Employee, Definition of · 1
Extra Help Position, Definition of · 1

F

Failure of Probation · 23
Failure to Return to Work · *See* Absence Without Authorization
Family Leave · 37
File, Personnel, Contents of · 25
Flexible Spending Accounts
  Dependent Care Reimbursement Account · 98
  Health Care Reimbursement Account · 98
Full-Time Employees, Definition of · 1

G

Grievance/Appeal Procedure
  Basic Rules of · 61
  Employee Representation in · 62
  Scope of · 61
  Steps in · 64
  Submission of Grievances · 62
  Time off for Processing Grievances/Appeals · 63

H

Hazardous Devices Assignment Pay · 10
Health Insurance · *See* Medical Insurance
Helicopter Pilot Assignment Pay · 11
Helicopter Observer Assignment Pay · 11
Holidays
  Eligibility for Holiday Pay · 54
  Holiday Pay · 54
  Holidays Observed · 53

I

Insurance, Health · *See* Medical Insurance
  Accidental Death and Dismemberment · 84
  AOCDS Medical Insurance Trust Fund · 80
  Other Insurance Coverage · 84
  Premium Only Plan · 85
Intradepartmental Transfers · 28

J

Jury Duty Leave · 34

L

Layoff Procedure · 71
  Computation of Layoff Points · 72
  General Provisions · 71
  Notification of Employees · 73
  Order of Layoff · 71
  Reemployment Lists · 74
  Status on Reemployment · 76
  Voluntary Reduction from Classes Designated as Vulnerable to Layoff · 74
  Voluntary Reduction in Lieu of Layoff · 73
Leaves, Authorized · 32
  Annual Leave · 47
  AOCDS Business · 35
  AOCDS Leave · 40
  Bereavement Leave · 32
  Catastrophic Leave · 41
  Departmental Leave · 32
  Family Leave · 37
  General Provisions · 33
  Jury Duty · 34
  Nonoccupational Disability · 34
  Official · 32
  Parenthood · 37

Personal Emergency · 30
Pregnancy · *See* Leave of Absence, Nonoccupational Disability; and Parenthood
Presidential Leave, AOCDS · 39
Witness Leave Not Related to Employment · 34
Worker' Compensation · 38
Limited Term Employees
Definition of · 2
Status of · 26
Limited Term Position, Definition of · 2

M

Management Rights · 102
Medical Conditions, Absences Caused by · 34
Medical Insurance · 79
AOCDS Medical Insurance Trust Fund · 80
Merit Increase Within Range · 16
Mileage Reimbursement · 56
Modification and Wavier · 103
Motorcycle Officer Assignment Pay · 12
Mounted Assignment Pay · 13

N

New Employees, Pay for · 15
New Probation · 22
Night Shift Differential · 8
Nondiscrimination · 95

O

Official Leave of Absence · 32
On-Call Pay · 8
On-the-Job Injuries · 78
Overtime · 6
Notification of Employees of Work Required beyond Normal Schedule · 6
Payment for · 7

P

P.O.S.T. · 10
Part-Time Employee, Definition of · 2
Pay · 15
Bilingual · 9
Call Back · 8
Dive Team · 11
For New Employees · 15
Harbor · 13

Hazardous Devices · 13
Helicopter Observer · 11
Helicopter Pilot · 11
Holiday · 53
Motorcycle Officer · 12
Mounted · 13
Night Shift Differential · 8
On-Call · 8
Overtime · 7
P.O.S.T. · 10
Practices · 15
Tactical Support Team · 12
Toxic Investigator · 12
Training Officer · 11
Payroll Deduction · 93
Performance Evaluation · 25
Performance Evaluation, Reprimand and Substandard · 58
Personal Emergency
Absence for · 30
Definition of · 2
Personal Property Reimbursement · 56
Personnel File, Contents of · 25
Polygraph Examination · 60
Pregnancy · *See* Leave of Absence, Nonoccupational, Disability; and Parenthood
Premium Only Plan · 85
Premium Pay · 8
Presidential Leave, AOCDS · 39
Probation
Extension of · 24
Failure of · 23
General Provisions · 22
New · 22
Promotional · 22
Probationary Employee, Definition of · 2
Promotion
Definition of · 2
Salary on · 18
Temporary · 26
Property Reimbursement · 56

R

Reclassification, Salary on · 20
Recruiting Step, Definition of · 2
Reduction in Class
Appeal of · 59
Salary on · 18
Voluntary, from Classes Designated as Vulnerable to Layoff · 74
Voluntary, in Lieu of Layoff · 73

Reduction in Class, Definition of · 2
Reduction in Salary
  Appeal of · 59
  Definition of · 2
Reemployment
  Lists · 74
  Of Employees on Disability Retirement · 27
  of Employees on Layoff · 74
  Of Regular Employees · 27
  Salary on · 20
Regular Employee
  Reemployment of · 27
Regular Employee, Definition of · 2
Reimbursement Programs
  Law Enforcement Transportation Supplement · 56
  Mileage · 56
  Personal Property · 56
Reprimand · 58
Rest Periods · 6
Resulting in Overtime · 4
Retiree Medical Grant · 85
Retiree Medical Plan · 85
Retirement · 99
  Tax-Deferred Retirement Plan · 101
Review of Work Extension Exception · 4

S

Safety
  Complaints · 91
  General Provisions · 91
  Inspection · 91
  Violations, Abatement of · 91
Salary Allocation, Changes in · 21
Salary on
  Promotion · 18
  Reclassification · 20
  Reduction in Class · 18
  Reemployment · 20
Scheduled Hours of Work · *See* Work Period
Schedules
  Biannual or Monthly Shift Trades · 5
  Notice of Shift Changes · 5
  Shift Trades · 5
See pre-disciplinary Actiongs ·
Selection Procedures, Time Off for · 27
Seniority, Definition of · 3
Separability · 97
Shift Premium · *See* Night Shift Differential

Sick Leave · 29
Accumulation of Sick Leave · 29
General Provisions · 30
Permitted Uses · 29
Prohibited Uses · 30
Unused, Payment of · 31
Strike · 70
Substandard Performance Evaluation · 58
Suspension · 59

T

Tactical Support Team Assignment Pay · 12
Tax Deferred Retirement Plan · 101
Temporary Promotion · 26
Time Off for Selection Procedures · 27
Toxic Investigator Assignment Pay · 12
Trading of Work Schedules · 5
Training Officer Assignment Pay · 11
Transfers, Intradepartmental · 28
Transportation Supplement · 56
Trust Fund
Medical Insurance · 80
Other Insurance Coverage · 84

U

Uniforms · 92

V

Vacation
Accumulation of · 43
General Provisions · 44
Payoff · 51
Scheduling of · 44
Verification of Illness · 42
Voluntary Reduction from Classes Designated as Vulnerable to Layoff · 74
Voluntary Reduction in Lieu of Layoff · 73

W

Wavier, Modification and · 103
Witness Leave · 34
Work Period · 4
Work Periods for Purposes of FLSA Overtime · 4
Work Periods for purposes of MOU Overtime · 4
Workers' Compensation

Leave of Absence · 38
On-The-Job Injuries · 78

Y

Y-Rate
Definition of · 3
Salary on Reclassification · 20
Salary on Reduction · 18
Schedule · 19

MEMORANDUM OF UNDERSTANDING
2012 – 2016
COUNTY OF ORANGE
ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS FOR THE PEACE OFFICER UNIT AND SUPERVISING PEACE OFFICER UNIT
MEMORANDUM OF UNDERSTANDING

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS	COUNTY OF ORANGE
Tom Dominguez AOCDS President	Michael B. Giancola County Executive Officer
Roger Hilton 1st Vice-President	Steve Danley Chief Human Resources Officer Chief Negotiator
Juan Viramontes 2nd Vice-President	UNAVAILABLE Richard Kreisler Liebert Cassidy Whitmore Lead Negotiator
Ed Yee Secretary	Terri Bruner Human Resource Services
Ray Went Treasurer	John Willard Human Resource Services
Scott Baker Sergeant at Arms	Barbara Gondo Human Resource Services

Mark Nichols
Executive Director

Steve Kea
Assistant Sheriff

Paul Bartlett
Assistant Director

Sheryl Dubsky
Captain

Anthony Sosnowski
Negotiator

Mike Miller
Lieutenant

Myrna Caballero
Negotiator

Carol Mona
District Attorney's Office

Steve Torres
Negotiator

Jeff Weaver
Negotiator

Joe Allemand
Negotiator

Doug Olins
General Counsel

Kimberly Edds
Public Relations/Communications
Director

Bill McGovern
Negotiator

Heather Schaub
Medical Benefits Coordinator

Denis Ernandes
Insurance Broker

12 · 3 · 2014
Date

1 · 9 · 2015
Date

APPENDIX A

Classes included in the Peace Officer Unit as of October 9, 2009.

6128	Deputy Sheriff I
6130	Deputy Sheriff II
6124	Deputy Sheriff Trainee
6508	Investigator
6505	Investigator I
6504	District Attorney Investigator
6545	Investigator-Polygraph Operator

Classes included in the Supervising Peace Officer Unit as of October 9, 2009.

6528	Supervising Attorney's Investigator
6135	Sergeant

APPENDIX B

June 30, 2008
AOCDS AND COUNTY OF ORANGE
Catastrophic Leave Program

1. Effective the first pay period of Fiscal Year 2008-2009 (July 4, 2008), a bona fide Catastrophic Leave program will be established for serious medical conditions and major disasters defined by Federal law;

2. To qualify under the bona fide Catastrophic Leave program for a serious medical condition, employees will be required to sign a form stating that they or their eligible family member(s) have a qualifying serious medical condition which will require them to be on unpaid leave for at least 14 calendar days;

    a. A serious medical condition will be defined by the Family Medical Leave Act;
    b. Eligible family member(s) will be defined by the AOCDS and County of Orange MOU Bereavement Leave provisions;

3. The County shall administer any catastrophic leave requests pertaining to a major disaster defined by Federal law with the creation and administration of a County leave pool;

4. A non-bona fide catastrophic leave program will remain in effect for individuals to donate hours for "other serious circumstances". It is understood that the donor would be taxed for any contributions under these circumstances.

    a. Employees will be required to be on an unpaid leave for at least 14 calendar days and to disclose the reason for catastrophic leave under "other serious circumstances";

5. Applicable to the bona fide and non-bona fide leave plans, the minimum amount of time that can be donated is two (2) hours and the maximum amount of time that can be donated will be increased from the current eight (8) hours to twenty-four (24) hours; employees may donate any combination of annual leave, comp time or vacation time up to the maximum of 24 hours; sick leave may not be donated.

6. Applicable to the bona fide and non-bona fide leave plans, donated hours will generally be processed on a "first-come, first-used" basis;

7. Applicable to the bona fide and non-bona fide leave plans, hours donated will be processed in 80 hour increments for the duration of the employee's Catastrophic Leave; once the Catastrophic Leave period ends, any remaining hours donated will not be processed and will be returned to the donor; donated hours will be added to annual leave or vacation, whichever is applicable.

8. Applicable to the bona fide and non-bona fide leave plans, hours donated will be transferred on a straight hour to hour basis. The current conversion formula will be eliminated;

9. Applicable to the bona fide and non-bona fide leave plans, all County agencies and departments shall be required to distribute all Catastrophic Leave requests on a (county-wide basis);

10. If it is determined that an employee who has received pay under the Catastrophic Leave Program has been off of work as a result of a job-incurred injury (Worker's Compensation) and that employee is eligible for, and receives, compensation pursuant to Labor Code 4850 to cover the period of time that he or she is unable to work, any payments made pursuant to the Catastrophic Leave Program and any remaining hours donated on behalf of that employee shall be returned by the County to the donors; donated hours will be added to annual leave or vacation, whichever is applicable.

11. Any donated hours which have been processed for eligible employees prior to July 4, 2008 will remain on the employee's books under the terms of the former Catastrophic Leave Program.

AOCDS

7/2/08
Wayne Quint, Assoc. President

7/1/2008
Mark Nichols, General Manager

County of Orange

Carl Crown, Human Resources Director

Shelley Carlucci, Assistant Human Resources Director

Abigel Hernandez, Administrative Manager, Human Resources

Kim Peters, Administrative Manager, Auditor-Controller, Claims and Disbursing

Caryl Aguilar, Sheriff Professional Standards Division

August 6, 2008