

## PART 4 - EXECUTIVE MANAGEMENT

### ARTICLE XXIV TERMS AND CONDITIONS OF EMPLOYMENT FOR MEMBERS OF THE BOARD OF SUPERVISORS, EXECUTIVE MANAGEMENT EMPLOYEES, EXECUTIVE AIDES AND EXECUTIVE ASSISTANTS TO MEMBERS OF THE BOARD OF SUPERVISORS AND ELECTED OFFICIALS

#### Section 1. General Provisions

Except as otherwise provided in this Article or by State law or action of the Board of Supervisors and except where the natural construction of a provision indicates otherwise, the wages, hours and terms and conditions of employment for members of the Board of Supervisors, Executive Management employees, Executive Aides and Executive Assistants to members of the Board of Supervisors and elected officials shall be the same as adopted for employees in the Administrative Management Representation Unit. However, any provision requiring Agency/Department Head approval for Administrative Management employees shall be interpreted to require Board of Supervisors' approval in the case of nonelected Agency/Department Heads.

#### Section 2. Employees of the Board of Supervisors - General Provisions

- A. Employees in the classes of Executive Aide I, Executive Aide II, Executive Assistant shall be appointed and serve at the pleasure of the individual supervisors holding the offices to which such employees are assigned. They may be terminated at any time by the Supervisor holding that office and in such an event, shall have no right to any appeal or grievance procedure under any rule or regulation of the County.
- B. Each member of the Board of Supervisors shall determine the number of assistants for his or her office and the class and step or rate at which they will be employed, except that the salary for any individual Aide or Assistant shall not exceed the maximum rate of the applicable range. The classes to which they are assigned shall be one (1) of the following:

Executive Aide I  
Executive Aide II  
Executive Assistant

The qualifications, testing and methods of selection of the above described employees shall be determined by and at the discretion of the Supervisor appointing them. Each Supervisor shall promptly notify the Human Resources Department in writing of the name and compensation for each person appointed by him or her hereunder. The Supervisor shall notify the Human Resources Department of any change in the status of such persons as will affect their rate of compensation.

C. Salaries of Executive Aides and Executive Assistants

Salaries of the employees in the classes of Executive Aide I, Executive Aide II and Executive Assistant may be increased or decreased at any time at the discretion of the appointing Supervisor. The Board may, at any time, establish new salary ranges for such classes.

Section 3. Employees of Elected Agency/Department Heads

Employees in the class of Executive Assistant shall be appointed by and serve exclusively at the pleasure of the elected Agency/Department Head holding the office to which such employee is appointed. Employees in this class may be terminated at any time by the elected Agency/Department Head holding the office to which they were appointed without right of appeal under any rule or regulation of the County. Appointments ended under this provision are specifically excluded from the disciplinary grievance and appeals procedure.

The number of positions authorized in the class of Executive Assistant for elected Agency/Department Heads shall be established by the Board of Supervisors.

Each elected Agency/Department Head shall recommend for approval, by the County Executive Officer, the salary-range step or rate at which an employee will be compensated, except that the salary for any Executive Assistant shall not exceed the maximum rate of the range established by the Board of Supervisors for the class. The determination of the qualifications required and the testing and methods of selection used to appoint employees under this provision are at the discretion of the elected official holding the office to which the employees are appointed.

Section 4. Non-Elected Agency/Department Heads (Executive Management - Group II)

- A. To the extent permitted by law, Agency/Department Heads appointed after July 4, 1986 shall serve at the pleasure of the County Executive Officer, (i.e. At Will). Prior to such an appointment, the Human Resources Director shall obtain written acknowledgement from the prospective appointee acknowledging his or her At Will status. Agency/Department Heads who have voluntarily entered into At Will agreements prior to July 4, 1986 shall continue to serve as At Will employees. Such employees may be released from service at any time, without notice, cause, or rights of appeal, by the County Executive Officer. Non-elected Agency/Department Heads appointed after July 4, 1986 will be required to sign At Will agreements as a condition of employment.
- B. The provisions of Section A. above shall not apply to:
1. The County Counsel and the Agricultural Commissioner whose tenures are governed by statute.

2. The Public Defender who may be discharged, suspended or reduced for reasonable cause and only by a 3/5 vote of the Board of Supervisors.
  3. The Retirement Administrator who shall serve at the pleasure of the Retirement Board pursuant to Government Code 31522.2.
- C. To the extent permitted by law, the County Executive Officer may include a severance package, including pay and or health benefits in an At Will agreement entered into on or after November 9, 1999 for all Group II Executive Management employees as deemed necessary to recruit and retain qualified personnel. The severance package shall not exceed 90 calendar days from the date of termination of employment by the County. This severance provision shall not apply to any termination for cause implemented in accordance with the provisions of Article XIV and XV.

Section 5. Senior Management Officials (Executive Management - Group III)

- A. All Executive Management employees, other than Agency/Department Heads, shall serve at the pleasure of the Agency/Department Head (i.e. At Will). Prior to and as a condition of such appointment, the Human Resources Director shall obtain a written agreement from the prospective appointee acknowledging his or her At Will status.
- B. Except as provided for in C. and D. of this Section, upon removal, Group III Executive Management employees may be released from County service at any time, without notice, cause or rights of appeal or right to reduce to a lower level position, by the Agency Department Head.

Effective on or after November 9, 1999 the County Executive Officer may include a severance package, including pay and or health benefits in an At Will Agreement for Executive Management employees serving At Will as deemed necessary to recruit and retain qualified personnel. The severance package shall not exceed 90 calendar days from the date of termination of employment by the County. This severance provision shall not apply to any termination for cause implemented in accordance with the provisions of Article XIV and XV.

- C. Group III Executive Management employees in the Social Services Agency who do not share overall responsibility for all major agency/department functions and who serve At Will may be removed from their position at any time without notice, cause or rights of appeal. Upon removal, such employees have the right to return to a non-executive management position in which they passed probation prior to becoming At Will employees. Employees entering such positions from outside County service shall have no rights to a lower level position.

- D. Group III Executive Management employees in agencies/departments other than Social Services who do not share overall responsibility for all major agency/department functions and who serve At Will pursuant to agreements signed prior to November 9, 1999 may be removed from their position at any time without notice, cause, or rights of appeal. Upon removal, such employees have the right to return to a non-executive management position in a lower class or its equivalent in which they passed probation prior to becoming At Will employees. Employees entering such positions from outside the County service shall have no rights to a lower level position.

This provision shall not preclude an Executive Management employee from entering into a new At Will agreement pursuant to this Section.

Section 6. Life Insurance

Executive Management employees shall receive life and accidental death and dismemberment insurance in the amount of \$125,000, regardless of age, with the option to purchase additional coverage including dependent coverage.

Section 7. Sick Leave - Elected County Officers

Upon death or paid retirement of an elected County officer who was a County employee immediately preceding his or her term of office, the officer or his or her estate shall be entitled to be paid for a portion of the unused Sick Leave accumulated during that time the County official was a County employee, on the same basis as provided for County Administrative Management employees at the time of said death or retirement; provided, however, that the percent of unused Sick Leave paid for shall be based upon the years of service the officer was a regular County employee and at a rate determined by his or her final salary as a County employee. If the official elects to take deferred retirement, he or she shall not be eligible for the benefits set forth by this Section.

Section 8. Optional Benefit Plan

All provisions which apply to Administrative Management shall also apply to Executive Management, except that the amount of the Optional Benefit Plan will be four thousand five hundred (4,500) dollars per plan year for Executive Management at the beginning of each calendar year.

Section 9. Health Plan Premiums

All provisions which apply to Administrative Management shall also apply to Executive Management.

Section 10. Salary Adjustments

- A. Except as otherwise provided by law, the County Executive Officer is authorized to increase or decrease the salaries of Group II and Group III

Executive Managers based on consideration of such factors as position responsibilities, performance, external market data and internal salary relationships. Salaries shall not be greater than the maximum or less than the minimum of the assigned salary range.

- B. Effective May 2, 2014, salaries of Group II and Group III Executive Managers will receive a one-time, off schedule lump sum payment equivalent to 1.25% of their salaries. In addition, Group II and Group III Executive Managers will receive a 1.25% base building salary increase effective May 16, 2014.

Section 11. County 401(a) Plan

- A. Beginning calendar year 1999, the County shall contribute an amount equal to 3% of biweekly salary to the County 401(a) Plan on behalf of each Executive Management Group II and III employee, up to an amount not to exceed the maximum annual contribution allowed by law.
- B. Beginning calendar year 1999, the County shall contribute an amount equal to 6% of biweekly salary to the County 401(a) Plan on behalf of Executive Management Group I employees, Board Members, County Executive Officer and Executive Director of the Local Redevelopment Authority, and the Director of Internal Audit up to an amount not to exceed the maximum annual contribution allowed by law.
- C. The Human Resources Director or his/her designee shall administer the plan in accordance with the stated purpose. Each employee to be eligible for this plan will be notified of his/her investment options under the plan. The eligible employee will be able to make investment changes to his/her plan through the 401(a) provider. The Assistant CEO, Human Resources or his/her designee shall setup each eligible employee in the County's system in accordance with plan provisions so that a specified percentage of his/her biweekly salary is transferred by the Auditor-Controller directly to the Plan provider on his/her behalf.
- D. Eligibility - Each employee as specified in the classifications listed in (A) and (B) above are eligible for this benefit. Eligible employees will be eligible for the 401(a) benefit upon his/her hire, appointment or promotion date. County contributions to the plan will be based on an 80 hour pay period and dollars paid.
- E. If an eligible employee subsequently transfers to an ineligible job classification, he/she will receive the County contribution through the last day of the pay period in which he/she remained eligible. The employee must leave his/her assets in the County 401(a) Plan until either death, total & permanent disability, retirement or separation from the County of Orange.

- F. The County 401(a) Plan may also serve as a qualified retirement plan for Board Members and Executive Management Group I employees provided that at the beginning of his/her term the elected official irrevocably elects to participate in the 401(a) Plan in lieu of joining the Orange County Employees Retirement System (OCERS). For this purpose, the 401(a) Plan is a defined contribution plan with a minimum employer contribution of 7.5%. The additional 1.5% of salary contribution into the plan is added onto the 6% as mentioned above in (B) for a total County contribution of 7.5%.

Section 12. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

- A. Effective upon implementation of this amendment, Executive Management employees, Executive Aides and Executive Assistants will no longer accrue annual leave. Instead, Executive Management employees, Executive Aides and Executive Assistants will accrue sick leave in accordance with the new section 12 below and vacation time in accordance with the new section 13 below.
- B. Annual leave that has been accumulated prior to the Board's adoption of the PSR amendment may be retained, provided however, that an employee who needs to use sick leave or take vacation must first use accrued annual leave to its depletion prior to using sick leave or vacation.
- C. During the 90 day period beginning 30 days after the adoption of this amendment, employees will have a one-time opportunity to convert annual leave that has been accumulated prior to the implementation of this MOU to sick leave, provided the conversion does not result in the employee exceeding the 1500 hours cap for sick leave.
- D. Use of annual leave accumulated prior to the implementation of this amendment for Illness or Injury shall be governed by the same provisions governing the permitted uses, prohibited uses and general provisions applicable to Sick Leave under Section 13, subdivisions A., B., and C.
- E. Use of annual leave accumulated prior to the implementation of this amendment for vacation shall be governed by the same general provisions applicable to Vacation under Section 14 below.
- F. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to eighty-five (85) hours each or one (1) increment of one hundred and seventy (170) hours.
- G. Notwithstanding subsection F above, and except as provided in Section 14.B.11 below, an employee may not cash out Annual Leave during the same fiscal year that Vacation Leave is cashed out.

- H. An employee separating from County service shall be paid in a lump sum payment for 100% of all unused annual leave and vacation balances.

Section 13. Sick Leave

A. Accumulation of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of Sick Leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately nine [9] days per year).
2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of Sick Leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately twelve [12] days per year).
3. Sick Leave earned shall be added to the employee's Sick Leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
4. Employees may only accumulate up to a maximum of 1500 hours of sick leave.

B. Permitted Uses of Sick Leave

Sick Leave may be applied to:

1. An absence necessitated by employee's personal illness, injury or disability due to pregnancy or childbirth.
2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the Agency/Department.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this

Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent or legal guardian. If the absence qualifies as Family Leave under applicable federal or state law, the absence shall be governed by this section or applicable law, whichever provides the greater benefit to the employee.

5. Absence from duty because the employee's presence is needed to attend to the illness of the employee's child, spouse, parent or domestic partner, to the extent required by Labor Code section 233.
6. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to 24 hours or three (3) working days (whichever is longer) per year. For purposes of this Section "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

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

7. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the following conditions:
  - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
  - b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to Sick Leave.



- c. The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. Upon the employee's return to work, the employee must furnish the department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
- 8. Absence from duty because of personal business not to exceed thirty (30) working hours during the payroll year.
  - 9. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

C. Prohibited Uses of Sick Leave

Sick Leave shall not be applied to:

- 1. Absence caused by illness or injury to a member of the employee's family except as provided in B.4., B.5 or B.6., above.
- 2. Absences which occur on a County holiday.

D. General Provisions

- 1. In any use of Sick Leave, an employee's account shall be charged to the nearest quarter hour.
- 2. Except as limited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement, or when the employee has been under the care of a physician.
- 3. When a person is reemployed in a regular or limited term position, the Chief Human Resources Officer may, upon the request of the Agency/Department, apply the period of previous County continuous service for the purpose of determining sick leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separations, previously accrued and unused paid sick days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring to the extent required by law.

Section 14. Vacation

A. Accumulation of Vacation

1. During the first three (3) years of employment, an employee in a full-time regular or limited-term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] weeks per year), or a pro-rated amount for part-time employees.
2. Commencing with the pay period following that in which the employee completed three (3) years of continuous full-time or part-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), or a pro-rated amount for part-time employees.
3. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time or part-time County service, an employee in a regular or limited-term position shall earn .0962 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately five [5] weeks per year), or a pro-rated amount for part-time employees.
4. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee with less than ten (10) years of full-time continuous service shall be three hundred sixty (360) hours or a prorated amount equal to nine (9) weeks of vacation for part-time employees. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee with ten (10) or more years of full-time continuous service shall be five hundred eighty (580) hours and a prorated amount equal to fifteen (15) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

B. General Provisions

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
2. An Official Leave of Absence shall cause the aforementioned ten (10) years of full-time County service to be postponed a number of calendar days equal to the Official Leave.
3. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

4. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
5. Vacation shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
6. No scheduled vacation will be cancelled except in cases of emergency.
7. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Section 13.B.7.
8. 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 an Election Board Officer or Election Night Help.
9. 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.
10. During each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to eighty-five (85) hours each or one (1) increment of one hundred and seventy (170) hours. However, an employee may not cash-out vacation time until his/her annual leave balance has been eliminated.
11. Except as set forth below, during each fiscal year an employee may request to cash out accrued vacation either in two separate increments of up to eighty-five (85) hours each or one (1) increment of one hundred and seventy (170) hours.
  - a. Except as set forth in subsection b below, an employee may not cash-out vacation time if he/she has at the time of the request a balance of accrued unused annual leave.
  - b. An employee with an annual leave balance may cash-out vacation time under the following limited circumstances:
    - i.(a). The employee's accrued vacation bank is such that s/he will reach the applicable cap (as set forth in Section 14 A.5. above) sometime during the fiscal year unless the employee is able to cash-out vacation time.
    - (b). (If subsection "i.(a)." is satisfied) the employee may cash-out vacation time or a combination of annual leave and vacation

time twice during the fiscal year up to an aggregate of 170 hours.

- ii. Notwithstanding subsection i.(a)., above, an employee with less than 170 hours of accrued annual leave, may cash-out their remaining annual leave balance and accrued vacation time necessary to reach the combined annual cash-out cap of 170 hours, irrespective of an employee reaching their maximum vacation accrual cap during the same fiscal year.