MEMORANDUM
OF
UNDERSTANDING

ADMINISTRATIVE MANAGEMENT UNIT

2026-2027

COUNTY OF ORANGE
AND
THE ORANGE COUNTY MANAGERS ASSOCIATION

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FOR THE

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This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the Orange County Managers Association as the Exclusively Recognized Employee Organization for the Administrative Management Unit for the period beginning June 26, 2026 through August 31, 2027.

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PREAMBLE

Recognition

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

DEFINITIONS

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

ASSOCIATION shall mean the Orange County Managers Association.

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

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

CLASSIFICATION MAINTENANCE REVIEW shall mean any study in which the class concept, minimum qualifications or salary relationship is at issue.

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

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DEPARTMENT HEAD shall mean the person who is the principal officer or employee of a department or district for the discharge of duties provided by law or particular delegated functions.

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

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

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

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

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

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

OFFICIAL PERSONNEL FILE shall mean the department and/or Human Resources file of personnel records maintained on each employee.

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

PRACTICABLE means economically or operationally feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean a person 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 a non-management class to a management class or from one management class to another management class where the maximum rate of the new salary range is higher than the maximum rate of the salary range for the former class.

PROVISIONAL APPOINTMENT shall mean an appointment of a qualified person, who is not a regular, probationary, or limited-term employee of the County, to a regular or limited-term position on a temporary basis.

PROVISIONAL EMPLOYEE shall mean an employee who occupies a regular or limited-term position as the result of a provisional appointment.

REASSIGNMENT shall mean the movement of a regular, limited-term, or probationary employee from one position or assignment in a management class to another position or assignment in the same management classification title or management pay grade.

RECRUITING RATE shall be the minimum advertised rate of the salary range allocated to a class unless otherwise authorized by the Department Head.

REDUCTION shall mean the movement of a regular, limited-term, or probationary employee from one management class to another class with a lower salary range.

REGULAR EMPLOYEE shall mean a person 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.

SPECIAL ASSIGNMENT (PERMANENT) shall mean an assignment, included on the "Special Assignment List," deemed critical to the Department's operations, and designated and approved by the CEO as having extremely demanding duties requiring extraordinary effort for satisfactory performance or an unusual degree of responsibility. Permanent special assignments are expected to last beyond one (1) year.

SPECIAL ASSIGNMENT (TEMPORARY) shall mean a temporary assignment or project critical to the Department's operations and designated and approved by the CEO as having extremely demanding duties requiring extraordinary effort for satisfactory performance or an unusual degree of responsibility. Temporary projects or assignments may not exceed six (6) months. Requests beyond six (6) months require CEO approval and subsequent CEO approval every six (6) months thereafter.

Y_RATE shall mean a pay rate that exceeds the maximum advertised rate for a class.

ARTICLE I WORK PERIOD AND PAY PRACTICES

Section 1. Work Period

A. Work Periods/Work Week

1. Work Period for Unit Members Other than Probation Managers - The official work period for County employees in this unit shall be seven days (168 regular recurring hours) which start on a Friday (12:00:01am) and end on the Thursday (12:00 midnight) thereafter, except for employees working a 9/80 work schedule for whom the beginning and end of the work period shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different work period may be designated.

2. Work Period for Probation Managers – The official work period shall be 28 days and shall begin at 12:00:01am on each Friday and end at 12 midnight four weeks later.

3. Work Week - Administrative Management employees are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The Department Head shall regulate said work periods based on the needs of the County with due regard to maintaining reasonable and equitable work periods for all employees.

B. If any Administrative Management employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances, the Department Head may request the County Executive Officer to authorize additional compensation for such an employee or group of employees whom the Department Head determines should receive additional compensation. The rate of such compensation shall be equal to one-eightieth (1/80) of the employee's regular biweekly pay rate for the hours in excess of eighty (80) hours in a pay period.

C. Employees shall receive compensation at a biweekly rate within the range assigned to the class in which they are employed for each full pay period worked as determined by Article I, Section 1.A.

D. Notwithstanding any other provisions contained herein, Administrative Management employees declared by the Chief Human Resources Officer to be exempt from the Fair Labor Standards Act shall not be docked salary for partial day absences as long as that exempt status continues to apply and as long as the Fair Labor Standards Act is applicable to the County.

Section 2. General Salary Provisions

A. The administrative management salary structure is based on classification placement on a salary schedule. The structure includes an “advertised minimum” salary rate, advertised midpoint, “advertised maximum” salary rate (the control point), and an additional compensation portion reserved only for exceptional performance.

B. Manager’s salaries may reach the top of the administrative management salary range through annual increases provided to eligible management employees in accordance with Section 4 below.

C. The exceptional performance component of the Administrative Management salary ranges shall not be used for the purposes of recruiting, market adjustments or other non-performance related reasons. In limited circumstances and upon recommendation of the Department Head, the County Executive Officer may authorize salary placement in the “Reserved for Exceptional Performance” portion of a salary range for any of the reason described in Section 3 through 6 below, when there is a direct and measurable benefit to the County from such salary placement. Placement into the exceptional area will require pre-approval from the Chief Human Resources Officer, the Deputy CEO (for non-elected departments heads), and the County Executive Officer. Due to the implementation of the new classification and pay range structure, the continued need for the above language regarding salary placement in the “Reserved for Exceptional Performance” portion of a salary range shall be discussed at the end of the 2023-2026 contract term.

D. Salary adjustment or placement within the “Reserved for Exceptional Performance” component of the salary range due to salary compaction with the highest paid subordinate shall not be based on salaries which exceed the advertised maximum of a salary range.

E. See Article XX (Compensation) for other provisions relating to managers’ compensation.

Section 3. Pay for New Employees

A. The salary for new employees or newly promoted employees shall normally be at the minimum of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Section 3.B. below.

B. A Hiring Manager may authorize that a particular position be filled at any rate within the salary range, up to the advertised midpoint of the range. In determining the salary offer, the Hiring Manager shall consider the following:

1. The market demands a greater salary offer;

2. The candidate’s previous education, training, experience, and employment references enable the candidate to make an immediate greater contribution to the County;

3. The offer does not negatively impact the Department's budget or internal salary relationships within the Department or Countywide.

C. Salary placement above the advertised midpoint of the range requires Department Head approval. The Department Head shall consider the factors provided in Section 3.B above when authorizing such placement.

Section 4. Merit Increase Within Range

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

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

C. Persons employed in the unit on or before October 5, 2023, shall be eligible for a merit increase effective June 28, 2024. A new, reemployed or permanently promoted employee in a regular or limited-term position, hired or promoted on or after October 6, 2023, shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of fifty-two (52) weeks of service within that class.

D. When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the next first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the next first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

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

F. Effective June 28, 2024, employees shall be eligible for merit increases at the time of their evaluation. Merit increases of up to 9% within the salary range may be granted based upon the employee's performance and in accordance with the following rating criteria:

1. A performance rating of "Meets Performance Objectives" may earn a 3% increase not to exceed the advertised maximum. Reviewer approval required.
2. A performance rating of "Exceeds Performance Objectives" may earn a 6% increase not to exceed the advertised maximum. Department Head approval required.
3. A performance rating of "Exceptional Performance" may earn an 9% increase not to exceed the maximum of the range. Department Head approval required.

G. Advancement and movement within the "Exceptional Performance" component of the Administrative Management salary ranges may only be achieved by a merit rating of "Exceptional."

H. 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.

I. 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 5. <u>Salary on Promotion</u>

A. Except as modified by Section 5.B. below, a regular, limited-term, or probationary employee who is promoted to a position in a management class, shall generally begin at the minimum advertised rate on the salary range for that class. However, employees shall not receive a decrease in salary on promotion to a management class. A new merit increase eligibility date shall be established which shall be the first day of the pay period following the completion of the first fifty-two (52) weeks of service in the new class except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review.

B. A Department Head may authorize that a particular position being filled by a promotion, as described in Section 5 (A) above, to be paid at any salary level up to the top of the maximum advertised rate of the salary range for the position. The Department Head shall take into consideration, when making the salary offer, the same factors as outlined in Section 3.B. above. Salary increases of 15% or greater

require pre-approval from the Chief Human Resources Officer, the Deputy CEO (for non-elected departments heads), and the CEO.

Section 6. Salary on Reassignment

A. When a regular, limited-term, or probationary employee is reassigned from one assignment to another comparable assignment within the same management class or to another management class with the same pay grade, the employee's salary shall not change. Such employee shall have the same probation status.

B. Temporary or permanent movement from one assignment to another within the same management class or another management class with the same pay grade shall include salary movement when the incumbent's new, full-time temporary or permanent assignment changes as follows:

1. Incumbent assumes full supervisory responsibility of management or supervision of high-level non-management staff. As determined by the Department Head, the amount of salary movement is that which maintains at least a 5.5% to 7.5% differential between the highest paid subordinate and supervisor not to exceed the maximum advertised rate of the salary range. Salary increases of 15% or greater require pre-approval from the Chief Human Resources Officer, the Deputy CEO (for non-elected department heads), and the CEO. Performance awards, including lump sum payments, may not be considered as a factor in equity or reassignment adjustments.

C. A Manager may only be granted one (1) salary increase (as outlined in Section 6.B. above) within a twelve (12) month period while serving in the same job assignment. However, a second salary increase may be granted within the twelve (12) month period if the additional assignment and pay are approved in writing by the applicable Department Head, the Chief Human Resources Officer, and the CEO.

D. When an employee whose salary was adjusted as a result of temporary or permanent movement from one assignment to another assignment as outlined in Section 6.B. above and the assignment ends or the employee does not perform satisfactorily in the new assignment, the incumbent's salary shall return to that which he/she would have achieved in his/her prior assignment.

Section 7. Salary on Reduction

A. Disciplinary Reductions

When a regular, limited-term, or promotional probationary employee is reduced for disciplinary reasons, the employee's salary shall return to that which he/she would have achieved in his/her prior assignment.

B. Non-disciplinary Reductions

1. Except as provided in Section 7.C., below, when a regular or limited-term employee is reduced for physical disability or other non-disciplinary reasons, the employee shall receive the highest salary in the new pay range that does not exceed the employee's rate of pay immediately prior to the reduction and shall retain his or her merit increase eligibility date. When a promotional probationary employee is reduced for physical disability or other non-disciplinary reasons, the employee shall have the salary status 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.

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

   a. If the salary of the employee is the same or less than the maximum advertised rate on the new salary range, the salary and merit increase eligibility date of the employee shall not change.

   b. If the salary of the employee is greater than the maximum advertised rate on the new salary range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum advertised rate on the new salary 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 advertised rate on the new salary range, the salary or rate of the employee shall be reduced to the maximum advertised rate on the salary range for the new class. The duration of the Y-Rate shall begin on the effective date of the reclassification of the position.

Y-RATE SCHEDULE

Years of Full Time Continuous Service	Duration of Y-Rate
Less than 5 years	Two years from the date of reclassification
5 years but less than 10 years	Three years from the date of reclassification
10 years but less than 15 years	Four years from the date of reclassification

15 years but less than 20 years	Five years from the date of reclassification
20 years but less than 25 years	Six years from the date of reclassification
25 years or more	Seven years from the date of reclassification

C. When an employee on a Y-Rate takes a voluntary reduction, his or her Y-Rate shall be reduced by the amount of the difference between the maximum advertised salary on the salary range of the class from which the employee is being reduced and the maximum advertised salary on the salary range of the new class.

Section 8. Salary on Reclassification

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

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be set as in Article I, Section 6., above, Salary on Reassignment.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article I, Section 5., above, Salary on Promotion, or at the discretion of the Chief Human Resources Officer, the salary of the employee shall not be changed.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article I, Section 7., above, Salary on Reduction.

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 the rate and range the person occupied at the time of separation unless appointment is at an advanced rate pursuant to Article I, Section 3.B.

B. Retirees

1. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year under the guidelines and compensation terms set forth in the Working Retiree Reemployment Policy, as adopted by the Board of Supervisors.

2. A former County employee on paid County retirement who retired under an early retirement incentive plan may be employed for not more than seven hundred twenty (720) hours in any one (1) fiscal year under the guidelines and compensation terms set forth in the Working Retiree Reemployment Policy, as adopted by the Board of Supervisors.

Section 10. Change in Salary Allocation

If a class is allocated to a higher salary range following a Classification Maintenance Review, employees shall receive an increase commensurate with the difference between the maximum advertised rate of the current and new pay grades or where appropriate, at the discretion of the Chief Human Resources Officer.

Section 11. Additional Compensation

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

Section 12. Election Work

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

Section 13. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift.

2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more, which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m.

3. The rate of night shift differential shall be five (5) percent of one-eightieth (1/80) of the biweekly rate.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive thirty (30) cents per hour for each hour worked.

a. An employee must be assigned by Department 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, or his/her designee.

C. Manager Standby Pay

1. Effective August 25, 2023, the following classifications have been identified as being eligible for Manager Standby Pay:

   Probation Department – Probation Assistant Division Manager and Probation Division Manager assigned to work a designated Standby shift as the Administrator In Charge

   Social Services Agency – Human Services Manager, Senior assigned to work a designated Standby shift as the Manager on Duty for the Child Abuse Hotline and the Emergency Response Program

2. A "Manager Standby" shift is:

   a. An established shift that is designated and approved by the Department Head as a "Manager Standby shift."

   b. During an assigned Standby shift the employee must: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) refrain from activities which might impair his or her ability to perform assigned duties.

   c. Whenever practicable, an employee should be informed in writing at least five (5) calendar days in advance of the dates and inclusive hours of such assignment.

3. When a regular, limited-term, or probationary employee is assigned to a Manager Standby shift by the County, the employee shall be compensated at one-quarter (1/4) of the employee's basic hourly rate for the entire period of the shift.

4. There shall not be any duplication or pyramiding of rates paid under this Section or with flexible time off or pay for additional duties associated with working an assigned Manager Standby shift. Nor shall an employee be eligible to receive Standby Pay and straight-time pay for hours actually worked during a Standby shift. Additionally, an employee shall not receive other premium pays while receiving Manager Standby Pay.

5. The parties will establish a working group to discuss whether additional classifications may be eligible for Manager Standby Pay. Either the County or

OCMA may initiate the working group by December 15, 2023. Prior to the first working group meeting, OCMA shall identify any classification it believes may be eligible for Manager Standby Pay, and shall provide information for each classification that it believes justifies payment of the Standby premium pay (e.g., departmental expectations, frequency of assignment, frequency and type of typical of incidents requiring a manager's presence during non-regular business hours, etc.).

D. Special Assignment Pay

1. Effective August 25, 2023, employees in a management assignment, which the Department Head can document is critical to the Department's operations and is designated and approved by the CEO as a special assignment, are eligible for an additional three dollar ($3.00) per hour premium for all hours worked.

2. Special assignments require pre-approval from the Chief Human Resources Officer, the Deputy CEO (for non-elected department heads), and the CEO.

3. Special assignment pay for temporary projects or assignments may not exceed six (6) months. Requests beyond six (6) months require CEO approval and subsequent CEO approval every six (6) months thereafter.

4. Human Resource Services will establish and maintain a list of all permanent special assignments.

5. The parties agree that either the County or OCMA may request a meeting to discuss edits to the list of special assignments at any time and may submit recommendations for consideration of assignments that it believes justifies payment of the Special Assignment premium pay. The final decision on assignments to be included on the "Special Assignment List" is solely within the County's discretion. The CHRO has authority to edit and maintain the special assignment list following CEO review and approval.

6. An employee shall not receive Manager Standby Pay while receiving Special Assignment Pay.

E. Senior Medical Director Special Assignment Pay

Effective May 2, 2025, an employee in the Senior Medical Director classification assigned to Correctional Health Services or the Communicable Disease Control Division of Public Health Services shall receive an additional five (5) percent of individual base pay for all hours paid.

ARTICLE II GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

   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.

2. Part-Time Employee

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

B. Promotional Probation

1. A full or part-time employee who is promoted, except on a temporary promotion, shall be placed on promotional probation, except as provided in B.2., below. A full-time employee shall serve a probation period of fifty-two (52) weeks 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 two thousand eighty (2080) regular paid hours ending with the first day of the pay period following completion of said period.

2. When a regular or regular limited-term employee is promoted, reduced, or reassigned as a result of the employee's position being reclassified and the class from which the employee is promoted, reduced, or reassigned 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 discretion 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 from the service at any time without notice, cause, or right of appeal or hearing except as provided in C.3., below.

2. Promotional Probation

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

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 previous class for the purpose of training for a promotion to the higher class.

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

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

3. An employee who alleges that his or her probationary release was based on unlawful discrimination by the County may submit a grievance at Step 2 of the grievance procedure within fourteen (14) calendar days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or 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, two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When a Department Head or his or her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section E.1. of this Article, below, and an employee who is permitted by the Department to work beyond the end of a probation period shall be deemed to have passed such probation period.

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

E. Extension of Probation Periods

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

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

3. Upon recommendation of the Department or request of the employee with concurrence of the Department, the probation period of an employee may be extended at the sole discretion of the Chief Human Resources Officer for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed.

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

4. The Chief Human Resources Officer shall extend the probationary period of employees with an employment authorization document which has an expiration date which would occur after the end of the probation period. Such probation periods shall be extended to coincide with the expiration date of the employment authorization document. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee serves a probationary period which is longer than the normal probation period, such an employee may fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.

Section 2. 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 3. Status of Limited-Term Employees

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

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

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

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

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 4. Temporary Promotion

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

B. A Department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary, or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed nine (9) months. Temporary promotions which are being used to dual-fill for an employee on leave of absence shall be limited to one year.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the salary 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.

Section 5. Reemployment of Employees on Disability Retirement

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

B. Employees retired for physical disability who contacted and received advice from OCERS under subsection A above, who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and qualify for positions in the County service shall be placed on the County Preferred Eligible List with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement, or date their disability retirement is discontinued, except that:

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

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

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

Section 6. 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 7. 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) Department to another.

ARTICLE III LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

2. 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 seventy-two [72] hours per year).

3. 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 ninety-six [96] hours per year).

4. 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.

5. 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 an employee's personal illness, injury, or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the 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. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother,

mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandchild, grandparent, legal guardian or any other relationship as required by law.

5. Absences 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 the time period specified in Labor Code section 233. For purposes of this Subsection "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).

6. If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or childcare facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child's school related disciplinary issue. Time off requests to attend such events are non-discretionary, but shall be requested in advance to the extent possible.

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, which includes personal emergencies, not to exceed fifty (50) working hours during the fiscal year.

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

10. After exhaustion of Annual Leave balances (as required in Article V, Section 4.B.), up to twenty-four (24) hours of Sick Leave per fiscal year may be donated as part of the County's Catastrophic Leave Donation plan.

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

3. Employees hired on or after July 15, 1977, shall not be eligible for any payoff of Sick Leave. Employees hired before July 15, 1977, are eligible for Sick Leave payoff under the following conditions:

   a. Upon paid County 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 each fiscal 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 two hundred eighty (280) 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 two hundred eighty (280) hours. The percentage of Sick Leave paid shall be computed based on years of continuous service in accordance with Section 1.D.2.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.2.a.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the 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 separation, 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.

5. Notwithstanding any other provision of this Memorandum of Understanding, if a Probation Safety Manager is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's Annual Leave balance will be paid to the employee's estate.

Section 2. <u>Bereavement Leave</u>

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee's immediate family as defined below.

A. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild, or person with whom the employee has/had a legal guardian relationship.

B. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee's normal workweek for each death.

C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but no more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

D. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee's accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1, Article V, or Article VI.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

A regular, limited-term, or probationary employee may request a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the Department except in cases where Official Leave has been authorized pursuant to Sections 9, 10.A., and 11 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. If the Leave qualifies as Family Leave pursuant to applicable law, the Department Head may require that all Sick Leave, compensatory leave, Vacation time, and/or not more than 192 hours of Annual Leave be used prior to granting a Departmental Leave except that the use of Sick Leave shall be subject to the provisions of Article III, Section 1.C. and D., above. Use of Annual Leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.

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 subsections 2. and 3., below. Such Leave may be authorized only after an employee's completion of a Departmental Leave and after all Compensatory time, Vacation accruals, and not more than 192 hours of Annual Leave have been applied toward payment of the absence. Use of Annual Leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.

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

3. An employee who is eligible for and requests a valid need for Family Leave pursuant to Article III, Section 11 below and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:

   a. When Official leave involves the employee's own serious health condition – after all accumulated Compensatory time, Vacation accruals, Sick Leave or Annual Leave have been used;

   b. When Official Leave is used for all other reasons – after all accumulated Compensatory time and, Vacation accruals or not more than 192 hours of Annual Leave have been applied toward the absence. The use of Annual Leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.

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

5. Except as to leave which must be granted pursuant to Sections 9 through 11 in this Article, the Department shall indicate on the request its decision as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Chief Human Resources Officer. He or she shall deliver a copy to the employee. If the Department modifies or does not approve a request for Official Leave, the employee may, within fourteen (14) calendar days of this action, file a request for review with the Chief Human Resources Officer. The Chief Human Resources Officer shall review the request and make a decision within fourteen (14) calendar days. The decision of the Chief Human Resources Officer on such appeals shall be final.

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

C. <u>General Provisions</u>

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

2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's Department only where the employee is unable to initiate such action, except in cases where the provisions of Section 10. A., below apply.

3. An employee who has been absent without pay due to a Leave granted pursuant to Sections 3, 4, 9, and/or 11 of this Article shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 8., below, unless he or she returns to work at the end of the Leave or receives approval for an extension of his or her Leave.

Section 4. Official Leave for Nonoccupational Disability

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

1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return, and the period of disability, shall be submitted with the Leave request.

2. Such Leave shall begin after all accrued Sick Leave, compensatory, Vacation time, and not more than 192 hours of Annual Leave have been applied toward the absence. Use of Annual Leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.

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

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

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

C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5. Absences Caused by Illness, Injury, or Pregnancy

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

Section 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. An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 7. Witness Leave

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

Section 8. 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 8.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 and its effective date;

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

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

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

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

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

D. An automatic resignation shall not be accepted and entered if the employee 1) responds to the notice before the effective date, 2) provides an explanation satisfactory to the Department as to the cause of the unauthorized absence and 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, 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 9. Parenthood Leave

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

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

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

3. Such employee has completed new probation.

4. All accrued Vacation and Compensatory time and not more than 192 hours of Annual Leave have been applied toward the absence. Use of Annual Leave

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

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

C. Sick leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the 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, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 10. Workers' Compensation Leave

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

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

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

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

3. accepts employment outside the County; or

4. accepts employment in another County position; or

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

6. is retired pursuant to Government Code provisions.

An employee whose Workers' Compensation Leave ends pursuant to this provision and who does not return to work or obtain Department approval for an authorized leave of absence shall be considered to be absent without authorization.

C. If practicable, an employee on Workers' Compensation Leave and/or 4850 leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until such notice is given; however, the Department may waive the notice or reduce the notice period at its discretion.

Section 11. Family Leave

A. General Provisions

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

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

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

b. The birth of a child, and in order to care for the newborn child within one year of birth (also see Section 9, above);

c. Placement of a child for adoption or foster care within one year of the placement (also see Section 9, above).

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

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

f. Leave to care for a spouse, registered domestic partner, child, parent, or “next of kin” who is a covered service member of the Armed Forces who

has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

3. Employees must request and identify their need for Family Leave. Requests for Family Leave may also fall under the provisions of Sections 3, 4, and 9, above.

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

5. Terms of Leave

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

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

   c. When a request for Family Leave is approved, the Department shall determine if Annual Leave, Sick Leave, compensatory, and/or Vacation time is to be applied and shall determine the order in which such time is applied. The use of Sick Leave shall be restricted to those circumstances which qualify under the provisions of Article III, Section 1.B.

B. <u>Notification Requirements</u>

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 case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.

3. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

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

C. Verification

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

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

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

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

Section 12. Leave for OCMA Business

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

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

B. OCMA shall not request that such Leave be effective for more than four (4) employees on any workday.

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

Section 13. OCMA Presidential Leave

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

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

2. The Presidential Leave is requested fourteen (14) calendar days in advance. Said notice may be waived by mutual agreement.

3. OCMA promptly reimburses the County for all OCMA President salary expenses incurred during the Presidential Leave.

4. OCMA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave.

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

6. There is not a compelling need for the employee to perform County work.

7. The employee's performance meets standards.

8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on Departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

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

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

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

E. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCMA shall not be obligated for reimbursement costs listed in A.3. and A.4 above, for the period that Presidential Leave is suspended or cancelled. Provisions of A.1. through A.8., above, shall be suspended during said emergency recall.

F. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 14. Leave of Absence Language Working Group

The County and OCMA agree to establish a working group on this Article for the purpose of clarifying language regarding leaves of absences and streamlining language for understandability.

ARTICLE IV VACATION

Section 1. Accumulation of Vacation

A. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

B. 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). Part-time employees will earn Vacation on a pro-rated basis.

C. Commencing with the pay period following that in which a full-time employee completes three (3) years of continuous County service (6240 hours), a full-time 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). Commencing with the pay period in which a part-time employee completes 6240 hours of continuous County service, a part-time 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.

D. 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 .0962 hours Vacation for each hour of pay during his or her regularly scheduled workweek (approximately five (5) weeks per year). Commencing with the pay period in which a part-time employee completes 20,800 hours of continuous County service, a part-time 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.

E. The maximum allowable Vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be three hundred sixty (360) hours. The maximum allowable Vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service shall be four hundred eighty (480) hours. An employee who has accrued the maximum allowable Vacation credit will not accrue additional credit until the employee's Vacation credit drops below the maximum allowed.

Section 2. General Provisions

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

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

C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article IV, Section 1.D.) 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; however, consideration shall be given to effectuating the wishes of those employees requesting specific Vacation periods.

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

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

I. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid Vacation from the County service except as an Election Board Officer, or Election Night Help.

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

K. Except as set forth below, during each fiscal year an employee may request to cash out accrued Vacation either in two (2) separate increments of up to forty-five (45) hours each or one (1) increment of up to ninety (90) hours.

1. Except as set forth in subsection 2 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.

2. An employee with an Annual Leave balance may cash-out Vacation time under the following limited circumstances:

a. The employee's accrued Vacation bank is such that s/he will reach the applicable cap (as set forth in section 1.E. above) some time during the fiscal year unless the employee is able to cash-out Vacation time.

b. (If subsection "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 120 hours.

Notwithstanding subsection 2.b. above, an employee with less than 120 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 120 hours, irrespective of an employee reaching their maximum Vacation accrual cap during the same fiscal year.

L. Notwithstanding any other provision of this Memorandum of Understanding, if a Probation Safety Manager is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's Vacation balance will be paid to the employee's estate.

ARTICLE V ANNUAL LEAVE

These Annual Leave provisions apply only to regular and limited-term employees hired on or after July 15, 1977, and before the 2014-2017 MOU was adopted by the Board of Supervisors.

As discussed more fully in Section 4 of this Article, upon implementation of the 2014-2017 MOU, effective December 10, 2015, employees no longer accrue Annual Leave. Instead, employees accrue Sick Leave and Vacation time pursuant to Articles III and IV.

Section 1. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

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

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

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

4. Absence from duty because the employee's presence is needed to attend to the critical illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandchild, grandparent, or legal guardian.

5. To the extent required by Labor Code section 233, 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). For purposes of this Subsection "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).

6. Absence from duty because of personal business.

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

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

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

Section 2. General Provisions

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

B. Vacations (Annual Leave) shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific Vacation periods.

C. 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.

D. No scheduled Annual Leave will be cancelled by the department except in cases of emergency.

E. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid Annual Leave from the County service except as an Election Board Officer, or Election Night Help.

Section 3. Payoff of Unused Annual Leave

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

1. An employee who has less than 750 hours of annual leave as of the implementation date of the 2014-2017 MOU shall be allowed to cash out 60 hours of annual leave; an additional 60 hours may be requested, with its payout at the discretion of the Department Head.

2. An employee who has 750 or more hours of annual leave as of the implementation date of the 2014-2017 MOU shall be allowed to cash out up to

120 hours of annual leave upon his/her request until such time as his/her accumulation is less than 750 hours, at which point cash-out procedures will be governed by Section 3.A.1, above.

3. Notwithstanding Subsections 1 and 2 above, and except as provided in Article IV, Section 2.K., an employee may not cash out annual leave during the same fiscal year that Vacation leave is cashed out.

B. An employee separating from County service shall be paid in a lump sum payment for the unused Annual Leave balance as provided below. Notwithstanding the above, any Annual Leave taken off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.

Years of Service	**Maximum Payoff**
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10	360 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued Annual Leave balance has cash value. 480 hours are paid at 100%; remaining balance obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance; 25 or more years of service equals 50% of the remaining balance after deducted from 1600 hours maximum.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 480 hours for combined accrued Vacation and Annual Leave. Accrued Vacation will be paid at 100% up to the accrual limits specified in Article IV, Section 1.E.; remaining hours, up to the accrual limits specified in Article IV, Section 1.E., will be paid from the Annual Leave accrual. (Accrued Vacation that is taken as time-off for purposes of retirement (See Article IV, Section 2.J), will be considered as a payoff for purposes of this provision.) Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued Annual Leave hours remaining after the 100% payout, up to 1600 hours. For example, an employee with 18 years of service has 320 hours of accrued Vacation and 580 hours of accrued Annual Leave at the time of separation of service. The employee would be entitled to 480 hours of

full pay (320 hours of Vacation and 160 hours of Annual Leave) plus 420 hours of pay (580 – 160) at 36% (18 years x 2%).

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

D. Annual Leave Payout on Retirement

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

1. The amount of Annual Leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100% (i.e., 240 hours for employees with less than three (3) years of service, 360 hours for employees with at least three (3) years of service but less than ten (10) years of service, 480 hours for employees with at least ten (10) years of service). If the employee does not take time off or the amount of leave taken as time off does not exceed the amount of hours the employee is eligible to be paid at 100% the remaining balance, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with payoff provisions set forth in Section 4(B) of this Article.

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

E. Notwithstanding any other provision of this Memorandum of Understanding, if a Probation Safety Manager is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's Annual Leave balance will be paid to the employee's estate.

Section 4. <u>Cessation of Annual Leave, Transition Time Period to Use Annual Leave</u>

A. Upon adoption of the 2014-2017 MOU, effective December 10, 2015, employees no longer accrue Annual Leave. Instead, employees accrue Sick Leave and Vacation time pursuant to Article III, Section 1 and Article IV.

B. Except as modified in C. below, Annual Leave that has been accumulated as of December 10, 2015, may be retained, provided however, that an employee who needs to use Sick Leave or Vacation must first use accrued Annual Leave prior to use of Sick Leave or Vacation, until all Annual Leave has been taken.

C. An employee with at least 10 years of continuous full-time County service (20,800 regularly scheduled hours) who has Annual Leave balances may elect to use a maximum of 80 Vacation hours during each fiscal year for approved time off.

ARTICLE VI HOLIDAYS

Section 1. Holidays Observed

A. Except as modified below, County employees shall observe the following holidays:

2026 Independence Day, July 4 (Observed July 3)
Labor Day, September 7
Native American Day, September 25
Veterans Day, November 11
Thanksgiving Day, November 26
Day After Thanksgiving, November 27
Christmas Day, December 25

2027 New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 18
Lincoln's Birthday, February 12
Washington's Birthday, February 15
Farmworker's Day, March 31
Memorial Day, May 31
Juneteenth, June 19 (Observed June 18)
Independence Day, July 4 (Observed July 5)

B. Except as provided in Section 1.E., below, if a holiday, designated in 1.A., above, falls on a Saturday but is observed on the preceding Friday by the Superior Court, employees who have been designated by the County as being necessary to the operation of said Court 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 other than Christmas Day, falls on a Sunday, the next day shall be observed as the holiday.

D. When New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.

E. When Christmas Day or New Year's Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 or January 1, respectively, as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on December 25 or January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday, or for both January 1 and the following Monday.

F. When Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 or January 1, respectively, as part of his or her

normal work schedule. In such cases the employee may, with Department approval, observe the holiday on December 25 or January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding or for both January 1 and the Friday immediately preceding.

G. Notwithstanding Sections 1.B through 1.F above, the County may designate holiday observances as follows:

1. When Lincoln's Birthday, Farmerworker's Day, Juneteenth, Independence Day, Native American Day, Veteran's Day, Christmas Day or New Year's Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on the actual holiday (rather than the observed holiday) as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on the actual holiday rather than the observed holiday. Under no circumstances shall an employee receive holiday compensation for both the actual holiday (occurring on Sunday) and the observed holiday (occurring on Monday).

2. When Lincoln's Birthday, Farmerworker's Day, Juneteenth, Independence Day, Native American Day, Veteran's Day, Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on the actual holiday (rather than the observed holiday) as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on the actual holiday rather than the observed holiday. Under no circumstances shall an employee receive holiday compensation for both the actual holiday (occurring on Saturday) and the observed holiday (occurring on the Friday immediately preceding).

3. Subsections 1 and 2 above will not be implemented unless the County implements the same holiday schedule for other recognized bargaining units (other than AOCDS).

4. In the event that another bargaining unit adds holidays, such changes will be applicable to OCMA. In the event another bargaining unit exchanges a holiday observed for a new date or holiday, the parties agree to meet and confer regarding such a change being applicable to OCMA.

Section 2. <u>Eligibility for Holiday Pay</u>

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. A part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

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

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

D. Compensation for Work on Holidays

1. An employee who is required to work on Native American Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Farmerworker's Day, or Juneteenth, and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day shall receive pay computed at one and one-half (1 ½) times the employee's basic hourly rate for the number of hours actually worked, to a maximum of eight (8) hours.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive in addition to pay as provided in

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

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

F. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Memorandum of Understanding, 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. Employees shall be paid for all Compensatory time in excess of eighty (80) hours.

ARTICLE VII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be paid the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car for each mile driven during each monthly period.

Section 2. Personal Property Reimbursement

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

Section 3. Optional Benefit Plan

A. Eligibility - a full-time regular, limited-term or probationary employee is eligible to receive the Optional Benefit provided he or she is continuously employed in a full-time capacity. Part-time employees whose normal workweek consists of twenty (20) hours or more will be eligible to receive fifty (50) percent of the Optional Benefit amount available to full-time employees. Employees hired or promoted after the commencement of a plan year will be eligible for the Optional Benefit on a pro-rata basis the first day of the month following the twenty-eighth (28th) day of employment in an eligible classification.

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

B. Each eligible full-time employee shall be entitled to select benefits from those listed below at a cost to the County, and be reimbursed for eligible expenses in an amount not to exceed three thousand five-hundred ($3,500) dollars, effective the beginning of each calendar year. Eligible part-time employees shall be reimbursed for eligible expenses in an amount not to exceed one-half of the Optional Benefit Plan for full-time managers.

C. The purpose of the plan is to provide options to individual employees to best meet the needs of themselves and dependents while enhancing the employee's expertise and skills on the job.

   The options available shall include the following types of benefits:

1. Cash (taxable);

2. Health Care Reimbursement Account;

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

      i. Any portion of the Optional Benefit allocated towards the health reimbursement category as outlined in Section 3.C.2.a. will be subtracted from the amount the employee is eligible for under the County's Health Care Reimbursement Account (if the employee participates) and subject to state and federal law, regulations and guidelines.

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

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

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

D. Except as set forth in Section 3A (above) an employee who does not make an election during the election period shall receive a taxable cash lump sum following the close of the election period. Employee elections are irrevocable unless permitted by state and federal law, regulations and guidelines, and allowed by the plan document. For expenses to be eligible, they must be incurred during a plan period in which an employee is eligible. Claims may be filed at any time during the plan period and all claims must be filed no later than March 31st of the next year.

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

Section 4. <u>Educational and Professional Reimbursement</u>

A. Effective the first day of the first full pay period following adoption of the 2019-2023 MOU (November 8, 2019), the maximum reimbursement that may be received by eligible employees in one fiscal year shall be $10,000.

B. An employee who is in good standing may request reimbursement of up to $2,000 of the $10,000 maximum Educational and Professional Reimbursement Program allotted amount identified in Section 4.A. above for student loan payments made during the course of the fiscal year while employed by the County. An employee must be employed by the County at the time reimbursement is made to be eligible to receive this benefit.

Section 5. Safety Boots

During the term of this contract, a Department Head in conjunction with Risk Management, may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of $150 per fiscal year for positions/employees that as a result of their duties are required to wear safety compliant work boots on a regular basis.

ARTICLE VIII FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Health Care Reimbursement Account (HCRA)

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

Section 2. Dependent Care Reimbursement Account (DCRA)

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

ARTICLE IX DISCIPLINARY ACTION

No regular, limited-term, or probationary employee shall receive a disciplinary action except for reasonable cause.

Section 1. Pre-Disciplinary Hearing for Suspension, Reduction, or Discharge

A. In suspending an employee or in reducing a regular, limited-term, or probationary employee for reasons of unsatisfactory performance or physical disability, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, or to an employee's work email and/or last personal email on record, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

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

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

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

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

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

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

B. Prior to the effective date of such suspension, reduction, or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated department representative with the authority to make an effective recommendation on the proposed disciplinary action.

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

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

E. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action on or prior to the effective date of such action.

F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 2. and 3. of this Article.

G. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 4 of this Article.

Section 2. 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 3. Reduction

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

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

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

Section 4. 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 affected 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. A discharge may be appealed to advisory arbitration pursuant to Article X, Section 8. B. or to remedies provided in Article X, Section 9.

Section 5. Investigatory Meeting

A. An Employee required to attend an investigation meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCMA in an investigatory meeting.

ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a County 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 including, but not limited to, matters which may be appealed through the Orange County Merit System Selection Rules and Appeals Procedure or the Workers' Compensation Appeals Board;

3. position classification;

4. performance evaluations with a standard rating or the equivalent.

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 fourteen (14) calendar days thereafter appeal to the next step in the procedure.

C. If it is the judgment of any County 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 agreement of the County and the employee or OCMA any step of the procedure may be waived.

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

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

An employee may represent himself or herself or may be represented by an agent of OCMA in the formal grievance/appeal procedure. If an employee chooses not to be represented by OCMA, OCMA may have a representative present during the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCMA's interpretation of provisions of this Agreement at issue. Such presentation shall not include the merits of the grievance. The decision of the arbitrator in such case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCMA.

Section 5. Time Off for Processing Grievances/Appeals

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

1. An employee who has a grievance/appeal, in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter, or to meet with his or her grievance/appeal representative.

2. An employee grievance/appeal representative, in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal, or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees, or through examination of appropriate County records or locations relating to the grievance/appeal.

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

1. Before performing grievance/appeal work, the grievant/appellant or employee 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 employee grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or employee 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 employee grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the employee representative shall be permitted to do so provided that:

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

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

Section 6. Informal Discussion

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

Section 7. Grievance/Appeal Steps

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

Step 1: Department Head

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

Step 2: Chief Human Resources Officer

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

a) an interpretation or an application of this Memorandum of Understanding;
b) a written reprimand; or
c) a probationary release alleging discrimination,

it may be appealed in writing to the Chief Human Resources Officer within fourteen (14) calendar days after receipt of the written decision from Step 1. Appeal of a suspension and/or a reduction ordered by a Department Head or his or her designated representative may be submitted in writing at Step 2 within fourteen (14) calendar days after receipt of the notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief Human Resources Officer or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief Human Resources Officer in B., above shall be final and binding and shall not be referable to higher County authority or arbitration.

Section 8. Referrals to Arbitration

A. Interpretation/Application of MOU Language

If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within fourteen (14) 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.

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

B. Appeals of Suspensions/Reductions

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 2, a request for arbitration may be presented to the Chief Human Resources Officer within fourteen (14) calendar days from the date the decision was rendered.

b. An appeal from any suspension or reduction imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within fourteen (14) calendar days from the date the action becomes final.

c. All appeals shall be signed by an employee or by a representative of OCMA and shall be submitted in writing.

d. The issue in all appeals of suspensions/reductions shall be:

Was (employee's name) suspended/reduced for reasonable cause? If not, what is the remedy?

e. As soon as practicable after a suspension/reduction appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal, provided however, prior to going to arbitration the parties may agree to utilize mediation in an effort to resolve the appeal.

2. Findings of Facts and Remedies

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

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

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

c. The decision of the arbitrator in matters of suspension/reduction shall be binding on all parties.

C. Appeals of Discharges

1. Submission Procedure

a. A discharge may be appealed directly to arbitration within fourteen (14) calendar days from the date the decision was rendered.

b. All appeals shall be signed by an employee or by a representative of OCMA and shall be submitted in writing.

c. The issue in all appeals of discharge shall be:

Was (employee’s name) discharged for reasonable cause? If not, what is the remedy?

d. As soon as practicable after a discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal; provided however, prior to going to arbitration the parties may agree to utilize mediation in an effort to resolve the appeal.

e. The arbitrator shall advise that the order of discharge be sustained, modified, or rescinded.

f. The decision of the arbitrator in matters of discharge shall be advisory and non-binding.

D. Probationary Releases Alleging Discrimination

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

a. Was the probationary release of (employee's name) in whole or in part the result of unlawful discrimination by the County?

b. If so, what is the appropriate remedy under Article X Section 8.A of this Memorandum of Understanding?

2. Findings of Facts and Remedies

a. In the event the arbitrator finds no unlawful discrimination, the grievance shall be denied and the issue of remedy becomes moot.

b. In the event the arbitrator finds unlawful discrimination, 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 unlawful discrimination, and also finds that the discrimination 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. The decision of the arbitrator in matters of probationary releases alleging discrimination shall be binding on all parties.

E. General Provisions

1. Except as otherwise required by law, all costs of arbitration shall be shared equally in all cases by the County and the appealing party except in matters of discharge and when the appealing party solely alleges unlawful discrimination, 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.

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

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

4. 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.

5. 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.

6. 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.

7. 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.

8. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

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

10. The decision of the arbitrator shall be binding on both parties except in matters of discharge. In matters of discharge the arbitrator's decision shall be advisory and non-binding.

11. Arbitration appeal hearings of a release of a new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary.

Section 9. Court Action

Notwithstanding anything to the contrary in this Article, a discharged employee shall have the right at his/her option, to file an action in a court of competent jurisdiction. Prior to filing such action the employee must exhaust the steps of the grievance procedure set forth in Sections 6. and 7. of this Article. The employee may then elect to appeal the discharge to advisory arbitration or file a lawsuit. In any such action, the employee shall have the right to pursue any claims he/she might have under statutory or common law, and shall not be limited to an action for breach of contract. The County agrees that it will not assert that the employee failed to exhaust his/her contractual remedies. If an employee elects to file suit, the action shall be subject to the applicable statute of limitations.

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provision

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

Section 2. Order of Layoff

A. When a reduction in the work force is implemented, each Department Head shall determine, subject to CEO approval, which employees are subject to layoff based on the needs of the organization.

B. In considering which employees shall be subject to layoff, consideration shall be given to knowledge and skills related to organizational need and the employee's performance. Where a Department determines that two or more employees' knowledge, skills, and performance are generally equivalent, years of service shall be given consideration.

Section 3. Notification of Employees

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.

Section 4. Voluntary Reduction from Classes Designated as Vulnerable to Layoff Appeal

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 placed on Department rehire list pursuant to Article XI, Section 5.

Section 5. Rehire Lists

A. The names of persons laid off shall be placed on a Departmental Rehire List for each class in the occupational series at or below the level of the class from which laid off.

B. Persons on the Departmental Rehire List for that class will be considered prior to eligibles on other types of eligible lists. If rehire is offered to a class other than that from which the person was laid off, such person must first meet the minimum qualifications and pass any required performance test for that class.

C. Names of persons placed on the Departmental Rehire List shall remain on the list for two (2) years, except that:

1. A person who rejects or fails to respond within five (5) calendar days to an offer of employment in a particular class shall be removed from the list for that class.

2. A person who declines referral for an interview in a particular class shall be removed from the list for that class.

3. A person who retires from the County shall be removed from all lists.

D. In the event two (2) or more departments are consolidated while Departmental Rehire Lists are in effect, such lists shall be combined and treated as one (1) list by class in accordance with the preceding provisions. When a transfer of one (1) or more functions of one Department to another Department occurs, employees previously laid off from such function(s) who are on a Departmental Rehire List for the Department losing such function(s), shall be removed from such list and shall be placed on a Rehire List by class for the Department acquiring such function(s) and treated in accordance with the preceding provisions.

Section 6. Status on Rehire

A. An employee who has been laid off under the provisions of this Article and is subsequently rehired 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 remaining Annual Leave balance credited to the employee's account when laid off shall be restored.

2. All service hours held upon layoff shall be restored.

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

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

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article II, Sections 1.B.1. or 1.B.2., if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

ARTICLE XII ON-THE-JOB INJURY

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment which requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et. seq. or for administrative management employees in the Probation Department who hold safety status, Section 4850, whichever is applicable.

Section 2. Workers' Compensation

A. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued Annual Leave, Sick Leave, Compensatory time, and/or Vacation, in that order.

B. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, all Sick Leave, Compensatory time, Vacation, or Annual Leave expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, all Sick Leave, Compensatory time, Vacation, or Annual Leave expended since the first day of disability shall be restored to the employee's account(s).

C. The probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.

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

E. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of Annual Leave, Sick Leave, and/or Vacation earning rates.

Section 3. Exposure to Contagious Diseases

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

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. Employees shall be alert to unsafe practices, equipment, and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

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

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

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

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

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

Section 2. 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 INSURANCE

As of the date of Board of Supervisors adoption of this MOU, Sworn Public Safety Managers participate in the County health plans. Effective July 1, 2020, Sworn Public Safety Managers transitioned to the AOCDS Medical Trust, pursuant to the terms and conditions set forth below. Sworn Public Safety Managers are employees in this bargaining unit who are sworn peace officers pursuant to Cal. Penal Code § 830.5(a) (Probation) and § 830.35(c) (Coroner).

Section 1. Health Plans and Premium Contributions

The County and OCMA agree to establish an Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their five percent (5%) credit, and reducing the cost of health insurance.

A. Full Time Employees

1. Except as modified by Sections 1.C, through H, below, the County will offer health plans to all full-time regular, limited-term, and probationary employees and their eligible dependents.

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

   a. Employee Only Coverage – eighty-five percent (85%) of the employee's premium or ninety percent (90%) of the employee's premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage – seventy percent (70%) of the total health premium for each employee and such employee's eligible dependents or seventy-five percent (75%) of the employee's premium if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

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

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

B. Part-Time Employees

1. Except as modified in Section 1.C., D., E., and F., below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.

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

   a. Employee Only Coverage – forty-five percent (45%) of the employee's premium or fifty percent (50%) of the employee's premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage – thirty-two and one-half percent (32 ½%) of the total health plan premium for each employee and such employee's eligible dependents or thirty-seven and one-half percent (37½%) of the total health plan premium for each employee and such employee's eligible dependents if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

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

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

   b. Employee and Dependent – see subsection B.2.b., above.

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

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

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

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five percent (95%) of employee and dependent coverage. For each EME subscriber who does complete the Wellness

Incentive program, the County will pay the full cost of employee and dependent coverage for the EME subscriber. EME dependents are enrolled as dependents of the EME subscriber and are not required to participate in the Wellness Incentive program.

Employees must report any subsequent changes in marital status, such as legal separation or divorce, within thirty (30) days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. OCMA will make a concerted, good faith effort to encourage its members and their dependents enrolled in the County's PPO health plan to avoid using out-of-network service providers. Plan designs for the County sponsored health plans may be altered during the term of this MOU, provided the changes are made at the same time and in the same manner for a majority of County employees.

During the term of this MOU, upon request of either party, the parties will meet to discuss potential modifications/cost containment of health insurance plans.

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

F. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article III, Section 11. and applicable law, the County shall continue to pay health insurance premiums as provided in sections A. and B. above, to the extent required by applicable law.

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

H. Effective January 1, 2008, active employees were pooled separately from retirees for purpose of setting premiums for participation in County offered health plans.

I. Effective January 1, 2024, County health insurance plans were restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by twenty percent (20%). Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work, unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following the completion of the remaining days of the thirty (30) day waiting period, unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County's health insurance programs at any Open Enrollment or within thirty (30) days of a qualifying life event provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act ("ACA") and/or other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

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

D. The County shall provide for an open enrollment period once each calendar year for employees, employees' eligible dependents, and retirees to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act ("ACA") and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage.

E. Employees eligible for pension at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Eligible employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a Retiree health plan in a manner consistent with Article XIV, Section 7.A.4.c of this MOU.

Section 3. AOCDS Medical Insurance Trust Fund for Sworn Public Safety Managers

A. Effective July 1, 2020, all active Sworn Public Safety Managers will be enrolled in AOCDS medical benefit plans which shall provide medical benefits similar to those offered by the County.

New Sworn Public Safety Managers hired on or after June 1, 2020, shall be enrolled in AOCDS medical benefit plans the first day of the month following hire date.

B. Eligible Sworn Public Safety Managers failing to elect coverage within thirty (30) days of employment or eligibility (whichever is earlier) or failing to maintain medical coverage through the Trust offered medical plans will be automatically enrolled in the lowest cost Trust medical plan as employee only. No Sworn Public Safety Manager shall be eligible for County Health insurance plans except in the capacity as an eligible dependent while on unpaid leave of absence.

C. Sworn Public Safety Managers who retired on or after January 1, 2020, were enrolled in the AOCDS Medical Trust. The effective date of enrollment shall be January 1, 2020, or the first of the month following retirement, whichever is later. Sworn Public Safety Managers who retired before January 1, 2020, shall remain enrolled in County-offered health plans.

Section 4. Medical Insurance Contribution for Sworn Public Safety Managers

A. Effective the first payday in June 2020 (Pay Period 12 – May 22, 2020 through June 4, 2020), the County shall contribute a composite rate of $1,395 per month for each full-time enrolled, regular, limited-term, and probationary Sworn Public Safety Manager on paid status in this unit, except as noted in B., C., D., and E. below.

For Sworn Public Safety Managers hired on or after June 1, 2020, the County contributions will be effective for the first day of the month following the date of employment or of the insurance start date, whichever is earlier.

B. The County's medical insurance contribution for a part-time Sworn Public Safety Manager whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full-time Sworn Public Safety Manager. No contribution shall be made for a Sworn Public Safety Manager 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 Sworn Public Safety Managers, 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 Sworn Public Safety Manager in a paid status during some portion of the pay period.

D. During the term of this MOU, any negotiated increase to the amount of the County's contribution to the AOCDS Medical Insurance trust as stated in the AOCDS Public Safety and Supervising Public Safety Units MOU will also be applicable to Sworn Public Safety Managers.

E. 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 full-time, 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 Sworn Public Safety Manager.

F. For Sworn Public Safety Managers who are on approved leave which meets the requirements of Family Leave pursuant to Article III, Section 11 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C., and D., above.

G. All requirements of the AOCDS Medical Insurance Trust Fund pursuant to the terms and conditions set forth in Article XIII, Section 4 of the Peace Officer Unit and Supervising Peace Officer Unit MOU between the County and AOCDS shall apply to the AOCDS Medical Insurance Trust Fund for the Sworn Public Safety Managers.

Section 5. Other Insurance Coverage and Physical Examination

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

1. Short-term Disability Insurance Plan at no cost to the employee to provide, after Sick Leave or 192 hours of Annual Leave is exhausted, sixty (60) percent of salary for up to one (1) year for certified nonoccupational injury or illness. The plan will also provide for continuation of the County's share of premiums for health, dental, and life insurance benefits while the employee is on Official Leave for non-occupational disability for up to one (1) year from the effective date of disability.

2. Long-term disability insurance coverage at no cost to the employee to provide up to sixty percent (60%) of salary.

3. Life Insurance and Accidental Death and Dismemberment Insurance:

a. Basic Life insurance and accidental death and dismemberment insurance will be provided in the amount of $100,000 for all full-time administrative management employees without proof of insurability. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to Imputed Income requirements as required by law.

b. Employees will have the option to purchase additional life insurance coverage options without proof of insurability if purchased within thirty

(30) days of eligibility. Some levels of additional life insurance coverage, or any additional life insurance coverage purchased after thirty (30) days of eligibility require proof of insurability. Employees will have the option to purchase additional supplemental life and accidental death and dismemberment coverage including dependent coverage. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to imputed income requirements as required by law.

4. Voluntary annual physical examinations by a County-designated physician at no cost to the employee.

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

C. The County will provide vision insurance, at no cost, to full-time regular, limited-term, and probationary employees for the employee-only coverage tier. Eligible employees may elect to purchase vision coverage for their dependents.

D. Part-time regular, limited-term, and probationary employees may elect to purchase vision insurance for themselves and their eligible dependents, provided the employee's normal workweek consists of at least twenty (20) hours. The County will pay one-half the monthly rate of a full-time employee for the employee-only coverage tier, for part-time regular, limited-term, and probationary employees. Eligible employees may elect to purchase vision coverage for their dependents.

Section 6. 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 the employee's share of the premium costs of County-provided health insurance coverage as permitted by state and federal law, regulations, and guidelines.

Section 7. Retiree Medical Plan

A. Retiree Medical Grant

1. Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other

than the fifty percent 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

2. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the Plan") for employees who have retired from County service and who meet certain eligibility requirements of the Plan.

3. The County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

4. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered health insurance plan and/or Medicare premiums as provided below.

   a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten dollars ($10) per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County health plan premiums no later than the effective dates of such change, not to exceed three percent (3%) per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

   b. The Grant will be adjusted as follows:

      1) The Grant will be reduced by seven and one-half percent (7½%) per year for each year of age the employee is less than age sixty (60), based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

      2) The Grant will be increased by seven and one-half percent (7½%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age seventy (70) will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will

cease to apply for eligible retirees retiring effective on or after June 16, 2023.

3) Sections 5.A.2.b.1 and 5.A.2.b.2 shall not apply to Safety Classifications or Disability Retirements.

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

c. All current employees who retire and become eligible for a Grant shall be provided a one (1) time opportunity of thirty (30) days to enroll in a County offered health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible and enrollment in a County offered health plan.

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

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

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

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

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023, are not eligible for the Grant.

   Employees who were employed by the County on or before June 15, 2023, with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who are employed by the County as of June 16, 2023, with one or more full years of credited service, as defined under the Retiree Medical Plan Document, shall have the option to elect keep their frozen Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA was made as soon as administratively feasible on or after June 16, 2023. If an employee retires before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

   The County contribution to the HRA will be $855 for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

   Any employee who elects the frozen Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of twenty-five (25) years. Any employee whose years of credited service is greater than twenty-five (25) shall receive $855 per each full year of eligible service beyond the twenty-five (25)-year cap contributed by the County to the HRA.

2. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023, shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

3. A retiree with a minimum of five (5) years of credited County service who receives a non service-connected disability retirement pension under OCERS effective before June 16, 2023, 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 under OCERS shall not be eligible for a Grant.

4. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and requested a service or non service-connected disability retirement pension under OCERS shall not

be eligible to receive the Retiree Medical Grant until a determination of disability status is made by the Orange County Board of Retirement.

5. 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 Board of Retirement grants a disability retirement.

6. All eligible retirees and enrolled dependents that 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 that are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

7. Deferred Retirement

   a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

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

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

D. Survivor Benefits

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

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

E. Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee's HRA. The opt-out value will not be limited to a twenty-five (25)-year cap.

F. Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee's HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least forty (40) hours per pay period) and the County contribution will be increased by two and one-half percent (2.5%) annually each first full pay period beginning July 2024.

Section 8. Reopener as Result of the ACA

The County may reopen negotiations on this Article and other provisions in this MOU (e.g., Optional Benefits program in Article VI, Section 3, Flexible Spending Accounts in Article VIII), for the purpose of addressing issues related to the Affordable Care Act (ACA), or other Federal or State legislation/regulation which impacts the County's ability to provide Benefits under this MOU.

ARTICLE XV DEFINED CONTRIBUTION

Section 1. Section 457(b) Defined Contribution Plan

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

Section 2. Section 401(a) Defined Contribution Plan

Effective the first pay period after Board adoption of the 2011 – 2014 MOU, the County contribution to the 401(a) Defined Contribution Plan, as referred to in Appendix B of that MOU ("Wages", Item 3.) is eliminated for the remaining managers in the 401 (a) Plan under the grandfathering agreement. Managers must leave their assets in the 401(a) Plan until either retirement, separation from the County of Orange, death or total and permanent disability.

ARTICLE XVI RETIREMENT

Section 1. Retirement Benefit Levels for General Members

A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013, who are Considered "Legacy Members" of OCERS within the Meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA")

1. Except as set forth in Section 1.A.3 and Section 1.B below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the "2.7% at 55" benefit formula.

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

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

2. Pension Formula Election for Employees Hired Prior to August 27, 2010

   a. Employees hired prior to August 27, 2010, will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the "2.7% at 55" benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the "1.62% at 65" benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2.a above, the employee shall continue to be provided with the "2.7% at 55" benefit formula and shall make the employee retirement contributions established for that benefit formula.

   c. In the event an eligible employee elects the "1.62% at 65" benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan ("the DC Plan") described in Section 4 below.

   d. Effective with the beginning of the pay period following the date an employee elects the "1.62% at 65" benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee

will also make the contributions described in Section 3.C and D of this Article.

3. Pension Formula Election for Those Hired by the County between August 27, 2010 and January 1, 2013:

   a. Employees hired on or after August 27, 2010 and prior to January 1, 2013, were required to make the pension benefit formula election provided for in Board Resolution 10-072.

   b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the "2.7% at 55" benefit formula or the "1.62% at 65" benefit formula. Regardless of which benefit formula was selected, the employee will make retirement contributions in accordance with the provisions of Section 3.C and D below.

   c. In the event an eligible employee failed to make an election during the period set forth in Subsection 3.b., above, the employee was deemed to have elected the "1.62% at 65" benefit formula.

   d. An employee who elected, or was deemed to have elected, the "1.62% at 65" benefit formula, is eligible to participate in the "DC Plan" described in Section 4 below.

   e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c., above, the employee is required to make retroactive contributions that would have been made from the employee's hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the "1.62% at 65" benefit formula are not retroactive to the employee's date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the "1.62% at 65" benefit formula.

   f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the "1.62% at 65" benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 3.C and D below.

B. For Employees Hired on or After January 1, 2013 Who are Considered "New Members" Within the Meaning of PEPRA

   1. The retirement formula will be the "1.62% at 65" benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the

provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 3.C and D., below.

2. "New Members" are eligible to participate in the "DC Plan" described in Section 4 below.

Section 2. Retirement Benefit Levels for Safety Members

A. For Employees Hired Before January 1, 2013 and for Employees Hired on or After January 1, 2013 Who are Considered "Legacy Members" of OCERS within the Meaning of PEPRA

1. Probation Department safety employees will be provided the "3% at 50" benefit formula as set forth in Government Code section 31664.1.

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

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

B. For Employees Hired on or After January 1, 2013 Who are Considered "New Members" Within the Meaning of PEPRA.

1. The retirement formula will be the "2.7% at 57" retirement formula described in Government Code section 7522.25(d), utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement.

Section 3. Retirement Contributions

A. Members' normal and cost of living contribution rates will be established and adjusted subsequent to and in accordance with state law and actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.

C. Employees shall pay the full member contribution for each of the benefit plans provided by the County.

D. General Members Contributions to Offset the Increased Cost of the "2.7% at 55" Benefit Formula

1. Except as provided in Section E below, the implementation of the 2.7% at 55 retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees.

   Effective with the pay period that commenced June 24, 2005, general members in this bargaining unit began making an additional contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the "Reverse Pickup" and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

   a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with and for the purposes stated in Section 31678.3(d) of the Government Code. This additional contribution shall continue beyond the expiration date of this MOU for the purpose of amortizing, over a 20-year period, the cost of the enhanced retirement benefit.

   b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20-year period set forth above.

2. Implementation of the foregoing changes increased employee and employer retirement contributions for general members in this bargaining unit. Except as provided in Section E below it is the intention of the parties that the amount of this increase will continue to be borne entirely by the general member employees, and not by the County.

3. The County and OCMA will annually review its costs including costs impacted by changes in the investment earnings and evaluate whether any adjustments to employee contributions are necessary.

E. <u>Reduction in Reverse Pickup</u>

1. Effective the first day of the first full pay period following Board of Supervisors adoption of the 2019-2023 MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

2. Effective the first day of the first full pay period after Board of Supervisors adoption of the 2019-2023 MOU, the County will assume responsibility for a fixed 1.2% reduction of the employee's paid reverse pickup.

3. Effective July 3, 2020, the County will assume responsibility for an additional 1.2% for a total fixed 2.4% reduction of the employee's paid reverse pickup.

4. Effective July 3, 2021, the County will assume responsibility for an additional 1.2% for a total fixed 3.6% reduction of the employee's paid reverse pickup.

5. Effective July 1, 2022, the County will assume responsibility for an additional .5% for total fixed ongoing 4.1% reduction of the employee's paid reverse pickup.

6. By July 1, 2022, the entire Reverse Pickup for employees in the PEPRA and 1.62% and 65 Classic benefit formulas shall be eliminated. It is the intent of the parties that the reverse pickup amount for Legacy employees will continue to be reduced by a fixed 4.1% from July 1, 2022 into the future.

Section 4. Defined Contribution Retirement Plan

A. Beginning on the plan commencement date, the County will make available a County 1.62 Retirement Defined Contribution Plan (the "1.62 DC Plan") comprised of a voluntary 457(b) plan and a 401(a) matching plan to those employees who are covered by the " 1.62% at 65" benefit formula (whether by election, deemed to have elected or are hired on after January 1, 2013 and are deemed to be "new members" within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the 1.62 Section 457(b) DC Plan. The County will make matching contributions as described in Section 4.B., below.

B. The County will contribute a biweekly amount to the 1.62 Section 457(b) Section 401(a) DC Plan for an eligible employee equal to the biweekly amount that the employee contributes to the 1.62 Section 457(b) DC Plan, not to exceed two (2) percent of the employee's base salary (the "match"). County contributions to the 1.62 Section 401(a) DC Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the DC Plan(s) and the County contributions to the Section 1.62 401(a) DC Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

D . If the County forms a study group to review potential modifications to the County's defined contribution plan, OCMA may designate one member to participate on the study group. The study group's recommendations will be presented to the Board of Supervisors for their consideration.

Section 5. Tax-Deferred Retirement Plan

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

ARTICLE XVII NONDISCRIMINATION

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

OCMA shall not discriminate in membership or representation on any basis cited in this Article.

ARTICLE XVIII COUNTY RIGHTS

The County retains the exclusive right to make all managerial and administrative decisions including, but not limited to, the nature and extent of services to be performed, the methods, means and personnel by which its operations are to be conducted, and such other decisions as may be necessary to organize and operate in the most efficient manner. Such rights shall also include the right to manage and direct the workforce, including the right to hire, select, discipline, transfer, and assign work. Nothing in this provision shall be construed to restrict grievances concerning this agreement or to limit or waive the rights of the parties pursuant to law or this agreement.

ARTICLE XIX EMPLOYEE RIGHTS

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

ARTICLE XX COMPENSATION

Section 1. Salary

A. The Chief Human Resources Officer has the authority to allocate classes to management ranges, and to determine the salary level of employees assigned to a new range.

B. Notwithstanding Article I, Section 2 of this MOU, salaries will be increased for unit members as set forth below.

Effective the first day of the first pay period following Board of Supervisors adoption of the 2026-2027 MOU, salaries will be increased by 3.0% (base building/salary range movement) for all unit members.

Section 2. Management Equity Increase

A Department Head may request, in limited exceptional circumstances and with adequate justification, individual equity salary increases for Regular or Limited-Term employees, to address areas of liability and legal compliance related to California's Equal Pay Act (Labor Code section 1197.5 and 432.3), subject to approval from the Chief Human Resources Officer and the County Executive Officer; however, no such increase shall cause an employee's salary to exceed the advertised maximum rate of the applicable salary range. Performance or merit awards, including lump sum payments, may not be considered as a factor in equity adjustments.

Section 3. Range Constraints

A. No employee's salary shall exceed the maximum of the salary range, except pursuant to Y-Rate provisions of Article I.

B. No employee's salary shall be less than the minimum rate in the range assigned to the class in which he or she is employed.

ARTICLE XXI PARITY CLAUSE

If during the term of this agreement through August 31, 2027 the County comes to an agreement with another exclusive representative for another bargaining unit, exclusive of the IHSS Provider Unit, that includes a base salary adjustment (i.e., a higher percent (%) cost of living increase) or across-the-board lump sum payment, increase to employer healthcare contributions, increase to deferred compensation match, or leave enhancements, which is effective during the term of this agreement, the County will implement the same adjustments for all employees covered by this MOU on the same effective date as the other bargaining unit unless that other agreement includes an exchange of a current benefit of equal value from the other bargaining unit.

APPENDIX A

8157MA	Airport Manager, Senior
8158MA	Airport Deputy Director
8160MA	Business Services Analyst
8161MA	Business Services Administrator
8162MA	Business Services Manager
8163MA	Business Services Manager, Senior
8164MA	Business Services Assistant Deputy Director
8165MA/MT	Business Services Deputy Director
8181MA	Capital Projects Administrator
8182MA	Capital Projects Manager
8183MA	Capital Projects Manager, Senior
8184MA	Capital Projects Assistant Deputy Director
8185MA	Community Development Analyst
8186MA	Community Development Manager
8187MA	Community Development Manager, Senior
8188MA	Community Development Deputy Director
8190MA	Criminal Justice Analyst
8191MA	Criminal Justice Administrator
8193	Criminal Justice Manager, Senior
8196MA	Development Services Administrator
8197MA	Development Services Manager
8198MA	Development Services Manager, Senior
8199MA	Development Services Deputy Director
8207MA	Emergency Management Administrator
8208MA	Emergency Manager
8209MA	Emergency Management Assistant Deputy Director (*previously Emergency Manager, Senior)*
8210MA	Emergency Management Deputy Director
8212MA	Engineering Manager, Senior
8213MA	Engineering Deputy Director
8215MA	Assistant Chief Deputy Operating Officer
8218MA	Fiscal Analyst
8219MA	Fiscal Administrator
8220MA	Fiscal Manager
8221MA	Fiscal Manager, Senior
8222MA	Fiscal Assistant Deputy Director
8223MA	Fiscal Deputy Director
8224MA	Crime Lab Manager
8225MA	Crime Lab Manager, Senior
8226MA	Crime Lab Deputy Director
8228MA	Health Services Analyst
8229MA	Health Services Administrator

8230MA	Health Services Manager
8231MA	Health Services Manager, Senior
8232MA	Health Services Assistant Deputy Director
8233MA	Health Services Deputy Director
8234MA	Human Resources Analyst
8235MA	Human Resources Administrator
8236MA	Human Resources Manager
8237MA	Human Resources Manager, Senior
8238MA	Human Resources Assistant Deputy Director
8239MA	Human Resources Deputy Director
8240MA	Human Services Analyst
8241MA	Human Services Administrator
8242MA	Human Services Manager
8243MA	Human Services Manager, Senior
8244MA	Human Services Deputy Director
8246MA	Learning and Organizational Development Administrator
8247MA	Learning and Organizational Development Manager
8248MA	Learning and Organizational Development Manager, Senior
8249MA	Learning and Organizational Development Deputy Director
8251MA	Legal Services Analyst
8252MA	Legal Services Manager
8253MA	Supervising Deputy County Counsel
8255MA	Library Manager
8256MA	Library Manager, Senior
8257MA	Library Deputy Director
8259MA	Medical Services Manager
8260MA	Medical Services Manager, Senior
8261MA	Medical Services Assistant Deputy Director
8262MA	Medical Director (*previously Medical Services Deputy Director)*
8263MA	Senior Medical Director (*previously Senior Medical Director)*
8265MA	Operations and Maintenance Analyst
8266MA	Operations and Maintenance Administrator
8267MA	Operations and Maintenance Manager
8268MA	Operations and Maintenance Manager, Senior
8269MA	Operations and Maintenance Deputy Director
8271MA	Procurement Contract Analyst
8272MA	Procurement Contract Administrator
8273MA	Procurement Contract Manager
8274MA	Procurement Contract Manager, Senior
8275MA	County Procurement Officer
8276MA	Procurement Contract Assistant Deputy Director
8277MA	Public Information and Affairs Analyst
8278MA	Public Information and Affairs Administrator
8279MA	Public Information and Affairs Manager
8280MA	Public Information and Affairs Manager, Senior
8281MA	Public Information and Affairs Assistant Deputy Director

8283MA	Real Estate Analyst
8284MA	Real Estate Manager
8285MA	Real Estate Manager, Senior
8286MA	Real Estate Deputy Director
8287MA	Public Information and Affairs Deputy Director
8288MA	Registrar of Voters Administrator
8289MA	Registrar of Voters Manager
8290MA	Registrar of Voters Manager, Senior
8291MA	Regulatory Compliance Administrator
8292MA	Regulatory Compliance Manager
8293MA	Regulatory Compliance Manager, Senior
8294MA	Regulatory Compliance Assistant Deputy Director
8295MA	Regulatory Compliance Deputy Director
8296MA	Research, Policy and QA Analyst
8297MA	Research, Policy and QA Administrator
8298MA	Research, Policy and QA Manager
8299MA	Research, Policy and QA Manager, Senior
8300MA	Research, Policy and QA Deputy Director
8301MA	Risk Management Analyst
8302MA	Risk Management Administrator
8303MA	Risk Manager
8304MA	Risk Manager, Senior
8305MA	Risk Management Deputy Director
8353MA	Deputy County Surveyor
8354MA	County Surveyor
8356MA	Technology Services Administrator
8357MA	Technology Services Manager
8358MA	Technology Services Manager, Senior
8359MA	Technology Services Assistant Deputy Director
8360MA	Technology Services Deputy Director
8364MT	Coroner Assistant Deputy Director
8365MT	Coroner Deputy Director
8378MP	Probation Assistant Division Manager
8379MP	Probation Division Manager

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MEMORANDUM OF UNDERSTANDING
2026 – 2027
COUNTY OF ORANGE
AND
THE ORANGE COUNTY MANAGERS ASSOCIATION (OCMA)

ORANGE COUNTY MANAGERS ASSOCIATION

Signed by:
Marianne Reinhold
FC481B17A5EF406...

Marianne Reinhold
Chief Negotiator

Signed by:
Stacey McCoy
6B56698C1D86488...

Stacey McCoy
OCMA Executive Director

Signed by:
Helen Hernandez
8577B8703AD4483...

Helen Hernandez
OCMA President

Signed by:
Stephanie Boffa Wilkening
E6FA5225F89144B...

Stephanie Boffa
Vice President

Signed by:
69C5A21FAD0D459...

Jennifer Fiore
Treasurer

Date: 9/22/2026

COUNTY OF ORANGE

Signed by:
KC Roestenberg
74BFA6E50F834F8...

KC Roestenberg
Interim County Executive Officer

Signed by:
Jamie Newton
64F39857BB9B41F...

Jamie Newton
Chief Human Resources Officer

Signed by:
Hetal Patel
39CC47824EFC430...

Hetal Patel
Director, Employee & Labor Relations

DocuSigned by:
00514730F26D481...

James Harman
Chief Negotiator

Signed by:
Traci Becerra
135D34616A2148D...

Traci Becerra
Sr. Employee & Labor Relations Mgr.

Date: 9/28/2026