MEMORANDUM OF UNDERSTANDING

SHERIFFS SPECIAL OFFICER UNIT

2026 – 2027

COUNTY OF ORANGE
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION

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This Memorandum of Understanding adopted by the Board of Supervisors on August 25, 2026 sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Sheriffs Special Officer Unit for the period beginning June 26, 2026 through August 31, 2027. Unless otherwise indicated herein, all provisions shall become effective June 26, 2026.

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DEFINITIONS

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

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.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

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

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

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

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

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

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.

HEALTHCARE OR HEALTHCARE LEAVE shall mean and be synonymous with the terms “sick” and/or “sick leave.”

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 a Leave of Absence.

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

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

PERSONAL BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management. Personal business includes personal emergencies.

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

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

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

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

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

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

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

ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek 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 workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or Department Operations Center (DOC), shall be overtime.

B. The official FLSA work period for Sheriffs Special Officers shall be twenty-eight (28) days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each twenty-eight (28) day period shall be divided into two (2) fourteen (14) day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each fourteen (14) day period. Work ordered and performed in excess of eighty (80) hours of paid time in each fourteen (14) day period in accordance with an emergency declared by the Board of Supervisors shall be overtime.

C. The work period for all other employees in FLSA exempt classifications may be established on a pay period basis, starting on a Friday and ending on the second Thursday thereafter. Such employees who occupy full-time positions shall be scheduled to work eighty (80) hours in each work period. Employees shall receive compensation on a biweekly basis.

1. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Work ordered and performed in excess of eighty (80) hours actually worked in a work period shall be overtime. Work ordered and performed in excess of eighty (80) hours of paid time in accordance with an emergency declared by the Board of Supervisors shall be overtime.

2. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such

hours of work for each division or work unit in each department proposing implementation of such alternate work schedules.

3. An employee in this unit may request to trade his or her days of work for another employee's days of work provided both employees work in the same division, have the same classification and the days traded are within the same pay period. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed which would have been performed regardless of such trade shall be treated in accordance with Section 1.A., above.

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

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

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

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

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

F. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

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

H. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by the Department.

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:

a four (4) ten (10) hour workdays per week;

b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks;

c. Three (3) twelve (12) hour days with an additional four (4) hours each workweek; or

d. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than three (3) such studies concurrently for the Department.

4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

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

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the Department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee's designated workweek for classifications designated as non-exempt from FLSA or eighty (80) in the pay period for FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

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

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. If the responsible supervisor determines that overtime is necessary on a situation already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.

4. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time off (CTO) or paid for at the option of the Department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

4. No scheduled compensatory time off will be cancelled except in cases of emergency.

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

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

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

Section 3. Rest Periods and Cleanup Time

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

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

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

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

Section 4. Premium Pay

A. Night Shift Differential

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

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

3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

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

3. Employees paid on a sixteen (16) hour shift basis are exempt from these provisions.

C. Call-Back Pay

1. When an employee returns to work because of a Department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Except as provided in 4.C.3., below, call-back shall be paid at one and one-half (1 1/2) times the regular rate.

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

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

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

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine (69) dollars per month) for all hours actually paid.

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

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

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

2. Qualified employees in the unit who, in addition to meeting the criteria in 1.a. and b. above, and when approved by the Division Commander, are certified by the Chief Human Resources Officer as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties, based on assignment requirements, shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty one (121) dollars per month) for all hours actually paid.

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

4. Bilingual pay shall not apply to workers' compensation supplement pay.

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

   a. Department need;

   b. availability of a qualified replacement; and

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

6. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

E. Training Officer Assignment Pay

Employees in the classification of Sheriffs Special Officer assigned to John Wayne Airport, Security Bureau, Court Operations, all jail facilities or the Training Academy on a regular, full-time basis who are responsible for training new Sheriffs Special Officers shall be paid two dollars ($2.00) per hour for all hours assigned to perform such training functions.

F. Emergency Communications Training and Certification Pay

1. Employees in the classification of Sheriffs Special Officer I, II who are assigned to receive training as or act in the capacity of a Radio Dispatcher or Communication Coordinator shall receive an additional two dollars and three cents (2.03) per hour for all hours assigned while training or acting in the capacity of a Radio Dispatcher or Communication Coordinator at the Emergency Communications Bureau.

2. If, during the term of the contract, the difference between the step twelve (12) hourly rate of the Radio Dispatcher or Communication Coordinator classification and the step twelve (12) hourly rate of the Sheriffs Special Officer II classification exceeds two dollars and three cents (2.03) per hour, the premium will be adjusted accordingly.

G. Quartermaster Pay

Effective as of the first day of the first full pay period after adoption by the Board of Supervisors on or after June 30, 2023, employees in an active pay status in the classification of Sheriffs Special Officer assigned on a regular, full-time basis by the department to the Quartermaster Unit who possess a valid Class A or B driver's license shall be paid an additional monthly premium of seventy-five dollars ($75) per month (approximately $34.62 biweekly).

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

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

Section 2. Pay for New Employees

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

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

C. The department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the Department Head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

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

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

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

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

Section 3. Merit Increase Within Range

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

B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class.

When an employee is absent from work for more than thirty (30) consecutive calendar days, the merit increase eligibility date shall be extended by the number of days the absence exceeds thirty (30) consecutive calendar days and rounded to the first day of the first full pay period.

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 first full pay period.

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

C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. 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.

D. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. A performance rating of “meets performance objectives” shall earn a two (2) step increase.

E. 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.

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

Section 4. Salary on Promotion

A. Except as modified by B. and C., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class, except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.

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

C. Upon recommendation of the department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5. Salary on Reassignment

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

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

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

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

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary schedule, their salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. Salary on Reduction

A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.B., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.

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

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

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

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

1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of

calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

Y-RATE SCHEDULE

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

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

Section 7. Salary on Reclassification

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

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

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

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

Section 8. Salary on Reemployment

A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

Section 9. Changes in Salary Allocation

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XVIII.

B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

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

Section 11. Paycheck Deposit

A. The County will permit an employee to authorize automatic deposit of his or her Paycheck to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee’s choice.

Section 12. Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.

ARTICLE III GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

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

2. Part-Time Employees

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

B. Promotional Probation

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

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

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

2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

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

C. Failure of Probation

1. New Probation

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

2. Promotional Probation

a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

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

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

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

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When a Department Head or his/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 E1., 2. and 3. of this Article, below, and an employee who is permitted by the Department to work beyond the end of a probation period shall be deemed to have passed such probation period.

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

E. Extension of Probation Periods

1. When an employee is absent from work for more than thirty (30) consecutive calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

   An employee who is on Administrative Leave with Pay or suspended shall have their probation extended by the length of the Administrative Leave with Pay or suspension, and rounded to the first day of the first full pay period.

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. With the mutual agreement of a new probationary employee and his or her Department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days and rounded to the first day of the first full pay period provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the Department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

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

Section 2. Performance Evaluation

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

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

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

Section 3. Contents of Personnel File

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

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

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

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

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

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

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

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term 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 annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.

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

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

Section 5. Temporary Promotion

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

B. The Department may, at its option, waive the one hundred 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 eighteen (18) months.

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

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

Section 6. Reemployment of Employees on Disability Retirement

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

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A., above, who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such

list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

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

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

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

Section 7. Reemployment of Regular Employee

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

Section 8. 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 department to another.

Section 9. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:

A. the employee's performance “meets” or “exceeds” performance objectives; and

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

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

Section 10. Training

A. Upon approval of the Department Head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.

B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.

ARTICLE IV LEAVE PROVISIONS

Section 1. Healthcare Leave

A. Healthcare Leave Accrual

1. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare 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).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare 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).

3. Healthcare leave earned shall be added to the employee's healthcare 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.

B. Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of healthcare leave, until all annual leave has been taken, unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, or preventative care. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

    a. An employee with an annual leave balance may use healthcare leave for absences resulting from an employee’s illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.

2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee's family member or eligible person as defined by applicable law. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild, or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

    a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member's illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-10 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

3. Absence from duty because 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).

4. Leave for School and Child Care Activities (terms specified in Section 2.C.1 below).

5. Illness while on paid vacation will be charged to healthcare 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 healthcare leave.

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

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

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

7. 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.

8. Absence from duty because of personal business not to exceed fifty (50) working hours during the fiscal year.

9. Up to twenty-four (24) hours of healthcare leave per fiscal year may be donated as a part of the County's Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:

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

   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. General Provisions

1. 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.

2. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:

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

Years of Service	Percent of Unused Healthcare 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 healthcare 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 healthcare leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated healthcare/ leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

3. 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 healthcare 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 healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2. Authorized Leave

A. Discretionary Leave of Absence

1. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.

2. 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. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted.

3. Official Leave

   a. A regular, limited-term or probationary employee may request an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year. Employees will be required to use available Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted.

   b. An Official Leave of Absence may be extended for up to an additional year at the discretion of the department. Failure to request an extension before the end of the Official Leave may result in denial of that extension.

4. General Provisions – Discretionary Leave

   a. A request for a Discretionary Leave 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 date of return.

   b. A request for Discretionary Leave 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.

c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five (5) business days of receiving the request, however this timeline may be extended as necessary if further information is required from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

d. If the department modifies or does not approve a request for Leave, the employee may, within fourteen (14) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department's modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 6. Absence Without Authorization.

f. A Discretionary Leave not covered by employee's balances shall not be credited toward service hours. This does not apply during any portion of the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act

a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose.

Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.

b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.

c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA 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.

d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act

a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.

b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.

c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, Sick/Healthcare balances, Compensatory, and PIP balances in that order.

d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave, Sick/Healthcare, Vacation, Compensatory, and PIP balances, in that order.

5. Pregnancy Disability Leave

   a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, "PDL" under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up 693 hours of PDL for each qualifying leave.

   b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation, Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.

   c. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section B.5.b., above (Pregnancy Disability Leave).

6. Parenthood Leave

   a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

   b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probationary employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

   c. To qualify for Parenthood Leave, employees must meet the following conditions:

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

2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.

3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.

4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b. above (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b above (Family and Medical Leave Act and/or California Family Rights Act).

5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Sick/Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

7. Military Leave

a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.

b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the expected start date of the leave, and the probable date of return to work.

c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.

d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.

e. Military Leave shall be credited toward continuous County service.

8. Verification

a. A request for Leave 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, the date of return, and the required documentation supporting the request.

b. As a condition to the approval of a medical Non-Discretionary Leave of Absence, an employee will be required to furnish medical certification from the employee's health care provider which states: (1) the date on which the Leave is to commence; (2) the date on which the Leave is to end; (3) that the employee cannot perform their duties because of the employee's own serious health condition.

c. To request Leave to care for another eligible person, an employee is required to furnish medical certification from the eligible person's health care provider with the same information listed in 8.a and 8.b above and stating that the employee cannot perform their duties because the leave is required to care for the-eligible person pursuant to applicable law.

d. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

e. Failure to provide satisfactory verification of the necessity for a Non-Discretionary Leave of Absence may be grounds for denial of the leave.

f. If the department modifies or does not approve a request for Non-Discretionary Leave of Absence, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall include the department's modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

9. General Provisions – Non-Discretionary Leave

   a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).

   b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.

   c. Any portion of the leave which is unpaid shall not be credited toward service hours.

C. Other Leaves of Absence

1. Leave for School and Child Care Activities

   a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, 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 take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child's school-related disciplinary issue.

   b. A qualifying employee must use Annual Leave, Vacation, Compensatory, or PIP balances for Leave for School and Childcare Activities. A qualifying employee may also use up to ten (10) hours of Healthcare Leave in accordance with Article IV, Section 1.B.4 per fiscal year, to attend such events. If an employee chooses not to use all 10 hours of Healthcare Leave for this leave, the employee is required to use Annual Leave, Vacation, Compensatory, and PIP balances in that order for the Leave for School and Childcare Activities. (Annual Leave must be exhausted before the use of Healthcare Leave pursuant to Article IV, Section 1.B). If an employee has exhausted leave balances, an employee may elect to take the leave unpaid.

2. Bereavement Leave

   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 not 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.B.8, Article V, or Article VI.

Section 3. Jury Duty Leave

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

Section 4. 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 5. Leave for OCEA Business

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.

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

1. OCEA shall make a request to the Department Head at least ten (10) days in advance.

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

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

Section 6. Absence Without Authorization

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

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 6.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

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

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

3. A statement of the employee's right to respond, either orally or in writing, prior to the 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 automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her Department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., 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 use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absences is appropriate.

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

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

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 7. OCEA Presidential Leave

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

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

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

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

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

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 “meets” or “exceeds” performance objectives.

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 healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

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

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

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

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

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

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

Section 8. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, sick` /healthcare leave (24 hours maximum per fiscal year), compensatory time and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

ARTICLE V VACATION

Section 1. Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a pro-rated basis. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D. 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 two hundred forty (240) 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 (20,800 regularly scheduled hours) shall be three hundred twenty (320) 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. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Article V., Section 2.C.

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

C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) Vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C., and D.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

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

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

G. Vacation shall be scheduled for employees by the Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

H. No scheduled vacation will be cancelled by the department, except in cases of emergency.

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

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

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

L. 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 vacation earning rates.

Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances

After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty five (25) hours each or one (1) increment of up to fifty (50) hours. Such payment shall be made upon request unless the Department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

B. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave

1. An employee with an annual leave balance may cash out vacation time if the employee's accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D., above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee's vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year, except if the employee has eighty (80) or more hours of accrued, unused Annual Leave balances then they may cash out up to one hundred (100) hours of vacation each fiscal year.

ARTICLE VI ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977, and before October 22, 2019.

Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective as soon as practicable following adoption of the MOU by the Board of Supervisors, employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

Section 2. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

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

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

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

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

5. Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to 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. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

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

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 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including 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.

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

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

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

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

Section 4. General Provisions

The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement,

the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Annual Leave Payoff Provisions

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 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.

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

Years of Service	Maximum Payoff
Less than 3 years	160 hours maximum paid at 100%
3 but less than 10 years	240 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.D. Remaining hours, up to the accrual limits

specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), 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.

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 will be prorated.

D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. 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%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

E. 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, Pregnancy Disability Leave, Workers' Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.

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

C. Except as provided in E. below, when a holiday other than New Year's Day, Independence Day (July 4th), or Christmas Day falls on a Sunday, the next day shall be observed as the holiday. When New Year's Day, Independence Day (July 4th), or Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on January 1, July 4, or December 25 as part of the employee's normal work schedule. In such cases the employee may, with department approval, observe the New Year's Day, Independence Day (July 4th), or Christmas holiday on January 1, July 4, or December 25, respectively. Under no circumstances shall an employee receive holiday compensation for both January 1, July 4, or December 25 and the following Monday.

D. Except as provided in E., below, when a holiday other than New Year's Day, Independence Day (July 4th), or Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. When New Year's

Day, Independence Day (July 4th), or Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on January 1, July 4, or December 25 as part of the employee's normal work schedule. In such cases the employee may, with department approval, observe the holiday on January 1, July 4, or December 25, respectively. Under no circumstances shall an employee receive holiday compensation for both January 1, July 4, or December 25 and the Friday immediately.

E. If at the direction of the Department Head and with approval from the CEO and CHRO, a department observes the New Year's Day, Independence Day and/or Christmas Day holiday on a Saturday or Sunday rather than on the County-observed holiday occurring on the prior Friday or following Monday, the employee will be provided at least thirty (30) days' notice that Department will observe the holiday on January 1, July 4, or December 25, respectively. Under no circumstances shall an employee receive holiday compensation for both the actual holiday and the Friday immediately preceding or the following Monday, as applicable.

Section 2. Eligibility for Holiday Pay

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

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

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

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

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

Section 3. Holiday Pay

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

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

C. Compensation for Holidays Falling on Scheduled Days Off

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

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

D. Compensation for Work on Holidays

1. An employee who is required to work on Farmworker's Day, Juneteenth, Native American Day, Veterans Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

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

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

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

F. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation or annual leave balance.

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

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

ARTICLE VIII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

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

1. Except as provided in A.2., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

2. Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

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

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

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

2. Unless the employee claims the ten (10) dollar minimum and the Department certifies that the employee was required to use a privately owned vehicle on County business.

Section 2. Personal Property Reimbursement

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

Section 3. Educational and Professional Reimbursement

Eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).

Section 4. Boots

A. A Department Head may authorize the provision of safety work boots for employees who are required to furnish their own safety work boots up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher, or a reimbursement per the following:

1. As a result of their duties, the employees are required to wear safety compliant work boots.

2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.

4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.

5. The department is able to absorb any increased costs within its existing budget.

6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

B. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.

ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

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

B. A written reprimand or substandard performance evaluation (i.e., a rating of "does not meet performance objectives") given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

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

1. Whenever practicable, be given an opportunity to respond to the proposed suspension to a designated Department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

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

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

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

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

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or to the last personal email address on record with verification via read receipt or an acknowledgement of receipt, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. 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 5. Reduction

A. No regular employee or limited-term 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 the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

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

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

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

Section 7. Polygraph Examination

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

Section 8. Investigatory Meetings

A. An employee required to attend an investigatory 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 OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.

ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

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

B. Specifically excluded from the scope of grievances are:

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

2. Matters which have other means of appeal;

3. Position classification;

4. Performance evaluations with a rating of “meets” or “exceeds” performance objectives.

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

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

E. A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation. Once the EEO Office has

completed the intake, review, and if applicable, investigation, the grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall resume, unless timelines are extended by mutual agreement.

F. 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.

G. 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.

H. 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.

I. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

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

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

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.

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

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

Section 5. Time Off for Processing Grievances/Appeals

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

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

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

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

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

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant

or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

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

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

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

Section 6. Informal Discussion

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

Section 7. Grievance/Appeal Steps

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

Step 1: Department Head

An employee may formally submit a grievance to the department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within fourteen (14) calendar days after receipt of the written grievance, the department head, or his or her designee(s), shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

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 performance evaluation rating of “does not meet performance objectives”;

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

d. a written reprimand;

e. a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3; or

f. a release from promotional probation alleging discrimination pursuant to Article III, Section 1.C.3.

Items a., b., c., or d., above, may be appealed in writing to the Chief of Employee Relations within fourteen (14) calendar days after receipt of the written decision from Step 1. Items e. or f., above, and/or appeal of a suspension and/or a reduction ordered by the 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 of Employee Relations 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 of Employee Relations in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within fourteen (14) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

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

B. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 3, it may be presented to the Chief of Employee Relations within fourteen (14) calendar days from the date the decision was rendered.

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

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

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

e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator’s decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

b. Remedies - All Disciplinary Actions (Other than Discharge)

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

2. Suspensions/Reductions

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

c. Remedies - Discharges

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

2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

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

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

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

2. Findings of Facts and Remedies

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

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

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

1. The probationary release may be sustained.

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

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

D. General Provisions

1. Except as otherwise required by law, all the costs of arbitration shall be shared equally in all cases by the County and the appealing party. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

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

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

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State 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.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after

such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

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

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

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

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

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

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

10. The parties agree to forego the use of briefs whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a new hire probation release or suspension.

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

12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within fourteen (14) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within fourteen (14) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provisions

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

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

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

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

Section 2. Order of Layoff

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

1. Employment status,

2. Past performance,

3. Length of continuous service with the County.

B. Layoffs shall be made by class within the Department except that:

1. Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

2. Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of the Department.

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

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

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

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

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

Section 3. Computation of Layoff Points

Seniority Points:

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

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

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

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

Section 4. Notification of Employees

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

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

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

Section 5. Voluntary Reduction in Lieu of Layoff

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

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify the Department in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

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

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

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

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

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

Section 7. Reemployment Lists

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

1. Persons Laid Off

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

2. Persons Who Exercise Their Rights Under Section 5

The names of persons who exercise their rights under Section 5. shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from

which reduced, excluding any classes at or below the level of the class currently held.

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

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

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

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

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

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

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

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

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

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

Section 8. Status on Reemployment

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

1. All healthcare leave credited to the employee's account or any unpaid annual leave when laid off shall be restored.

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

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

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

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

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

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.

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

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq., or Labor Code 4850 et. seq. for the classification of Sheriffs Special Officer.

Section 2. Exhaustion of 4850 Benefits

When an employee has exhausted all benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of County employment, the provisions of Section 3. (below), Worker's Compensation Supplement Pay, shall apply.

Section 3. Workers' Compensation Supplement Pay

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

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

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

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

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

F. When an employee is no longer entitled to receive workers' compensation supplement pay or 4850 Leave, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

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

H. Nothing in this provision shall be construed as waiving any right to greater benefits which may be available pursuant to Labor Code Section 4850.

Section 4. 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, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee's option, in that order.

ARTICLE XIII SAFETY

Section 1. General Provisions

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

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

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

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

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

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

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

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

Section 2. Safety Inspection

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

Section 3. Abatement of Violations

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

Section 4. Safety Representatives

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

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

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

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

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

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

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

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

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

Section 5. Resolution of Safety or Health Complaints

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

ARTICLE XIV UNIFORMS AND SPECIAL EQUIPMENT

Section 1. Uniforms

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

Sheriffs Special Officer I
Sheriffs Special Officer II

Section 2. Special Equipment

The County will provide employees in the classes of Sheriffs Special Officer I and II with firearms, batons, handcuffs and leather goods whenever these items are required by the County.

ARTICLE XV OCEA AND EMPLOYEE RIGHTS

Section 1. Employee Rights

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

Section 2. Payroll Deduction

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

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

Section 3. Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4. Use of Bulletin Boards

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

Section 5. Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.

ARTICLE XVI MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County 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 XVII NONDISCRIMINATION

Section 1.

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

Section 2.

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

ARTICLE XVIII POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

The County will provide OCEA an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2. Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to the Department Head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate Department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Chief Human Resources Officer with a recommendation that a classification study be conducted.

A. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.

B. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.

Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

a. If the study is justified and the request is made under Section 2.a., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

b. If the study is justified, and the request is made under Step 2.b., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.

Section 5. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

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

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

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.

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

ARTICLE XIX INSURANCE

Section 1. Health Plans and Premium Contributions

A. Full-Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

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

   a. Employee Only Coverage - eighty-five 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 plan 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 plans and their 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 (32½%) 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 Coverage – one hundred percent (100%) of the premium;

   b. Employee and Dependent Coverage – per 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 by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the 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 each EME. EME dependents 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. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse's health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

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

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

G. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

H. Effective January 1, 2024, County health insurance plans will be 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 of the month following the completion of the

remaining days of the thirty (30) day waiting period, unless otherwise required by state or 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 qualifying life event beginning with Plan Year 2021 provided they 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.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance 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 at each Open Enrollment.

E. Employees eligible for a pension at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. 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 XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund; the County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.

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

D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund's compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500.

2. The annual report shall include the following information:

    a. the actual cost of benefits provided by the trust fund;

    b. member contributions to the cost of benefits provided by the trust fund;

    c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);

    d. a summary of other trust fund expenditures; and

    e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County's written request or the report's completion, whichever shall last occur.

3. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of 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 5. Retiree Medical Plan

A. Retiree Medical Grant

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 sixty-five (65) for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

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

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

3. 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 retiree health insurance plan and/or Medicare premiums as provided below.

a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten 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 during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three 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 (7-1/2%) 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 (7-1/2%) per year for each year of age the employee is greater than age sixty (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.3.b.1 and 5.A.3.b.2 shall not apply to Disability Retirements.

4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of

the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age sixty-five (65) on or prior to September 12, 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-time opportunity of thirty (30) days to enroll in a County offered retiree 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 or to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

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

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

2. An employee who is employed by the County prior to June 23, 2006 who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately 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 ten (10) or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the

Grant. Employees who were 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, have been given the option to elect keep their 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 will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired 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 eight hundred and fifty-five dollars ($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 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 25 shall receive eight hundred and fifty-five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. 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.

b. A retiree with a minimum of five (5) years of credited County service who receives a non service-connected disability retirement pension under OCERS 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.

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

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

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

3. 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 and elects deferred retirement status shall not become eligible for participation in the Grant.

D. 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 has been continuously employed by the County from August 1, 1993 until his or her retirement.

E. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement 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.

F. 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 25-year cap.

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

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) was 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 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 6. Reopener as a Result of the ACA

The County may reopen negotiations on this Article[1] and other provisions of the MOU (e.g., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes 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.

Section 7. Accidental Death and Dismemberment Insurance

The County shall provide basic accidental death and dismemberment insurance in the amount of one hundred thousand dollars ($100,000) for all Sheriffs Special Officer employees without proof of insurability. The policy shall provide benefits for death or dismemberment occurring in the line of duty. Such insurance will be subject to the limitations of liability contained in those insurance policies.

[1] Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.

ARTICLE XX DEFINED CONTRIBUTION

Section 1. An employee in a regular position may, at the employee's request, participate in the County's Section 457(b) Defined Contribution Plan.

Section 2. The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County's Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the "1.62% at 65" retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be "new members" within the meaning of PEPRA).

a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee's base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee's date of hire.

c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. 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.

f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.

ARTICLE XXI RETIREMENT

Section 1. Retirement Benefit Levels

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 A.2 and A.3 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 eligible 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 eligible 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. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.

a. Employees hired prior to May 7, 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 2a 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 3 below.

d. Effective with the beginning of 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 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 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 is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day 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 3 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 2.B and C 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 2.B and C. below

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

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

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

C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, ie., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (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 employee 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. Reduction in Reverse Pickup

a. Effective the first day of the first full pay period following Board of Supervisors adoption of this 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.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee's paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2% for a total fixed ongoing 3.6% reduction of the employee's paid reverse pickup.

e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.

Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement Section 457(b) Defined Contribution Plan (the "DC 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 or 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 Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee's base salary (the "match"). County contributions to the Section 401(a) Defined Contribution 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 Plan(s) and the County contributions to the Section 401(a) Defined Contribution 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.

Section 4. 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. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.

ARTICLE XXII SEPARABILITY

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

ARTICLE XXIII RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Sheriffs Special Officer Unit for classes in effect on June 26, 2026. Said classes are listed in Appendix A.

ARTICLE XXIV FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Flexible Spending Account (DCFSA)

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

Section 2. Health Care Flexible Spending Account (HCFSA)

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

ARTICLE XXV PERFORMANCE INCENTIVE PROGRAM (PIP)

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year.

All other performance management components of PIP remain in effect.

ARTICLE XXVI LABOR MANAGEMENT COMMITTEES

Section 1. Department Labor Management Committees

A. Introduction

1. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of Department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

2. The Labor Management Committee (LMC) process is intended for department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

3. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

4. An issue may be considered by the LMC members unless the issue:

   a. Concerns only an individual employee, such as that employee's performance evaluation, PIP award, discipline or an individual problem with another employee;

   b. Has County-wide impact; or

   c. Involves the classification of one or more employees.

5. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

   5. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.

B. Structure

1. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.

   a. Every department shall have an LMC.

   b. The department LMC structure shall consist of management representatives selected by the department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

   c. Each department LMC shall have two sponsors who may or may not be members of the LMC: the department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

C. Time Off for LMC Activities

1. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

2. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

D. Process

1. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

2. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

3. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the

employee who submitted the workplace issue to obtain additional information/clarification.

4. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

5. Within 30 days of receipt of the LMC recommendation, the department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.

6. Any issue which is not resolved by the department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.

Section 2. Generative Artificial Intelligence (Gen AI)

A. The County and OCEA desire to promote and maintain harmonious labor/management relations through open lines of communication regarding the fast-developing area of generative artificial intelligence (Gen AI). The County agrees to meet with OCEA up to two (2) times per fiscal year with up to four (4) management and up to four (4) labor representatives for meetings lasting up to two (2) hours in duration. The topic of the meetings will be focused on the use of Gen AI, as defined by the County's Generative AI policy regarding the legal and ethical use of Gen AI technology, and impacts of such use on County employees.

B. Nothing in this Section supersedes existing meet and confer legal obligations under the provisions of the Meyers-Milias-Brown Act ("MMBA" as codified in California Government Code § 3500 et seq.).

ARTICLE XXVII SALARY

Effective the first day of the first pay period following adoption of the 2026-2027 MOU, the salary schedule will be increased by 3.0%.

ARTICLE XXVIII DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.

ARTICLE XXIX 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

Classes included in the Sheriffs Special Officer Unit as of June 26, 2026:

6109SO Sheriff’s Special Officer I
6112SO Sheriff’s Special Officer II

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MEMORANDUM OF UNDERSTANDING
2026 - 2027
COUNTY OF ORANGE
AND
ORANGE COUNTY EMPLOYEES ASSOCIATION
SHERIFF'S SPECIAL OFFICER UNIT

ORANGE COUNTY
EMPLOYEES ASSOCIATION

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COUNTY OF ORANGE

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on behalf of
9/2/2026

KC Roestenberg — Date
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Chief Human Resources Officer

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