Revision to ASR and/or Attachments

2016 NOV 16 PM 1:00

Date: **11/14/2016**

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: **Brenda Diederichs, Chief Human Resource Officer**

Re: ASR Control #: 16-001405, Meeting Date 11/22/16 Agenda Item No. # 47

Subject: Revise Language to Memorandum of Understanding with Deputies' Union

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Explanation: Modification to the Background section as noted below and updates to Attachment A, B, C, D and E.

☐ Revised Recommended Action(s)

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary

Replace sentence on 2nd page:

~~An employee promoted to an AOCDS-represented classification with a performance evaluation date within 90 days before a promotion shall receive the performance evaluation before the promotion.~~

An employee promoted to an AOCDS-represented classification with a performance evaluation date within 90 days from/after a promotion shall receive the performance evaluation before the promotion.

Add sentence on 3rd page:

Article VIII, Section 3(G)
The current MOU language allows employees to elect to either take compensatory time off for time worked on holiday or to be paid the compensatory time at the discretion of the County. The proposed revised language allows the determination to be made at the discretion of the employee.

☒ Revised Attachments (attach copy of revised attachment(s))

Please replace Attachments A, B, C, D and E.

MEMORANDUM OF UNDERSTANDING

PEACE OFFICER UNIT AND SUPERVISING PEACE OFFICER UNIT

2016 - 2019

COUNTY OF ORANGE
AND
ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

MEMORANDUM OF UNDERSTANDING

2016 - 2019

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE

PEACE OFFICER UNIT

AND

SUPERVISING PEACE OFFICER UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the Association Of Orange County Deputy Sheriffs as the Exclusively Recognized Employee Organization for the Peace Officer Unit and Supervising Peace Officer Unit for the period beginning July 1, 2016 through June 30, 2019.

PREAMBLE

Recognition

Pursuant to the provisions of the Employee Relations Resolution of the County of Orange and the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.), the Association of Orange County Deputy Sheriffs, hereinafter referred to as AOCDS, was certified on January 3, 1979, as the Recognized Employee Organization for the Peace Officer Unit and Supervising Peace Officer Unit with respect to wages, hours and other terms and conditions of employment. The County hereby recognizes AOCDS as the exclusive representative of employees in these units.

DEFINITIONS

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

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

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

COUNTY shall mean the County of Orange.

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

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

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

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

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

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

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

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

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

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

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

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

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

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

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

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

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

SENIORITY shall mean total continuous full-time equivalent service as a regular employee unless the context herein indicates otherwise.

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

ARTICLE I WORK PERIOD, OVERTIME AND PREMIUM PAY

Section 1. Work Period

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

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

B. Work Periods for Purposes of MOU Overtime

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

C. Work Periods for Purposes of FLSA Overtime

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

D. Work Extensions Resulting in Overtime

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

E. Review of Work Extension Exception

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

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

G. Schedules

1. Notice of Shift Changes

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

2. Shift Trades

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

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

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

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

3. Biannual or Monthly Shift Trades

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

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

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

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

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

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

Section 2. Rest Periods and Cleanup Time

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

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

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

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

Section 3. Overtime

A. Notification of Employees of Work Required beyond Normal Schedule

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

be compensated for these excess hours at the overtime rate as defined by Section 3.C.1. below.

B. Distribution of Overtime

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

C. Payment for Overtime

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

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

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

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

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

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

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

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

Section 4. Premium Pay

A. Night Shift Differential

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

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

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

B. On-Call Pay

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

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

C. Call-Back Pay

1. When an employee returns to work because of a department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours

work plus any hours of work in excess of four (4) hours which do not overlap the employee's regular shift, in which the employee is continuously engaged in work for which he or she was called back.

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

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

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

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

D. Bilingual Pay

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

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

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

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

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

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

Sergeant

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

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

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

1. A full-time, limited-term or probationary employee who complies with the procedure in E.3. below shall be paid five (5) percent of individual base pay for an Intermediate P.O.S.T Certificate, nine (9) percent of individual base pay for an Advance P.O.S.T. Certificate and nine and one-half (9.5) percent of individual base pay for a Supervisory P.O.S.T. Certificate.

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

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

F. Hazardous Devices Assignment Pay

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

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

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

G. Helicopter Pilot and Fixed Wings Pilot/Observer Assignment Pay

Employees on pay status and assigned as a Helicopter Pilot on a regular, full-time basis shall receive the equivalent of two hundred sixty-seven dollars and sixty-nine cents ($267.69) biweekly (approximately five hundred eighty [580] dollars per month). Effective the first pay period in January, 2017, employees on pay status and assigned as a Fixed Wings Pilot/Observer on a regular, full-time basis shall receive the same assignment pay.

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

H. Helicopter Observer Assignment Pay

Employees on pay status and assigned as a Helicopter Observer on a regular, full-time basis shall receive the equivalent of one hundred sixty-three dollars and eighty-five cents ($163.85) biweekly (approximately three hundred fifty-five [355] dollars per month).

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

I. Dive Team Assignment Pay

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

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

J. Training Officer Assignment Pay

Employees assigned to patrol, Harbor, or to the Sheriffs' Training Academy on a regular full-time basis who are assigned to train Deputies shall be paid two dollars ($2.00) per hour for all hours assigned to perform such training functions. Employees assigned to the Jail on a regular, full-time basis who are

assigned to train Deputies shall be paid one dollar ($1.00) per hour for all hours assigned to perform such training functions.

Effective the first pay period in January 2017, the following training officer pays will be implemented:

- Employees employed by the District Attorney's Office on a regular full-time basis who are assigned to train District Attorney employees shall be paid two dollars ($2.00) per hour for all hours assigned to perform such training functions.

- Employees assigned to Patrol on a regular, full-time basis who are assigned to train Deputies shall be paid three dollars and fifty cents ($3.50) per hour for all hours assigned to perform such training functions.

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

- Employees assigned to Harbor or Sheriffs' Training Academy on a regular full-time basis who are assigned to train Deputies shall continue to be paid two dollars ($2.00) per hour for all hours assigned to perform such training functions.

Members who have been receiving Training Officer Assignment Pay which is not expressly enumerated in the 2012-2016 MOU or a side letter agreement, and provided the member is performing work as a training officer, shall continue to receive the Training Officer Assignment Pay at $2.00 per hour for all hours assigned to perform such training functions until such time as the County and AOCDS complete negotiations on the terms and conditions for Training assignments/program.

K. <u>Master Field Training Officer Positions</u>

1. Effective no later than July 1, 2018:

   a. Master Field Training Officer shall receive a monthly premium pay of $695.00 in lieu of the $3.50 per hour Training Officer Assignment Pay;
   b. 30 positions designated as Master Field Training Officer assigned to Patrol Field Operations and/or Field Training Bureau working in the capacity of the Patrol Field Training Operations;
   c. The Sheriff's Department agrees to maintain the 30 Master Field Training Officer positions and shall fill any vacated position within a reasonable time period to accommodate recruitment;

d. Master Field Training Officers may be reassigned based on the needs of the Department's Field Training Program with the proper 14 day advance notice.

2. Effective in conjunction with the implementation of the Master Field Training Officer position, a new four tier promotional points system will be implemented as follows:

Old	New
06-11 months 1 point X 3 = **3 points** 12-23 months 2 points X 3 = **6 points** 24+ months 3 points X 3 = **9 points**	05-08 months 1 point X 3 = **3 points** 09-12 months 2 points X 3 = **6 points** 13-16 months 3 points X 3 = **9 points** 17+ months 4 points X 3 = **12 points**

3. During the term of the 2016-2019 MOU, the parties agree to continue negotiations in a good faith effort to reach agreement regarding additional revisions to the training program and Master Field Training Officer position. The subjects of the meet and confer will include, but are not limited to:

1. Selection Process
2. Training
3. Program Review
4. Promotional Points Qualification

In the event that an agreement is not reached regarding Section K.3., neither party may declare impasse nor unilaterally impose.

L. Motorcycle Officer Assignment Pay

Employees on pay status and assigned as a Motorcycle Officer on a regular, full-time basis shall receive the equivalent of one hundred fifteen dollars and thirty eight cents ($115.38) biweekly (approximately two hundred fifty [250] dollars per month.

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

M. Tactical Support Team Assignment Pay

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

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

N. Toxic Investigator Assignment Pay

Employees on pay status in the District Attorney's Office who are certified to perform toxic investigator duties, or an investigator on pay status in the Sheriff-Coroner Department who is trained and certified to investigate, seize, and dismantle clandestine laboratories, shall be paid, in addition to the regular salary, the equivalent of one hundred six dollars and fifteen cents ($106.15) biweekly (approximately two hundred thirty [230] dollars per month).

O. Mounted Assignment Pay

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

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

P. Harbor Assignment Pay

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

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

Q. Hazardous Devices Assignment Pay for Explosive Detection Squad

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

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

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

R. Tactical Support Team Assignment Pay for Hostage Negotiators

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

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

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

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

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

T. Inmate Transportation Pay

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

U. Canine Handler Maintenance Pay

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

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

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

V. Air Support Special Operations Pay

Effective the first pay period in January 2017, employees on pay status and assigned as a Helicopter Pilot on a regular, full-time basis who meet the minimum training and qualifications required of a Special Operations Pilot shall receive the equivalent of four hundred thirty eight dollars and forty-six cents ($438.46) biweekly (approximately nine hundred fifty [950] dollars per month).

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

W. Education Incentive Pay

Effective the first pay period in January 2019, employees who hold a Bachelor's Degree or higher from a college or university accredited by the Council for Higher Education Accreditation, International Association of Universities, or National Association of Credential Evaluation Services are eligible to receive one hundred fifteen dollars and thirty-eight cents ($115.38) biweekly (approximately two hundred and fifty [$250] dollars per month).

In order to receive the Education Incentive Pay, the employee must provide a written request to the Department with a copy of the employee's transcripts from the accredited institution awarding the Bachelor's Degree or higher degree. The Education Incentive Pay will be effective the first full pay period following the Department's receipt of the employee's transcripts reflecting the award of a Bachelor's Degree or higher from an accredited college or university.

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

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

Effective the start of the first payroll period following adoption of this memorandum of understanding by the Board of Supervisors, the unadjusted base hourly salary

rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 2.5%.

Effective the first payroll period in July 2017, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 1.5%.

Effective the first payroll period in January 2018, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 1.5%.

Effective the first payroll period in July 2018, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 1.5%.

Effective the first payroll period in January 2019, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 1.5%.

A one-time non-salary base building lump sum payment will be made to each employee in the bargaining unit equal to 0.5% of the employee's yearly base salary as of the day before the BOS adoption of the 2016-2019 memorandum of understanding. The lump sum will be paid to each employee within 60 days of the date on which the Board of Supervisors adopts this memorandum of understanding. Employees on unpaid status at the time the payment is dispersed will receive the payment when the employee returns to paid status.

Section 3. Step Increases

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

Section 4. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired, except as provided in 4.B, 4.C. 4.D., and 4.E. below.

B. Effective upon Board of Supervisors' adoption of the 2016-2019 MOU, new employees hired into the Deputy Sheriff I classification, who possess a California POST certificate at time of hire, Basic or higher, may be placed on any of the first seven (7) steps of the salary range under the authorization of the Sheriff. Such placement may be made only when, at the discretion of the Sheriff, there is a direct and measurable benefit to the County for such placement.

C. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize recruitment at a step higher than the first step of the range or may authorize that a particular position be filled at any step within the range. When the Board authorizes recruitment at a step higher than the first step of the range, or authorizes the filling of a position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships. Seven (7) days prior to the Chief Human Resources Officer recommending recruitment at a higher step to the Board, the County shall discuss with AOCDS the impact of such action.

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

E. Upon recommendation of the Sheriff or District Attorney the Chief Executive Officer may authorize the appointment of employees beyond step seven (7) of the salary range when there is direct and measurable benefit to the County for such appointment.

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

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

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

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

merit increase eligibility date to be extended a number of calendar days equal to the Official Leave, Parenthood Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence, suspensions, or Parenthood Leaves.

D. An employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed four thousand one hundred sixty (4160) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of four thousand one hundred sixty (4160) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply toward merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

E. An employee promoted to a classification represented by AOCDS and whose performance evaluation date is within 90 days from/after the effective date of the promotion, shall receive his or her performance evaluation prior to the effective date of the promotion. The performance evaluation will be based on performance up to the effective date of promotion. Any step increase resulting from the performance evaluation will increase the employee's step in the lower classification and will be effective the pay period immediately prior to effective date of the promotion . Salary on promotion shall be the recruiting step for the higher classification or an amount closest to a two-step increase above the salary level (including any merit increase) that is effective on the date of the promotion, whichever is higher, but not to exceed the top step of the range.

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

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

G. 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.

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

Section 6. Salary on Promotion

A. Effective as to employees promoted on or after the start of the first payroll period commencing on or after Board of Supervisors adoption of the 2012-2016 MOU or July 15, 2014, whichever event is the latter, and except as modified by B., below, a regular, limited-term or probationary employee promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first fifty-two (52) weeks of service in the new class. Employees promoted prior to the above effective date(s) shall remain subject to a merit step increase eligibility date following completion of the pre-existing twenty six (26) weeks of service in the new class.

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

Section 7. Salary on Reduction in Class

A. 1. When a probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 5.C.,

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

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

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

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

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

1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the

salary of the employee shall be reduced to the maximum salary for the new class.

Y-RATE SCHEDULE

Years of Full-Time Continuous Service	Duration of Y-Rate
Less than 5 years	Two years from the date of reclassification
5 years but less than 10 years	Three years from the date of reclassification
10 years but less than l5 years	Four years from the date of reclassification
15 years but less than 20 years	Five years from the date of reclassification
20 years but less 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 8. Salary on Reclassification

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

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

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

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

d. Probationary and probationary limited-term employees reclassified to a lower recruiting step shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

2. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 6.A. or 6.B.

3. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 7.D.

Section 9. Salary on Reemployment

A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing, may upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 4C,D or E.

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

Section 10. Changes in Salary Allocation

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

ARTICLE III EDUCATIONAL AND PROFESSIONAL REIMBURSEMENT

Section 1. Objective

The Educational and Professional Reimbursement Program is designed to encourage employees to continue their professional development through a variety of opportunities. In order to qualify for the program, one or more of the following criteria must be met:

- Related to the work of the employee's position or occupation
- Prepares the employee to transition to an alternate County occupation
- Prepares the employee for advancement to positions of greater responsibility in the County

In addition, items eligible for reimbursement must have the reasonable potential for contributing to achieving County business objectives.

Section 2. Eligible Employees

All regular full-time, part-time, limited-term, and probationary employees performing their jobs satisfactorily are eligible for reimbursement.

Section 3. Reimbursement Eligibility

A. The following are eligible for reimbursement

1. Courses related to obtaining a degree (AA, BA, BS, Masters, Ph.D.) from a College or University accredited by the Council for Higher Education Accreditation, International Association of Universities or the National Association of Credential Evaluation Services.
2. Accredited certificate programs
3. Vocational skills programs
4. Courses related to obtaining or maintaining business related certifications, licenses, or accreditation
5. Courses related to preparing to take tests to obtain business related certifications, licenses, or accreditation
6. Professional conferences, conventions, and seminars that are related to business objectives
7. Fees related to obtaining and/or renewing a license, including special drivers' licenses
8. Fees related to certifications or accreditations
9. Fees related to taking professional examinations
10. Professional association membership fees

B. In general, any courses taken through the program must be taken on employee time. However, at the discretion of the Department Head or

designee, a course may be taken on County time when it specifically meets a business need, and is not available during the employee's non-work hours.

C. Courses are not eligible for reimbursement if they:

1. Are taken to bring unsatisfactory performance up to an acceptable level;
2. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;
3. Duplicate available in-service training; and/or
4. Duplicate training which the employee has already had.

Section 4. Nature of Reimbursement

A. Reimbursement may be made for all required fees, registration, and other costs related directly to the approved educational or professional expense. This may include, but is not limited to, books, class materials, lab fees, testing fees, parking, and processing fees.

B. Expenses for travel, meals, and lodging are not reimbursable, however, the Department Head or designee may authorize payment for these items when it meets their business needs and is budgeted in their travel expense budget.

C. For degree programs, reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate level course.

D. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.

E. Public Service Institute (PSI) courses are not eligible for reimbursement.

F. If an employee is receiving reimbursement for another source that covers a portion of the costs, the County will only pay the remaining amount, after other reimbursements are exhausted.

G. The maximum reimbursement that may be received by eligible employees in one fiscal year shall be $3,000.

ARTICLE IV GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

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

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

2. Part-Time Employee

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

B. Promotional Probation

1. A full or part-time employee who is promoted shall be placed on promotional probation, except while on temporary promotion or as provided in B.2., below. A full-time Deputy Sheriff Trainee, Deputy Sheriff I, Sergeant or Supervising Attorney's Investigator shall serve a probation period of fifty-two (52) weeks from the date of promotion ending with the first day of the pay period following completion of said period. An employee who promotes to the class of Deputy Sheriff II shall serve a promotional probation period of thirty-eight (38) weeks from the date of promotion ending with the first day of the pay period following completion of said period. A part-time employee shall serve a promotional probation period of one thousand forty (1040) paid hours exclusive of overtime for a six (6) month probation class and two thousand eighty (2080) paid hours exclusive of overtime for a fifty-two (52) week probation class ending with the first day of the pay period following completion of said period.

2. When a regular or regular limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.

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

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the Department at any time without right of appeal or hearing except that where an employee alleges his or her release was the result of discrimination by the County in violation of Article XVII, NONDISCRIMINATION, the employee may submit a grievance at Step 3 of the grievance procedure within ten (10) days after receipt by the employee of notice of failure of new probation.

2. Promotional Probation

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

b. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the class of Deputy Sheriff Trainee for the purpose of training for a promotion to a higher class.

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

d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior

to promotion and shall serve the remainder of any probationary period not completed in the former class.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand five-hundred twenty (1520) hours shall equal thirty-eight (38) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

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

E. Extension of Probation Periods

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

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

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

Section 2. Performance Evaluation

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

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

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

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

Section 3. Contents of Personnel File

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

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

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

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

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

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

Section 4. Status of Limited-Term Employees

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

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

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

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

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

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred sixty (160) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.

B. The Department may, at its option, waive the one hundred sixty (160) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred sixty (160) regularly scheduled hours but less than eighteen (18) months, or twenty-four (24) months in the case of Investigator I's, Court Services Division.

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

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and Department. A temporary promotion shall not exceed a period of eighteen (18) months, unless the parties mutually agree to another time period. In the case of Investigator I's, Court Services Division, a temporary promotion shall not exceed twenty-four (24) months.

Section 6. Reemployment of Employees on Disability Retirement

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

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

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

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

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

Section 7. Reemployment of Regular Employee

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

Section 8. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one (1) Agency/Department to another.

Section 9. Intradepartmental Transfers

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

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

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

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

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

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

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

ARTICLE V LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of Sick Leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately nine [9] days per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of Sick Leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately twelve [12] days per year).

3. Sick Leave earned shall be added to the employee's Sick Leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

4. Except as required by law, extra help employees shall not earn Sick Leave.

B. Permitted Uses of Sick Leave

Sick Leave may be used for:

1. An employee to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee;

2. 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, defined as the employee's father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandparent, grandchild or legal ward as those terms are defined by Labor Code section 245.5(c);

3. An employee to attend to the health and safety of the employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).

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

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

Use of sick leave for reasons 2. and 3. above, in the aggregate, is limited to the time period specified in Labor Code section 233 (one-half of the employee's annual sick leave accrual), except as to extra help employees, who will be limited to three (3) days of work provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249).

C. Illness while on paid vacation

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

1. 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.

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

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

4. 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 period of disablement.

D. Prohibited Uses of Sick Leave

Sick Leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.2. and B.4., above;

2. Absences which occur on a County holiday.

E. General Provisions

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

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

illness, injury or medical condition, or medical or dental office calls when the Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

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

Section 2. Bereavement Leave

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

Section 3. Authorized Leave Without Pay

A. Departmental Leave

Upon request, a regular, limited-term or probationary employee may be granted a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department except in cases where Official Leave has been authorized pursuant to Sections 10,11.A., and 12 below. The Department Head may require that all accumulated compensatory leave time be used prior to granting of Departmental Leave. The use of earned vacation or annual leave prior to the obtaining of Departmental Leave shall be at the option of the employee.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsections 2. and 3., below. Such Leave may be taken only after an employee's completion of a Departmental Leave provided that granting of a Departmental Leave shall not be a prerequisite to a request for Official Leave. The department may require that all or a portion of compensatory time, vacation or annual leave be used prior to granting such Leave.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the Department denies the extension of such Leave, the provisions of subsections 5. and 6., below, shall not apply.

3. An employee who has requested and identified a valid need for Family Leave pursuant to Article V, Section 15, and applicable law, shall be granted Official Leave to the extent required by such law. The Department may require that all or a portion of compensatory time and vacation be applied toward the absence. Where appropriate under the provisions of Article V, Section 1.B., above, the employee may be required to apply all sick leave accruals toward the absence before an Official Leave will be authorized. In addition, the employee may be required to apply all annual leave accruals toward the absence, except that the use of annual leave accruals below 100 hours shall be at the discretion of the employee.

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

5. The Department shall indicate on the request its decision as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Chief Human Resources Officer. He or she shall deliver a copy to the Auditor-Controller and the employee. If the Department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The Chief Human Resources Officer shall review the request and make a decision within seven (7) calendar days. The decision of the Chief Human Resources Officer on such appeals shall be final.

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

C. General Provisions

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

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

Section 4. Official Leave for Non-occupational Disability

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

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

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

3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. This provision does not apply to pregnancy disability leave.

4. For employees who are disabled because of pregnancy, as defined by state law, the County will maintain and pay for an eligible employee's coverage under the County's group health plan for the duration of the leave, not to exceed 17 1/3 weeks over the course of a 12-month period, at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

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

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

Section 5. Absences Caused by Medical Conditions

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

Section 6. Jury Duty Leave

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

Section 7. Witness Leave Not Related to Employment

A regular, limited-term or probationary employee who is called to answer a subpoena, which is not related to employment, as a witness for court appearances, during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 8. Leave for AOCDS Business

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

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

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

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

B. In addition to the Leave allowed in A. above, the County shall allow three (3) employees designated by AOCDS up to seven (7) working days absence

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

C. Compensatory Time Trust Fund

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

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

3. Compensatory time will be credited to the fund at the contributing employee's base hourly rate of pay. Reimbursement to employees granted Leave pursuant to A., above, shall be at the employee's base hourly rate of pay not to exceed eight (8) hours per day. In those cases where overtime is paid to an employee who replaces an employee granted Leave, the overtime premium (one-half [l/2] time) shall be paid from the fund.

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

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

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

Section 9. Absence Without Authorization

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

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

C. When an employee has been absent without authorization and the County plans to invoke the provisions of section 9.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:

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

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

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

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

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

6. a statement that if the employee fails to respond to the written notice before the date the County plans to accept and enter the automatic resignation, the employee has waived any right to appeal the automatic resignation.

D. An automatic resignation shall not be accepted and entered if the employee 1) responds to the notice before the date the County plans to accept and enter the automatic resignation, 2) provides an explanation satisfactory to the Department as to the cause of the unauthorized absence, the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the Department to be ready, able and willing to resume the full duties of his or her position.

E. An employee who is permitted to continue his or her employment pursuant to subsection C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Department determines it is appropriate to use sick leave, compensatory time, vacation, annual leave or other paid leave to cover the absence.

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

G. Automatic resignations shall not be considered a discharge under the provisions of Article X, DISCIPLINARY ACTION.

Section 10. Parenthood Leave

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

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

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

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

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

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

C. Sick leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article or Section 2.A. of Article VII - Annual Leave provided the employee has furnished the Department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

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

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

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

Section 11. Workers' Compensation Leave

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

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

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

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

3. accepts employment outside the County;

4. accepts employment in another County position;

5. is retired pursuant to appropriate Government Code provisions.

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

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

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

Section 12. <u>AOCDS Presidential Leave</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. <u>AOCDS Leave</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. <u>Catastrophic Leave</u>

A. A bona fide Catastrophic Leave program is established for serious medical conditions and major disasters defined by Federal law;

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

1. A serious medical condition will be defined by the Family Medical Leave Act;

2. Eligible family member(s) will be defined by the AOCDS and County of Orange MOU Bereavement Leave provisions;

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

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

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

F. Applicable to the bona fide and non-bona fide leave plans, the minimum amount of time that can be donated is two (2) hours and the maximum amount of time that can be donated will be increased from the current eight (8) hours to twenty-four (24) hours; employees may donate any combination of annual leave, comp time, sick leave or vacation time up to the maximum of 24 hours.

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

H. Applicable to the bona fide and non-bona fide leave plans, hours donated will be processed in 80 hour increments for the duration of the employee's Catastrophic Leave; once the Catastrophic Leave period ends, any remaining hours donated will be processed and will be returned to the donor; donated hours will be added to annual leave, sick leave or vacation, whichever is applicable.

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

J. Applicable to the bona fide and non-bona fide leave plans, all County agencies and departments shall be required to distribute all Catastrophic Leave requests on a countywide basis;

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

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

Section 15. Family Leave

A. General Provisions

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

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

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

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

c. Placement of a child for adoption or foster care within one year of birth.

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

e. Leave for a "qualifying exigency" as defined under the FMLA arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces. Qualifying exigencies include attending certain military events, rest and recuperation, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment, reintegration briefings, and arranging for parental care.

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

3. Employees must request and identify their need for Family Leave. The County and AOCDS agree that certain other types of leave available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.

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

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

6. Leave taken under the FMLA for a disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act (See Section 4 of this Article). A father or mother may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

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

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

consideration to the circumstances and the wishes of the employee. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article IV, Section 1.B.

B. Notification Requirements

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

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

3. For leave for a "qualifying exigency" arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces, the employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

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

C. Verification

1. As a condition to the approval of Family Leave, an employee may be required to furnish certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his or her duties because of the employee's own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.

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

3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of

the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active or called to active duty in a foreign country with the dates of active duty service. New active duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.

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

ARTICLE VI VACATION

Section 1. Accumulation of Vacation

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 two [2] weeks per year). Part-time employees will earn vacation on a pro-rated basis.

B. Commencing with the pay period following that in which a full-time employee completes three (3) years of continuous County service (6240 hours), a full-time employee in a regular or limited term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] weeks per year). Commencing with the pay period in which a part-time employee completes 6240 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek.

C. Commencing with the pay period following that in which a full-time employee completes ten (10) years of continuous full-time County service (20800 hours), an employee in a full-time regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately four [4] weeks per year). Commencing with the pay period in which a part-time employee completes 20800 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee shall be three hundred sixty (360) hours and a prorated amount equal to nine (9) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

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

During each fiscal year, an employee who does not have annual leave balances may request to be paid for accrued vacation in either one increment or two (2) separate increments. An employee who, through a cash out of annual leave, depletes all annual leave, shall be permitted to cash out vacation leave in the same fiscal year as the year annual leave is depleted up to no more than an aggregate total of 120 hours of vacation and annual leave in the fiscal year. In all other cases in which an employee does not have annual leave balances, the employee may be paid for no more than ninety (90) hours under the following circumstances:

1. If an employee has 270 or less accrued hours of vacation, the employee shall be permitted to cash out up to ninety (90) hours of vacation leave for the fiscal year. Payment shall be made upon request unless the Agency/Department determines it is not economically and/or operationally feasible.

2. If at any time during a fiscal year an employee has more than 270 hours of accrued vacation hours, the employee shall be permitted to cash out up ninety (90) hours of the allowed annual cash out of vacation leave for the year upon request.

F. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave Balances

Effective September 16, 2016, during each fiscal year, an employee who has annual leave balances may request to be paid for accrued annual leave in either two (2) separate increments equaling an aggregate total of one-hundred (120) hours or one (1) increment of no more than one hundred twenty (120) hours under the following circumstances:

1. An employee with over 750 hours of accrued annual leave shall be permitted to cash out one-hundred and twenty (120) hours of annual leave in a fiscal year upon request.

2. An employee with 750 or less hours of accrued annual leave shall be permitted to cash out sixty (60) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional sixty (60) hours of annual leave in a fiscal year if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of the request. In no event shall an employee be paid for more than 120 hours of annual leave in a fiscal year.

3. An employee shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 120 hours, if the employee has more than 270 hours of accrued vacation hours at any point in the fiscal year.

Example #1: If an employee has 755 hours of annual leave, and the employee currently has more than 270 hours of accrued vacation hours, the employee may, for example, do any one of the following:

1. Cash out 120 hours of annual leave, but no vacation leave;
2. Cash out 120 hours of vacation, but no annual leave; or
3. Cash out any combination of annual leave and vacation leave to a maximum of 120 hours.

Example #2: If an employee has 700 hours of annual leave, but the employee currently has 270 or less accrued vacation hours, the employee may only cash out up to 60 hours of annual leave. Annual leave in excess of 60 hours, up to a maximum of 120 hours, may be permitted at the discretion of the Agency/Department.

Example #3: If an employee has 60 hours of annual leave and the employee has more than 270 hours of accrued vacation hours, the employee may, for example, do any one of the following:

1. Cash out 60 hours of annual leave and up to 60 hours of vacation leave.
2. Cash out less than 60 hours of annual leave and up to 120 hours of vacation leave which does not, when added to the annual leave cash out, exceed a total of 120 hours.
3. Cash out up to 120 hours of vacation leave and any amount of accrued annual leave which does not, when added to the vacation leave cash out, exceed a total of 120 hours.

G. Vacation and Annual Leave Cash Out – Compensation Earnable

Vacation and/or annual leave cash outs are compensation earnable (pensionable) as allowed by law. Members should contact AOCDS or OCERS for further details.

Section 2. General Provisions

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

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

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

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

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

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

By Division or Detail:

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

By Detail or Unit Within Division:

South Operations:	Contract cities individually Unincorporated areas Investigators
West Operations:	Investigators Sergeants (Patrol and Investigation)
North Operations:	Investigators by Detail Patrol Transportation Air Support Airport Detail
Court Operations/ Central Justice Center:	Deputy I/Bailiff Deputy I/Detention Sergeants
All Other Justice Centers:	Deputy I Deputy II Sergeants

Field Services:	Deputy II Investigators Sergeants
Central Men's/Women's Jails:	Sergeants combined Deputies by Facility
Investigation Division:	Sergeants Investigators by Detail

GET
VDP
Narcotics

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

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

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

I. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article V, Section 1.B.4.

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

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

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

ARTICLE VII ANNUAL LEAVE PLAN PROVISIONS

These Annual Leave provisions apply only to regular and limited term employees hired on or after July 15, 1977 and before the first full pay period in January 2017, except as otherwise indicated in this Article.

As discussed more fully in Section 4 of this Article, effective upon implementation of this MOU, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Articles V., Section 1. and VI.

Section 1. Use of Annual Leave for Illness or Injury

A. Annual Leave may be used for the reasons, and according to the terms, for use of sick leave under Article V., Section 1.

B. Annual leave may be used for an absence from duty because of personal emergencies not to exceed three (3) shifts of annual leave hours during the fiscal year.

C. Annual leave may be used for an absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

D. 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.

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

Section 2. Use of Annual Leave for Vacation

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

By Division or Detail:

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

By Detail or Unit Within Division:

South Operations: Contract cities individually

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

GET
VDP
Narcotics

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

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

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

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

Section 3. General Provisions

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

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

Section 4. Payoff of Unused Annual Leave

A. Payoff of unused annual leave during employment shall be administered according to Article VI. Section 1.F.

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

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

12 or more	320 hours paid at 100%; remaining balance (to a maximum of 1600 hours) obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance up to 1600 hours; 25 or more years of service equals 50% of the remaining balance up to 1600 hours.
15 or more	360 hours paid at 100%; remaining balance (to a maximum of 1600 hours) obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance up to 1600 hours; 25 or more years of service equals 50% of the remaining balance up to 1600 hours.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 360 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article VI, Section 1.D.remaining hours, up to the accrual limits specified in Article VI, 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 VI, Section 2), 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 in a regular position.

D. <u>Annual Leave Payoff or Retirement</u>

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

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

from the hours of annual leave that will be paid to the employee in a lump sum payment.

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

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

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

A. Effective upon the first pay period in January 2017, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article V, Section 1 and Article VI.

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

C. During the 90 day period beginning 30 days after the adoption of this MOU by the Board of Supervisors, employees will have a one-time opportunity to convert annual leave that has been accumulated prior to the implementation of this MOU to sick leave.

ARTICLE VIII HOLIDAYS

Section 1. Holidays Observed

A. County employees shall observe the following holidays:

2016: Independence Day, July 4
Labor Day, September 5
Columbus Day, October 10
Veteran's Day, November 11
Thanksgiving Day, November 24
Day after Thanksgiving, November 25
Christmas Day, December 25

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

2018 New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 15
Lincoln's Birthday, February 12
Washington's Birthday, February 19
Memorial Day, May 28
Independence Day, July 4
Labor Day, September 3
Columbus Day, October 8
Veteran's Day, November 11
Thanksgiving Day, November 22
Day after Thanksgiving, November 23
Christmas Day, December 25

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

B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Superior Courts, employees in the District Attorney's Office and the Sheriff-Coroner Department assigned in the Court Services Division who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

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

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

Section 2. Eligibility for Holiday Pay

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

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

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

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

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

Section 3. Holiday Pay

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

B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the

employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

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

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

D. Compensation for Work on Holidays

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

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

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

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

ARTICLE IX REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be paid as follows:

1. The per mile reimbursement rate shall be adjusted as follows:

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

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

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

Section 2. Personal Property Reimbursement

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

Section 3. Law Enforcement Transportation Supplement

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

August 31 of each year. Additionally, the County shall pay five hundred fifty ($550) dollars to Investigators who drive more than six thousand (6000) miles on County business in a fiscal year.

ARTICLE -X DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

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

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

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

A. In suspending a regular, limited-term or probationary employee for more than five (5) days, or in reducing in class a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability, or in reducing in salary a regular or limited-term regular employee for reasons of unsatisfactory performance, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

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

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

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

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

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

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

B. In suspending a regular, limited-term or probationary employee for five (5) days or less, the above notice requirements shall be complied with not more than ten (10) days after the effective date of the suspension.

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

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

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

F. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after the response period in C., above, for suspension of five (5) days or less.

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

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

Section 3. <u>Suspension</u>

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

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

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

Section 4. <u>Reduction in Class or Salary</u>

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

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

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

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

Section 5. Discharge and Right of Appeal

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

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

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

Section 6. Polygraph Examination

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

ARTICLE XI GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

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

B. Specifically excluded from the scope of grievances are:

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

2. matters which have other means of appeal;

3. position classification;

4. standard or better performance evaluations.

Section 2. Basic Rules

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

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

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

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

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

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

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

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

Section 3. Submission of Grievances

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

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

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by AOCDS in the formal grievance/appeal procedure, or by an attorney in appealing a discharge.

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

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

D. If an employee is not represented by AOCDS in arbitration, AOCDS may have representatives present at the arbitration and, if necessary, shall have the right to present AOCDS' interpretation of the provisions of the Agreement at issue. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and AOCDS.

Attachment A - 2016 – 2019 Association of Orange County Deputy Sheriffs MOU with revised language

Section 5. Time Off for Processing Grievances/Appeals

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

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

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

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

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

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

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

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

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

Section 6. Informal Discussion

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

Section 7. Internal Grievance/Appeal Steps

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

Step 1: Agency/Department Head

If an employee has a problem relating to an interpretation or application of this Memorandum of Understanding, the employee may formally submit a grievance to the Agency/Department Head within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the Agency/Department Head or his or her designee shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. In the case of a grievance appeal concerning a written reprimand, the decision of the Agency/Department Head shall be final and binding and shall not be subject to further processing under the MOU.

Step 2: Chief Human Resources Officer

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

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

b. a substandard performance evaluation;

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

d. a probationary release alleging discrimination,

it may be appealed in writing to Human Resource Services within seven (7) calendar days after receipt of the written decision from Step 1. Appeal of a suspension and/or a reduction in class or salary ordered by the Agency/Department Head or his or her designated representative may be submitted in writing at Step 2 within ten (10) calendar days after receipt of the final notice of suspension and/or reduction in class or salary. Within fourteen (14) calendar days after receipt of the written grievance/appeal, Human Resource Services or his or her representative shall meet with the grievant/appellant. Within fourteen

(14) calendar days thereafter, a written decision shall be given to the grievant/appellant.

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

Mediation-Arbitration

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

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

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

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

B. Disciplinary Appeals

1. Submission Procedure

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

b. An appeal from any discharge or from a suspension or reduction in class or salary imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within ten (10) calendar days from the date the action becomes final.

c. All disciplinary appeals shall be signed by a staff representative of AOCDS and shall be submitted in writing as follows:

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

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

2. Findings of Fact and Remedies

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

a. All Disciplinary Actions

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

b. Suspension/Reductions in Class or Salary

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

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

d. Discharges

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

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

e. Restriction on Remedies

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

2) Restoration of pay and benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge.

C. Probationary Releases Alleging Discrimination

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

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

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

2. Findings of Facts and Remedies

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

b. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, but also finds such violation was not a

substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.

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

1) The probationary release may be sustained.

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

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

D. General Provisions

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

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

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

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

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

6. If the panel is abolished, the arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the American Arbitration Association unless the parties agree to another source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.

7. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

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

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

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

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

10. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to

rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

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

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

Section 9. <u>No Strike Provision</u>

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

ARTICLE XII LAYOFF PROCEDURE

Section 1. General Provisions

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

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

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

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

Section 2. Order of Layoff

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

1. employment status;

2. past performance;

3. length of continuous service with the County.

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

1. Where a class has a dual or multiple concept, the Chief Human Resources Officer may authorize a layoff by specialty within the class.

2. Where appropriate, the Chief Human Resources Officer may authorize a layoff by division or smaller unit of the department.

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

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

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

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

Section 3. Computation of Layoff Points

Seniority Points:

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

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

Demerit Points:

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

Layoff Points:

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

Section 4. Notification of Employees

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

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

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

Section 5. Voluntary Reduction in Lieu of Layoff

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

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

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

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

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

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

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

Section 7. Reemployment Lists

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

1. Persons Laid Off

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

2. Persons Who Exercise Their Rights Under Section 5.

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

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

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

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

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

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

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

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

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

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

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

Section 8. Status on Reemployment

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

1. All sick leave or annual leave left on the employee's account when laid off shall be restored.

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

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

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

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

B. An employee who has voluntarily reduced under the provisions of this Article and subsequently is reemployed in a regular or limited term position in the class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following consideration: The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. When an employee is reduced under the provisions of this Article and is subsequently reemployed in a class higher than the one (1) from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had been reduced as provided above and the employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.

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

Section 1. On-the-Job Injuries

A. Medical Treatment & Notification

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

AOCDS will be notified of on-the-job injuries according to Article XIV, Section 4.

B. Disability Payments and Leave

Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall be compensated and placed on Leave pursuant to California Labor Code Section 4850. An employee who is eligible for benefits under California Labor Code Section 4850 shall be placed on 4850 Leave.

Section 2. Exhaustion of 4850 Benefits

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

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

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

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

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

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

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

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

Section 3. Medical Insurance

A. Medical Insurance Contribution

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

2. Effective at the start of the first payroll period commencing on or after January 1, 2018, the County shall contribute $1,280 per month for each full-time enrolled regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.

3. Effective at the start of the first payroll period commencing on or after January 1, 2019, the County shall contribute $1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.

4. For newly hired employees, the County contributions will be effective beginning the first day of the month following the date of employment or the insurance start date, whichever is earlier.

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

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

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

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C. and D., above.

Section 4. <u>AOCDS Medical Benefits Insurance Trust ("Trust")</u>

A. The Trust shall provide medical benefits similar to those offered by the County. The plans shall include at least one PPO or POS and one HMO option. The parties agree that the County has no interest in Trust assets, including Trust reserves.

B. 1. AOCDS shall maintain a medical insurance trust for the sole purpose of providing medical insurance benefits, which can include medical prescriptions and/or vision care, for employees and retirees in the AOCDS representation units and other agreed upon units or groups. Said trust fund shall be administered by trustee(s) designated by AOCDS. Funds in said trust shall not be co-mingled with AOCDS funds. AOCDS employees and their dependents and retired AOCDS employees and their beneficiaries may participate in the Trust subject to the same eligibility requirements as County participants in Section 4.I. AOCDS as the employer and its employees and its retirees shall collectively contribute into the Trust for the full cost of their medical benefits, and no County contributions shall be used towards their premiums or administrative fees. AOCDS shall defend, indemnify, and hold the County harmless from any claims or legal actions arising out of the participation in the Trust of AOCDS employees or their dependents or retired AOCDS employees or their dependents or beneficiaries. It is intended that the administration of the trust shall survive the expiration of this agreement or loss of representation status by AOCDS.

2. Insurance coverages provided through the Trust with monies contributed by the County shall be made available by AOCDS to all employees in

the representation units and retirees of the representation units on an equal basis regardless of membership status.

3. Monthly premiums for all participating retirees including retired AOCDS employees, dependents and beneficiaries must be at least ten (10) percent higher than the active employee premiums.

4. The Trust shall operate their insurance programs in accordance with applicable State and/or Federal laws and regulations related to the administration of the Trust. By October 31st of each year, the Board of Trustees of the Trust shall provide the County with correspondence verifying their compliance with applicable law.

5. The Board of Trustees of the AOCDS Medical Benefits Trust shall annually provide to the County with the following for active and retiree participants:

   a. A side-by-side comparison of the plan names used by the insurers and the plan names used by the Trust;

   b. The Summary of Benefits Coverage (SBC) for each plan offered to active employees and retirees;

   c. Summary of enrollment by active employees and retirees by plan and by tier;

   d. The actual monthly premiums charged by the health plan carrier detailed by active employees, retirees, and Medicare-eligible retirees; and

   e. The actual Grant amounts paid towards the retiree health plan premiums and Medicare part “B” reimbursements.

6. The Trust shall operate with adequate internal controls and accounting practices, and shall have written policies and procedures. This includes a documented anti-fraud program and disaster recovery program.

7. The parties acknowledge that the Board of Trustees may negotiate with health insurers for a Premium Stabilization Reserve (“PSR”) or similar program held by the insurer with the goal of smoothing exposure to claims, risk and utilization fluctuations in a manner relative to the actual experience of the blended pool. The PSR is used by the insurer to reduce the volatility of risk in plan costs from year to year. Any disbursement(s) determined by the Board of Trustees from the PSR fund shall return to the Trust. Upon termination with the insurer any balance in the PSR will be returned to the Trust pursuant to the contractual agreement with the insurer.

C. Annually the Board of Trustees and the County shall obtain a certified financial statement audit of the Trust. See auditor selection in Section 4.G. The audit of the Trust shall be conducted in accordance with generally accepted auditing standards as determined by the auditor. Contained in the audit report will be the CPA's independent opinion as to whether the financial statements are in conformity with generally accepted accounting principles. The report shall be provided simultaneously to the Trust and the County no later than December 1st of each year or as soon thereafter as is reasonably feasible to both parties.

1. The audited Statement of Changes in Net Assets Available for Benefits shall contain separate line items for each of the following items:

   a. County Contributions for Active Participants;

   b. County Contributions for Retiree Grants;

   c. Participant Contributions made by County employees;

   d. Participant Contributions made by County retirees;

   e. Participant Contributions made by County COBRA participants;

   f. Total Contributions Made By AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees;

   g. Group Insurance Premiums Paid for County Active Participants;

   h. Group Insurance Premiums Paid for County Retiree Participants;

   i. Group Insurance Premiums Paid for County COBRA Participants, and

   j. Group Insurance Premiums Paid by AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees.

2. The CPA shall communicate in writing to the Trust and the County any significant matters which come to their attention during the audit of the Trust, such as material weaknesses and significant deficiencies in design or operation of internal controls, illegal acts, or significant fraud risks.

3. For any significant matters and internal control deficiencies identified by the CPA, the Trust should provide the County with a status of the corrective actions taken to address the findings every six months until the findings have been fully addressed by the Trust.

D. The auditor selected to perform the joint financial statement audit in Section 4C shall during the same period as the financial statement audit perform the following agreed upon procedures in accordance with applicable AICPA (American Institute of Certified Public Accountants) standards (standards are determined by the auditor) and shall issue a report on the procedures at or near the time the financial statement audit report is issued. The procedures shall be performed for the same plan year as the plan year audited in Section 4C and agreed upon jointly by the Trust and the County prior to the start of the audit.

1. Confirm that retiree premiums set by the health plan carriers are at least ten (10) percent higher than active employee premiums paid during the plan year;

2. Confirm that retiree Grant amounts are only being used for the medical trust premiums or Medicare part “B” premiums and are not being used to offset any other costs and are not being used for any other purpose during the plan year;

3. Confirm that medical premiums paid during the plan year for AOCDS employees, AOCDS COBRA participants, and AOCDS retirees, their dependents, and beneficiaries are 100% funded by contributions made by AOCDS and its employees, COBRA participants, and retirees. Confirm that during the plan year no County contributions were used to pay the cost of premiums or administrative fees.

4. Confirm that direct and indirect costs incurred during the plan year by AOCDS are allocated in a reasonable manner to the Trust.

5. The auditor shall use at a minimum a sample size of 30 and a sample selection from at least one month of each quarter of the audited year.

E. The parties understand that the trust reserves are assets, inclusive of the balance in any PSR, and may act as a Stabilization Reserve for trust participants. The trust reserves are an accumulation of money participants have contributed to the Trust for the purpose of but not limited to paying toward costs of premiums, administrative costs, and trust reserves. It serves as a hedge against unfavorable claim fluctuations and helps smooth higher than anticipated premium cost increases for trust participants. It may also be used to assist with payment toward premiums for trust participants in the periods between increases in County contributions, to make modifications to the health plan that are in the interests of trust participants or unexpected cost increases due to ACA mandatory changes that may increase premiums in a contract year, and to enable consideration of new health care delivery formats. Trust reserves are necessary to enable the Trust to pay off any deficit of any

premium stabilization fund with an insurer, when the Trustees consider it beneficial to change insurers.

The Trust shall no less frequently than three years and not more than every five years, at the discretion of the Board of Trustees, beginning with the Trust plan year ending June 30, 2017, have an actuarial study prepared to determine the appropriate level of trust reserves and provide a copy of the report to the County.

F. The Trust shall every three years beginning with the Trust plan year ending June 30, 2017 have a report prepared by an independent certified public accountant selected by the Trust and who shall not be the same auditor performing the joint audit under section 4(C) outlining the methods used to calculate the amount of administrative fees and expenses paid by the Trust to AOCDS and to third party administrators. The Trust shall provide a copy of the report to the County.

G. The auditor for the audit in section 4C and for the agreed upon procedures in section 4D shall be selected as follows: the Trust will recommend at least three (3) independent licensed CPA firms with experience and expertise in the auditing of benefits trusts for the County's consideration. At the discretion of the Board of Trustees, a County representative may review the selected auditor's submissions of minimum qualifications and selected criteria listed below. The County representative may not make or retain a copy. The Trust will ensure that the three (3) selected auditors will have the following minimum qualifications:

a) Ten years of experience in public accounting
b) Experience in providing audit services for benefits trusts
c) Licensed and in good standing with the CA Board of Accountancy

AOCDS will evaluate the auditor candidates on the following criteria <u>but not limited to</u>:

a) Offeror's Background, General Description and Organization Structure
b) Qualifications and Experience in Conducting Audits of Benefit Trusts
c) Proposed Cost
d) Staffing Experience
e) Implementation Plan/Project Schedule – ability to meet timelines
f) Overall Responsiveness and Accuracy and Completeness of the Offeror's Proposal Questionnaire
g) Degree of Compliance with Proposed Contract terms and conditions

If any of the three (3) CPA firms does not submit a proposal or is unable to perform the work, the Trust will provide a replacement CPA firm(s) to the County to ensure the County has three (3) qualified CPA firms to select from.

The County shall make the selection of the licensed CPA firm (the "Independent Auditor") to conduct the audit from the list provided by the Trust. The Trust and the County will enter into a dual agency agreement with the Independent Auditor, whereby the Trust and the County shall be considered joint clients of the Independent Auditor. Such dual agency agreement will provide the Trust and the County with equal access to any and all data used by the Independent Auditor in preparing its report, and an equal right to request information and data of the Independent Auditor. The Trust and the County will share the cost of the audit, agreed upon procedures and other related costs equally. The independent audit is to be conducted each Fiscal Year with the audit report to be presented by the Independent Auditor to the Trust and the County by December 1st or as soon thereafter as is reasonably feasible to both parties. The Independent Auditor will have access to attend the Trust meetings as relevant to the audit purposes. A selected CPA firm shall not use the same lead engagement or auditing partner for the audit, if that firm has performed the audits for the prior six consecutive fiscal years.

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

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

J. The Trust shall have an open enrollment at least once a year.

K. The Trust shall provide Active and Retiree premium amounts for each Plan and tier to the County by the first month of each plan year.

L. The waiting period for medical insurance coverage of new employees may not exceed sixty [60] days and must meet all requirements for waiting periods under state and federal law, regulations and guidelines.

M. The Trust may not terminate their medical insurance plans during the term of the MOU. In the event the MOU expires and no labor agreement exists, the medical plan will continue unless and until the Trust provides ninety [90] days notice of intent to terminate coverage to participating County employees and the County. Under the immediate above circumstance, the County will permit employees to enroll in the plans available to County employees. The Trust shall be responsible to pay for all claims during the time of coverage based on the date services were incurred. If the Trust terminates medical plan coverage, the County will terminate its contribution to the Trust fund 30 days prior to plan termination.

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

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

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

1. Employee terminates.

2. Change of representation units not participating in the Trust. Plan eligibility shall terminate on the last day of the month following thirty (30) days from the effective date of the representation unit change.

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

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

R. The Trust agrees to provide all data to the County's actuary as is reasonably necessary to perform an actuarial valuation within ninety (90) days of receiving the request, subject to the actuary's execution of an appropriate confidentiality agreement.

Section 5. <u>Accidental Death and Dismemberment Insurance</u>

The County shall provide an Accidental Death and Dismemberment policy for death or dismemberment for all full-time Peace Officer and Supervising Peace Officer Unit employees and part-time Peace Officer and Supervising Peace Officer Unit

employees whose normal workweek consists of at least twenty (20) hours. The policy shall provide benefits for death or dismemberment occurring in the line of duty.

Section 6. Other Insurance Coverage

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

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

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

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

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

Section 7. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of his or her share of the premium costs of County-provided health insurance coverage as permitted by state and federal law, regulations, and guidelines.

Section 8. Retiree Medical Plan

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

A. Retiree Medical Grant

1. Upon paid County retirement, an eligible retiree who meets certain eligibility requirements of the Plan set forth in Section C below shall receive a Grant. The Grant may be applied only towards the cost of

retiree and dependent coverage in an AOCDS or County-offered health insurance plan and/or Medicare Part B premiums as provided below.

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

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

b. The Grant will be adjusted as follows:

    1. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for Medicare Part A (if eligible at no cost) and Medicare Part B.

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

c. All employees who become eligible for a Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an AOCDS offered health plan or Medicare. Should a retiree fail to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any eligibility for a Grant.

B. <u>Retiree Medical Plan Lump Sum: Termination; Phase Out</u>

1. An employee who was employed by the County prior to October 12, 2007 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with B. 2. below.

2. An employee who was employed by the County prior to October 12, 2007, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one

percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to October 12, 2007. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding October 12, 2007.

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

C. Eligibility Requirements for Retiree Medical Grant

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

   Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the Employee is continuously employed by the County from August 1, 1993 until his or her retirement.

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

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

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

   c. A separated employee with less than ten (10) years of credited County service who has requested a service or non-service

connected disability retirement pension through the County's Retirement Administrator shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the County's Retirement Administrator.

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

3. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage at no cost must be enrolled in Medicare Part A to be eligible to receive the Grant.

4. Deferred Retirement

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

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

5. For purposes of this Section, a full year of credited service shall mean those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one full year of service. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993 until his or her retirement.

D. Survivor Benefits

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

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

E. Employee Contribution

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

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

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

4. Employees in the classification of Deputy Sheriff Trainee hired after Board adoption of the MOU shall contribute two (2) percent of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the Retiree Medical Program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

5. Effective either at the start of the first payroll period commencing on or after Board of Supervisors' adoption of the 2012-2016 MOU or the first payroll period commencing on or after July 15, 2014, whichever is the latter, employees hired prior to adoption of the 3% at 55 safety retirement formula (E. 3., above) shall have their ARC contribution reduced from 3.6% to 2.6% of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the retiree medical program. As regards said employees, the contribution shall be further reduced from 2.6 to 1.6% effective the first payroll period commencing on or after July 1, 2015. The contribution shall be further reduced from 1.6% to 0% effective the first payroll period commencing on or after January 1, 2019.

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

F. General Provisions

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

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

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

G. Health Reimbursement Account

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

Effective March 15, 2016, County will contribute five (5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

ARTICLE XIV SAFETY

Section 1. General Provisions

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

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

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

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

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

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

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

Section 2. Safety Inspection

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

Section 3. Abatement of Violations

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

Section 4. Notification of Injuries in the Line of Duty

The County will notify AOCDS of on-the-job injuries as soon as practically possible under the circumstances. The notification will include the individual's name, the date of the injury, the type of injury, and the facility where the injury occurred.

If the injured individual is a "privacy concern case," as defined by 8 C.C.R. Section 14300.29, then the notification will include a statement that the injured individual is a privacy concern case, as well as the date of the injury, the type of injury, and the facility where the injury occurred.

At the time of adoption of the 2016-2019 memorandum of understanding, the term "privacy concern case" as defined by 8 C.C.R. Section 14300.29 is:

a) An injury or illness to an intimate body part or the reproductive system;
b) An injury or illness resulting from a sexual assault;
c) Mental illness;
d) HIV infection, hepatitis, or tuberculosis;
e) Needlestick injuries and cuts from sharp objects that are contaminated with another person's blood or other potentially infectious material (as defined at 8 C.C.R. Section 14300.8); and
f) Other illnesses, if the employee independently and voluntarily requests that his or her name not be entered on the log.

ARTICLE XV UNIFORMS

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

Deputy Sheriff I
Deputy Sheriff II
Sergeant

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

Section 1. Payroll Deduction

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

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

Section 2. Employee Information Listing

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

ARTICLE XVII EMPLOYEE RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE XVIII NONDISCRIMINATION

Section 1.

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

Section 2.

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

ARTICLE XIX DEFERRED COMPENSATION

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

ARTICLE XX SEPARABILITY

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

ARTICLE XXI FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account

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

Section 2. Health Care Reimbursement Account

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

ARTICLE XXII RETIREMENT

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

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

Section 8. <u>The Public Employees' Pension Reform Act (PEPRA) and Application to PEPRA Defined "New Members"</u>

The PEPRA shall in its entirety be given full force and effect as it may from time to time be mandated by statute, as described below, during and after the term of this 2016-2019 MOU, regardless of any PEPRA provision(s) not being specifically included herein. Any provision in this MOU which contradicts any mandated provision of the PEPRA shall be deemed null and void, with the contrary mandated PEPRA provision(s) being given full force and effect. Therefore, no mandated provision of the PEPRA shall be deemed to impair any provision of this MOU or any MOU predating the 2016-2019 MOU. PEPRA mandated provisions include, but are not limited to the provisions described below:

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

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

Section 9 Tax-Deferred Retirement

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

ARTICLE XXIII MANAGEMENT RIGHTS

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

ARTICLE XXIX MODIFICATION AND WAIVER

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

ARTICLE XXX SIDE LETTERS & PAST PRACTICES

The parties agree that there may be side letters and past practices that exist between the parties at the time of entering into the 2016-2019 memorandum of understanding which would not be superseded by the terms of the new MOU. Due to the need to reach agreement on a new MOU as soon as possible, the parties agree that when and if they reach agreement upon inclusion of those side letters and past practices, they shall be incorporated into the new MOU as if stated herein.

ARTICLE XXXI JOB DESCRIPTIONS RE-OPENER

AOCDS and the County agree to continue negotiations during the term of this memorandum of understanding in good faith effort to reach agreement regarding changes to the job descriptions for each classification in the bargaining unit to bring the descriptions more in line with the current duties of employees. However, during the term of this memorandum of understanding neither party may declare impasse nor unilaterally impose any language or changes to job classification descriptions or the MOU in the event that an agreement is not reached.

APPENDIX A

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

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

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

6528	Supervising Attorney's Investigator
6135	Sergeant

MEMORANDUM OF UNDERSTANDING

PEACE OFFICER UNIT AND SUPERVISING PEACE OFFICER UNIT

2016 - 2019

COUNTY OF ORANGE
AND
ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

MEMORANDUM OF UNDERSTANDING

2016 - 2019

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE

PEACE OFFICER UNIT

AND

SUPERVISING PEACE OFFICER UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the Association Of Orange County Deputy Sheriffs as the Exclusively Recognized Employee Organization for the Peace Officer Unit and Supervising Peace Officer Unit for the period beginning July 1, 2016 through June 30, 2019.

PREAMBLE

Recognition

Pursuant to the provisions of the Employee Relations Resolution of the County of Orange and the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.), the Association of Orange County Deputy Sheriffs, hereinafter referred to as AOCDS, was certified on January 3, 1979, as the Recognized Employee Organization for the Peace Officer Unit and Supervising Peace Officer Unit with respect to wages, hours and other terms and conditions of employment. The County hereby recognizes AOCDS as the exclusive representative of employees in these units.

DEFINITIONS

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

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

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

COUNTY shall mean the County of Orange.

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

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

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

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

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

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

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

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

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

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

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

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

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

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

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

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

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

SENIORITY shall mean total continuous full-time equivalent service as a regular employee unless the context herein indicates otherwise.

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

ARTICLE I WORK PERIOD, OVERTIME AND PREMIUM PAY

Section 1. Work Period

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

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

B. Work Periods for Purposes of MOU Overtime

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

C. Work Periods for Purposes of FLSA Overtime

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

D. Work Extensions Resulting in Overtime

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

E. Review of Work Extension Exception

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

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

G. Schedules

1. Notice of Shift Changes

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

2. Shift Trades

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

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

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

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

3. Biannual or Monthly Shift Trades

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

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

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

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

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

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

Section 2. Rest Periods and Cleanup Time

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

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

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

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

Section 3. Overtime

A. Notification of Employees of Work Required beyond Normal Schedule

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

be compensated for these excess hours at the overtime rate as defined by Section 3.C.1. below.

B. Distribution of Overtime

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

C. Payment for Overtime

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

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

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

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

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

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

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

8. The Sheriff-Coroner Department may not assign compensatory time off for employees, but must consider each employee's request for single or

multiple days off utilizing vacation or compensatory time. Whenever possible based on the Department's workload and staffing, and without the use of overtime for replacement, the Department will approve requests to use vacation or compensatory time off for one day or more, whether alone or in conjunction with scheduled vacation time. If the Department is not able to accommodate the employee's requested dates for vacation or compensatory time off the Department may offer the employee alternative dates, within a reasonable period.

Section 4. Premium Pay

A. Night Shift Differential

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

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

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

B. On-Call Pay

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

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

C. Call-Back Pay

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

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

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

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

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

D. Bilingual Pay

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

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

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

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

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

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

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

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

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

1. A full-time, limited-term or probationary employee who complies with the procedure in E.3. below shall be paid five (5) percent of individual base pay for an Intermediate P.O.S.T Certificate, nine (9) percent of individual base pay for an Advance P.O.S.T. Certificate and nine and one-half (9.5) percent of individual base pay for a Supervisory P.O.S.T. Certificate.

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

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

F. Hazardous Devices Assignment Pay

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

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

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

G. Helicopter Pilot and Fixed Wings Pilot/Observer Assignment Pay

Employees on pay status and assigned as a Helicopter Pilot on a regular, full-time basis shall receive the equivalent of two hundred sixty-seven dollars and sixty-nine cents ($267.69) biweekly (approximately five hundred eighty [580] dollars per month). Effective the first pay period in January, 2017, employees on pay status and assigned as a Fixed Wings Pilot/Observer on a regular, full-time basis shall receive the same assignment pay.

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

H. Helicopter Observer Assignment Pay

Employees on pay status and assigned as a Helicopter Observer on a regular, full-time basis shall receive the equivalent of one hundred sixty-three dollars and eighty-five cents ($163.85) biweekly (approximately three hundred fifty-five [355] dollars per month).

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

I. Dive Team Assignment Pay

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

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

J. Training Officer Assignment Pay

Employees assigned to patrol, Harbor, or to the Sheriffs' Training Academy on a regular full-time basis who are assigned to train Deputies shall be paid two dollars ($2.00) per hour for all hours assigned to perform such training functions. Employees assigned to the Jail on a regular, full-time basis who are assigned to train Deputies shall be paid one dollar ($1.00) per hour for all hours assigned to perform such training functions.

Effective the first pay period in January 2017, the following training officer pays will be implemented:

- Employees employed by the District Attorney's Office on a regular full-time basis who are assigned to train District Attorney employees shall be paid two dollars ($2.00) per hour for all hours assigned to perform such training functions.

- Employees assigned to Patrol on a regular, full-time basis who are assigned to train Deputies shall be paid three dollars and fifty cents ($3.50) per hour for all hours assigned to perform such training functions.

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

- Employees assigned to Harbor or Sheriffs' Training Academy on a regular full-time basis who are assigned to train Deputies shall continue to be paid two dollars ($2.00) per hour for all hours assigned to perform such training functions.

Members who have been receiving Training Officer Assignment Pay which is not expressly enumerated in the 2012-2016 MOU or a side letter agreement, and provided the member is performing work as a training officer, shall continue to receive the Training Officer Assignment Pay at $2.00 per hour for all hours assigned to perform such training functions until such time as the County and AOCDS complete negotiations on the terms and conditions for Training assignments/program.

K. Master Field Training Officer Positions

1. Effective no later than July 1, 2018:

   a. Master Field Training Officer shall receive a monthly premium pay of $695.00 in lieu of the $3.50 per hour Training Officer Assignment Pay;
   b. 30 positions designated as Master Field Training Officer assigned to Patrol Field Operations and/or Field Training Bureau working in the capacity of the Patrol Field Training Operations;
   c. The Sheriff's Department agrees to maintain the 30 Master Field Training Officer positions and shall fill any vacated position within a reasonable time period to accommodate recruitment;
   d. Master Field Training Officers may be reassigned based on the needs of the Department's Field Training Program with the proper 14 day advance notice.

2. Effective in conjunction with the implementation of the Master Field Training Officer position, a new four tier promotional points system will be implemented as follows:

Old	New
06-11 months 1 point X 3 = **3 points** 12-23 months 2 points X 3 = **6 points** 24+ months 3 points X 3 = **9 points**	05-08 months 1 point X 3 = **3 points** 09-12 months 2 points X 3 = **6 points** 13-16 months 3 points X 3 = **9 points** 17+ months 4 points X 3 = **12 points**

3. During the term of the 2016-2019 MOU, the parties agree to continue negotiations in a good faith effort to reach agreement regarding additional revisions to the training program and Master Field Training Officer position. The subjects of the meet and confer will include, but are not limited to:

   1. Selection Process
   2. Training
   3. Program Review
   4. Promotional Points Qualification

   In the event that an agreement is not reached regarding Section K.3., neither party may declare impasse nor unilaterally impose.

L. Motorcycle Officer Assignment Pay

Employees on pay status and assigned as a Motorcycle Officer on a regular, full-time basis shall receive the equivalent of one hundred fifteen dollars and thirty eight cents ($115.38) biweekly (approximately two hundred fifty [250] dollars per month.

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

M. Tactical Support Team Assignment Pay

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

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

N. Toxic Investigator Assignment Pay

Employees on pay status in the District Attorney's Office who are certified to perform toxic investigator duties, or an investigator on pay status in the Sheriff-Coroner Department who is trained and certified to investigate, seize, and dismantle clandestine laboratories, shall be paid, in addition to the regular salary, the equivalent of one hundred six dollars and fifteen cents ($106.15) biweekly (approximately two hundred thirty [230] dollars per month).

O. Mounted Assignment Pay

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

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

P. Harbor Assignment Pay

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

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

Q. Hazardous Devices Assignment Pay for Explosive Detection Squad

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

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

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

R. Tactical Support Team Assignment Pay for Hostage Negotiators

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

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

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

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

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

T. Inmate Transportation Pay

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

U. Canine Handler Maintenance Pay

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

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

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

V. Air Support Special Operations Pay

Effective the first pay period in January 2017, employees on pay status and assigned as a Helicopter Pilot on a regular, full-time basis who meet the minimum training and qualifications required of a Special Operations Pilot shall receive the equivalent of four hundred thirty eight dollars and forty-six cents ($438.46) biweekly (approximately nine hundred fifty [950] dollars per month).

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

W. Education Incentive Pay

Effective the first pay period in January 2019, employees who hold a Bachelor's Degree or higher from a college or university accredited by the Council for Higher Education Accreditation, International Association of Universities, or National Association of Credential Evaluation Services are eligible to receive one hundred fifteen dollars and thirty-eight cents ($115.38) biweekly (approximately two hundred and fifty [$250] dollars per month).

In order to receive the Education Incentive Pay, the employee must provide a written request to the Department with a copy of the employee's transcripts from the accredited institution awarding the Bachelor's Degree or higher degree. The Education Incentive Pay will be effective the first full pay period following the Department's receipt of the employee's transcripts reflecting the award of a Bachelor's Degree or higher from an accredited college or university.

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

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

Effective the start of the first payroll period following adoption of this memorandum of understanding by the Board of Supervisors, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 2.5%.

Effective the first payroll period in July 2017, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 1.5%.

Effective the first payroll period in January 2018, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 1.5%.

Effective the first payroll period in July 2018, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 1.5%.

Effective the first payroll period in January 2019, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 1.5%.

A one-time non-salary base building lump sum payment will be made to each employee in the bargaining unit equal to 0.5% of the employee's yearly base salary as of the day before the BOS adoption of the 2016-2019 memorandum of understanding. The lump sum will be paid to each employee within 60 days of the date on which the Board of Supervisors adopts this memorandum of understanding. Employees on unpaid status at the time the payment is dispersed will receive the payment when the employee returns to paid status.

Section 3. Step Increases

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

Section 4. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired, except as provided in 4.B, 4.C~~B~~. 4.D~~C~~., and 4.E~~D~~. ~~and 4.E.,~~ below.

B. ~~For new employees hired into the Deputy Sheriff I classification, who do not possess a California POST certificate at time of hire, on or after either the start of the first payroll period commencing on or after the Board of Supervisors~~

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

B~~C~~. Effective upon Board of Supervisors' adoption of the 2016-2019 MOU, new employees hired into the Deputy Sheriff I classification, who possess a California POST certificate at time of hire, Basic or higher, may be placed on any of the first ~~nine~~ seven (7~~9~~) steps of the salary range under the authorization of the Sheriff. Such placement may be made only when, ~~in~~ at the discretion of the Sheriff, there is a direct and measurable benefit to the County for such placement.

C~~D~~. ~~Except for new employees described in B., above, u~~Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize recruitment at a step higher than the first step of the range or may authorize that a particular position be filled at any step within the range. When the Board authorizes recruitment at a step higher than the first step of the range, or authorizes the filling of a position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships. Seven (7) days prior to the Chief Human Resources Officer recommending recruitment at a higher step to the Board, the County shall discuss with AOCDS the impact of such action.

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

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

Section 5. Merit Increase Within Range

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

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

C. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first fifty-two (52) weeks of service within that class. The granting of an Official Leave of Absence, other than a Military Leave, Parenthood Leave or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave, Parenthood Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence, suspensions, or Parenthood Leaves.

D. An employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed four thousand one hundred sixty (4160) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of four thousand one hundred sixty (4160) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply toward merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

E. An employee ~~who receives a promotion~~ promoted to a classification represented by AOCDS and whose performance evaluation date is within 90 days ~~prior~~ from/after ~~to~~ the effective date of the promotion, shall receive his or her performance evaluation ~~at or near the time of~~prior to the effective date of the promotion. The performance evaluation will be based on ~~service performed~~performance up to the effective date of promotion. ~~Any merit~~Any step increase resulting from the performance evaluation will ~~be based on the~~increase the employee's ~~most recent salary~~ step in the lower classification and will be effective ~~or retroactively applied as of~~ the pay period immediately ~~preceding~~ prior to effective date of the promotion ~~date~~. ~~The promotional steps increase will follow the merit steps increase and be used to determine the placement on the salary range for promotion.~~ Salary on promotion shall be the recruiting step for the higher classification or an amount closest to a two-step increase above the salary level (including any merit increase) that is effective

on the date of the promotion, whichever is higher, but not to exceed the top step of the range.

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

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

G. 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.

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

Section 6. Salary on Promotion

A. Effective as to employees promoted on or after the start of the first payroll period commencing on or after Board of Supervisors adoption of the 2012-2016 MOU or July 15, 2014, whichever event is the latter, and except as modified by B., below, a regular, limited-term or probationary employee promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first fifty-two (52) weeks of service in the new class. Employees promoted prior to the above effective date(s) shall remain subject to a merit step increase eligibility date following completion of the pre-existing twenty six (26) weeks of service in the new class.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the

employee had remained in the class to which he or she was promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

Section 7. Salary on Reduction in Class

A. 1. When a probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 5.C., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.

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

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

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

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

1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

Y-RATE SCHEDULE

Years of Full-Time Continuous Service	Duration of Y-Rate
Less than 5 years	Two years from the date of reclassification
5 years but less than 10 years	Three years from the date of reclassification
10 years but less than l5 years	Four years from the date of reclassification
15 years but less than 20 years	Five years from the date of reclassification
20 years but less 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 8. Salary on Reclassification

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

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

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

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

   d. Probationary and probationary limited-term employees reclassified to a lower recruiting step shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

2. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 6.A. or 6.B.

3. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 7.D.

Section 9. Salary on Reemployment

A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing, may upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 4C,D or E.

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

Section 10. Changes in Salary Allocation

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

ARTICLE III EDUCATIONAL AND PROFESSIONAL REIMBURSEMENT

Section 1. Objective

The Educational and Professional Reimbursement Program is designed to encourage employees to continue their professional development through a variety of opportunities. In order to qualify for the program, one or more of the following criteria must be met:

- Related to the work of the employee's position or occupation
- Prepares the employee to transition to an alternate County occupation
- Prepares the employee for advancement to positions of greater responsibility in the County

In addition, items eligible for reimbursement must have the reasonable potential for contributing to achieving County business objectives.

Section 2. Eligible Employees

All regular full-time, part-time, limited-term, and probationary employees performing their jobs satisfactorily are eligible for reimbursement.

Section 3. Reimbursement Eligibility

A. The following are eligible for reimbursement

1. Courses related to obtaining a degree (AA, BA, BS, Masters, Ph.D.) from a College or University accredited by the Council for Higher Education Accreditation, International Association of Universities or the National Association of Credential Evaluation Services.
2. Accredited certificate programs
3. Vocational skills programs
4. Courses related to obtaining or maintaining business related certifications, licenses, or accreditation
5. Courses related to preparing to take tests to obtain business related certifications, licenses, or accreditation
6. Professional conferences, conventions, and seminars that are related to business objectives
7. Fees related to obtaining and/or renewing a license, including special drivers' licenses
8. Fees related to certifications or accreditations
9. Fees related to taking professional examinations
10. Professional association membership fees

B. In general, any courses taken through the program must be taken on employee time. However, at the discretion of the Department Head or

designee, a course may be taken on County time when it specifically meets a business need, and is not available during the employee's non-work hours.

C. Courses are not eligible for reimbursement if they:

1. Are taken to bring unsatisfactory performance up to an acceptable level;
2. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;
3. Duplicate available in-service training; and/or
4. Duplicate training which the employee has already had.

Section 4. Nature of Reimbursement

A. Reimbursement may be made for all required fees, registration, and other costs related directly to the approved educational or professional expense. This may include, but is not limited to, books, class materials, lab fees, testing fees, parking, and processing fees.

B. Expenses for travel, meals, and lodging are not reimbursable, however, the Department Head or designee may authorize payment for these items when it meets their business needs and is budgeted in their travel expense budget.

C. For degree programs, reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate level course.

D. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.

E. Public Service Institute (PSI) courses are not eligible for reimbursement.

F. If an employee is receiving reimbursement for another source that covers a portion of the costs, the County will only pay the remaining amount, after other reimbursements are exhausted.

G. The maximum reimbursement that may be received by eligible employees in one fiscal year shall be $3,000.

ARTICLE IV GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

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

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

2. Part-Time Employee

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

B. Promotional Probation

1. A full or part-time employee who is promoted shall be placed on promotional probation, except while on temporary promotion or as provided in B.2., below. A full-time Deputy Sheriff Trainee, Deputy Sheriff I, Sergeant or Supervising Attorney's Investigator shall serve a probation period of fifty-two (52) weeks from the date of promotion ending with the first day of the pay period following completion of said period. An employee who promotes to the class of Deputy Sheriff II shall serve a promotional probation period of thirty-eight (38) weeks from the date of promotion ending with the first day of the pay period following completion of said period. A part-time employee shall serve a promotional probation period of one thousand forty (1040) paid hours exclusive of overtime for a six (6) month probation class and two thousand eighty (2080) paid hours exclusive of overtime for a fifty-two (52) week probation class ending with the first day of the pay period following completion of said period.

2. When a regular or regular limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.

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

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the Department at any time without right of appeal or hearing except that where an employee alleges his or her release was the result of discrimination by the County in violation of Article XVII, NONDISCRIMINATION, the employee may submit a grievance at Step 3 of the grievance procedure within ten (10) days after receipt by the employee of notice of failure of new probation.

2. Promotional Probation

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

b. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the class of Deputy Sheriff Trainee for the purpose of training for a promotion to a higher class.

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

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

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand five-hundred twenty (1520) hours shall equal thirty-eight (38) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

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

E. Extension of Probation Periods

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

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

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

AOCDS in writing, and will discuss the circumstances with AOCDS prior to the probation period being extended.

~~Section 2. Deputy Sheriff II Promotion/Transfer to Patrol List~~

~~This section applies to: 1. Deputy Sheriff I's seeking to promote to Deputy Sheriff II ("Deputy II Promotion"); and 2. Non-Patrol Trained Deputy Sheriff II's seeking to transfer to patrol ("Patrol Transfer"). This section shall be effective either on July 1, 2017, or after the patrol transfer list in effect as of the date this MOU is adopted by the Board of Supervisors has been exhausted, whichever is later.~~

~~If a Deputy Sheriff I has promoted in the past and failed and/or voluntarily returned to Deputy Sheriff I before completion of the field training program ("FTP") on two or more occasions from the date he/she is seeking to promote, then the Deputy Sheriff I will be placed on a secondary list.~~

~~If a non-patrol trained Deputy Sheriff II has transferred to patrol in the past and failed and/or voluntarily transferred out to patrol before completion of the FTP on two or more occasions from the date he/she is seeking to transfer/promote, then the Deputy Sheriff II will be placed on a secondary list. The secondary list will follow the same transfer/promotional criteria to determine the order in which Deputies will transfer/promote.~~

~~All Deputies that fail and/or voluntarily remove from the FTP must wait one year from the effective date that the Deputy transferred from the FTP for that failure/removal to reapply.~~

~~Deputies on the secondary list will transfer to patrol at the following rate: 5 Deputies from the main patrol transfer list will be transferred first, then the first Deputy on the secondary list will be transferred, then the next 6-10 Deputies from the main patrol transfer list will transfer to patrol, then the second Deputy on the secondary list will transfer to patrol, and this sequence shall continue until the both lists are exhausted.~~

~~Deputies on the secondary list will receive from Field Training Bureau (FTB) a training plan to identify any observed performance deficiencies during the field training. The training plan will follow the Deputy to his/her new assignment, and a reasonable effort will be made to develop the Deputy for future success in patrol and the FTP. The FTB will oversee and monitor the Deputy's training plan to help mentor the success of the deputy.~~

~~In the event that the secondary list still has Deputies remaining on the list at the time that the main patrol list is exhausted, then all Deputies on the secondary list will be promoted and/or transferred to the FTP prior to posting a new list(s).~~

Section 2~~3~~. Performance Evaluation

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

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

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

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

Section 3~~4~~. Contents of Personnel File

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

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

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

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

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

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

Section 4~~5~~. 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 XII, LAYOFF PROCEDURE, which accrue to employees in regular positions.

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

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

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

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

Section 5~~6~~. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred sixty (160) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.

B. The Department may, at its option, waive the one hundred sixty (160) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred sixty (160) regularly scheduled hours but less than eighteen (18) months, or twenty-four (24) months in the case of Investigator I's, Court Services Division.

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

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and Department. A temporary promotion shall not exceed a period of eighteen (18) months, unless the parties mutually agree to another time period. In the case of Investigator I's, Court Services Division, a temporary promotion shall not exceed twenty-four (24) months.

Section 6~~7~~. Reemployment of Employees on Disability Retirement

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

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

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

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

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

Section 7~~8~~. 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~~9~~. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one (1) Agency/Department to another.

Section 9~~10~~. Intradepartmental Transfers

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

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

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

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

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

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

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

ARTICLE V LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of Sick Leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately nine [9] days per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of Sick Leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately twelve [12] days per year).

3. Sick Leave earned shall be added to the employee's Sick Leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

4. Except as required by law, extra help employees shall not earn Sick Leave.

B. Permitted Uses of Sick Leave

Sick Leave may be used for:

1. An employee to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee;

2. 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, defined as the employee's father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandparent, grandchild or legal ward as those terms are defined by Labor Code section 245.5(c);

3. An employee to attend to the health and safety of the employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).

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

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

Use of sick leave for reasons 2. and 3. above, in the aggregate, is limited to the time period specified in Labor Code section 233 (one-half of the employee's annual sick leave accrual), except as to extra help employees, who will be limited to three (3) days of work provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249).

C. Illness while on paid vacation

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

1. 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.

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

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

4. 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 period of disablement.

D. Prohibited Uses of Sick Leave

Sick Leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.2. and B.4., above;

2. Absences which occur on a County holiday.

E. General Provisions

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

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

requirement or when the employee has been under the care of a physician.

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

Section 2. Bereavement Leave

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

Section 3. Authorized Leave Without Pay

A. Departmental Leave

Upon request, a regular, limited-term or probationary employee may be granted a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department except in cases where Official Leave has been authorized pursuant to Sections 10,11.A., and 12 below. The Department Head may require that all accumulated compensatory leave time be used prior to granting of Departmental Leave. The use of earned vacation or annual leave prior to the obtaining of Departmental Leave shall be at the option of the employee.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsections 2. and 3., below. Such Leave may be taken only after an employee's completion of a Departmental Leave provided that granting of a Departmental Leave shall not be a prerequisite to a request for Official Leave. The department may require that all or a portion of compensatory time, vacation or annual leave be used prior to granting such Leave.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the Department denies the extension of such Leave, the provisions of subsections 5. and 6., below, shall not apply.

3. An employee who has requested and identified a valid need for Family Leave pursuant to Article V, Section 15, and applicable law, shall be granted Official Leave to the extent required by such law. The Department may require that all or a portion of compensatory time and vacation be applied toward the absence. Where appropriate under the provisions of Article V, Section 1.B., above, the employee may be required to apply all sick leave accruals toward the absence before an Official Leave will be authorized. In addition, the employee may be required to apply all annual leave accruals toward the absence, except that the use of annual leave accruals below 100 hours shall be at the discretion of the employee.

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

5. The Department shall indicate on the request its decision as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Chief Human Resources Officer. He or she shall deliver a copy to the Auditor-Controller and the employee. If the Department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The Chief Human Resources Officer shall review the request and make a decision within seven (7) calendar days. The decision of the Chief Human Resources Officer on such appeals shall be final.

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

C. General Provisions

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

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

Section 4. Official Leave for Non-occupational Disability

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

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

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

3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. This provision does not apply to pregnancy disability leave.

4. For employees who are disabled because of pregnancy, as defined by state law, the County will maintain and pay for an eligible employee's coverage under the County's group health plan for the duration of the leave, not to exceed 17 1/3 weeks over the course of a 12-month period, at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

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

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

Section 5. Absences Caused by Medical Conditions

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

Section 6. Jury Duty Leave

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

Section 7. Witness Leave Not Related to Employment

A regular, limited-term or probationary employee who is called to answer a subpoena, which is not related to employment, as a witness for court appearances, during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 8. Leave for AOCDS Business

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

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

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

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

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

C. Compensatory Time Trust Fund

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

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

3. Compensatory time will be credited to the fund at the contributing employee's base hourly rate of pay. Reimbursement to employees granted Leave pursuant to A., above, shall be at the employee's base hourly rate of pay not to exceed eight (8) hours per day. In those cases where overtime is paid to an employee who replaces an employee granted Leave, the overtime premium (one-half [l/2] time) shall be paid from the fund.

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

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

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

Section 9. Absence Without Authorization

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

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

C. When an employee has been absent without authorization and the County plans to invoke the provisions of section 9.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:

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

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

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

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

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

6. a statement that if the employee fails to respond to the written notice before the date the County plans to accept and enter the automatic resignation, the employee has waived any right to appeal the automatic resignation.

D. An automatic resignation shall not be accepted and entered if the employee 1) responds to the notice before the date the County plans to accept and enter the automatic resignation, 2) provides an explanation satisfactory to the Department as to the cause of the unauthorized absence, the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the Department to be ready, able and willing to resume the full duties of his or her position.

E. An employee who is permitted to continue his or her employment pursuant to subsection C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Department determines it is appropriate to use sick leave, compensatory time, vacation, annual leave or other paid leave to cover the absence.

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

G. Automatic resignations shall not be considered a discharge under the provisions of Article X, DISCIPLINARY ACTION.

Section 10. Parenthood Leave

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

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

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

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

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

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

C. Sick leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article or Section 2.A. of Article VII - Annual Leave provided the employee has furnished the Department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

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

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

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

Section 11. Workers' Compensation Leave

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

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

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

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

3. accepts employment outside the County;

4. accepts employment in another County position;

5. is retired pursuant to appropriate Government Code provisions.

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

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

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

Section 12. AOCDS Presidential Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. AOCDS Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. Catastrophic Leave

A. A bona fide Catastrophic Leave program is established for serious medical conditions and major disasters defined by Federal law;

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

1. A serious medical condition will be defined by the Family Medical Leave Act;

2. Eligible family member(s) will be defined by the AOCDS and County of Orange MOU Bereavement Leave provisions;

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

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

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

F. Applicable to the bona fide and non-bona fide leave plans, the minimum amount of time that can be donated is two (2) hours and the maximum amount of time that can be donated will be increased from the current eight (8) hours to twenty-four (24) hours; employees may donate any combination of annual leave, comp time, sick leave or vacation time up to the maximum of 24 hours.

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

H. Applicable to the bona fide and non-bona fide leave plans, hours donated will be processed in 80 hour increments for the duration of the employee's Catastrophic Leave; once the Catastrophic Leave period ends, any remaining hours donated will be processed and will be returned to the donor; donated hours will be added to annual leave, sick leave or vacation, whichever is applicable.

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

J. Applicable to the bona fide and non-bona fide leave plans, all County agencies and departments shall be required to distribute all Catastrophic Leave requests on a countywide basis;

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

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

Section 15. Family Leave

A. General Provisions

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

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

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

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

c. Placement of a child for adoption or foster care within one year of birth.

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

e. Leave for a "qualifying exigency" as defined under the FMLA arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces. Qualifying exigencies include attending certain military events, rest and recuperation, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment, reintegration briefings, and arranging for parental care.

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

3. Employees must request and identify their need for Family Leave. The County and AOCDS agree that certain other types of leave available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.

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

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

6. Leave taken under the FMLA for a disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act (See Section 4 of this Article). A father or mother may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

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

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

B. Notification Requirements

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

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

3. For leave for a "qualifying exigency" arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces, the employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

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

C. Verification

1. As a condition to the approval of Family Leave, an employee may be required to furnish certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his or her duties because of the employee's own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.

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

3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active or called to active duty in a foreign country with the dates of active duty service. New active duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.

4. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

ARTICLE VI VACATION

Section 1. Accumulation of Vacation

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 two [2] weeks per year). Part-time employees will earn vacation on a pro-rated basis.

B. Commencing with the pay period following that in which a full-time employee completes three (3) years of continuous County service (6240 hours), a full-time employee in a regular or limited term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] weeks per year). Commencing with the pay period in which a part-time employee completes 6240 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek.

C. Commencing with the pay period following that in which a full-time employee completes ten (10) years of continuous full-time County service (20800 hours), an employee in a full-time regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately four [4] weeks per year). Commencing with the pay period in which a part-time employee completes 20800 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee shall be three hundred sixty (360) hours and a prorated amount equal to nine (9) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

E. Vacation Cash Out Where Employee Has No Annual Leave Balances

During each fiscal year, an employee who does not have annual leave balances may request to be paid for accrued vacation in either one increment or two (2) separate increments. An employee who, through a cash out of annual leave, depletes all annual leave, shall be permitted to cash out vacation leave in the same fiscal year as the year annual leave is depleted up to no more than an aggregate total of 120 hours of vacation and annual leave in the fiscal year. In all other cases in which an employee does not have annual leave balances, the employee may be paid for no more than ninety (90) hours under the following circumstances:

1. If an employee has 270 or less accrued hours of vacation, the employee shall be permitted to cash out up to ninety (90) hours of vacation leave for the fiscal year. Payment shall be made upon request unless the Agency/Department determines it is not economically and/or operationally feasible.

2. If at any time during a fiscal year an employee has more than 270 hours of accrued vacation hours, the employee shall be permitted to cash out up ninety (90) hours of the allowed annual cash out of vacation leave for the year upon request.

F. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave Balances

Effective September 16, 2016, ~~D~~during each fiscal year, an employee who has annual leave balances may request to be paid for accrued annual leave in either two (2) separate increments equaling an aggregate total of one-hundred (120) hours or one (1) increment of no more than one hundred twenty (120) hours under the following circumstances:

1. An employee with over 750 hours of accrued annual leave shall be permitted to cash out one-hundred and twenty (120) hours of annual leave in a fiscal year upon request.

2. An employee with 750 or less hours of accrued annual leave shall be permitted to cash out sixty (60) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional sixty (60) hours of annual leave in a fiscal year if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of the request. In no event shall an employee be paid for more than 120 hours of annual leave in a fiscal year.

3. An employee shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 120 hours, if the employee has more than 270 hours of accrued vacation hours at any point in the fiscal year.

Example #1: If an employee has 755 hours of annual leave, and the employee currently has more than 270 hours of accrued vacation hours, the employee may, for example, do any one of the following:

1. Cash out 120 hours of annual leave, but no vacation leave;
2. Cash out 120 hours of vacation, but no annual leave; or
3. Cash out any combination of annual leave and vacation leave to a maximum of 120 hours.

Example #2: If an employee has 700 hours of annual leave, but the employee currently has 270 or less accrued vacation hours, the employee may only cash out up to 60 hours of annual leave. Annual leave in excess of 60 hours, up to a maximum of 120 hours, may be permitted at the discretion of the Agency/Department.

Example #3: If an employee has 60 hours of annual leave and the employee has more than 270 hours of accrued vacation hours, the employee may, for example, do any one of the following:

1. Cash out 60 hours of annual leave and up to 60 hours of vacation leave.
2. Cash out less than 60 hours of annual leave and up to 120 hours of vacation leave which does not, when added to the annual leave cash out, exceed a total of 120 hours.
3. Cash out up to 120 hours of vacation leave and any amount of accrued annual leave which does not, when added to the vacation leave cash out, exceed a total of 120 hours.

~~F~~G. Vacation and Annual Leave Cash Out – Compensation Earnable

Vacation and/or annual leave cash outs are compensation earnable (pensionable) as allowed by law. Members should contact AOCDS or OCERS for further details.

Section 2. General Provisions

A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.

B. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article VI, Section 1.C.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.

C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten (10) years (Article VI, Section 1.C.) of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.

D. Additional vacation earned during the period of vacation may be taken consecutively.

E. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

F. Vacations shall be scheduled for employees by their department. Employees of equal rank or grade grouped in each of the following work assignments shall choose vacations within their group by seniority:

By Division or Detail:

Intake-Release Center, Theo Lacy Facility, Musick Facility, Harbor Patrol, Professional Standards, Training, Support Services, RNSP, Drug Education and Facilities Planning.

By Detail or Unit Within Division:

South Operations:	Contract cities individually Unincorporated areas Investigators
West Operations:	Investigators Sergeants (Patrol and Investigation)
North Operations:	Investigators by Detail Patrol Transportation Air Support Airport Detail
Court Operations/ Central Justice Center:	Deputy I/Bailiff Deputy I/Detention Sergeants
All Other Justice Centers:	Deputy I Deputy II Sergeants
Field Services:	Deputy II Investigators

	Sergeants
Central Men's/Women's Jails:	Sergeants combined Deputies by Facility
Investigation Division:	Sergeants Investigators by Detail

GET
VDP
Narcotics

Seniority for vacation purposes shall be determined by continuous service in the department. The employee with the longest continuous service in rank or grade shall prevail in case of ties.

G. No scheduled vacation will be cancelled except in cases of emergency.

H. No employee shall be required to return to work for the County in any capacity during the time of his or her paid vacation from the County service, except in cases of emergency.

I. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article V, Section 1.B.4.

J. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

K. An employee separating from County service for reasons other than paid County retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from County service by way of paid County retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.

L. Per the agreement of March 4, 2005, the Sheriff-Coroner Department agrees not to delete available vacation time periods from the vacation eligibility list without providing employees another opportunity to select additional vacant/available vacation weeks.

ARTICLE VII ANNUAL LEAVE PLAN PROVISIONS

These Annual Leave provisions apply only to regular and limited term employees hired on or after July 15, 1977 and before the first full pay period in January 2017, except as otherwise indicated in this Article.

As discussed more fully in Section 4 of this Article, effective upon implementation of this MOU, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Articles V., Section 1. and VI.

Section 1. Use of Annual Leave for Illness or Injury

A. Annual Leave may be used for the reasons, and according to the terms, for use of sick leave under Article V., Section 1.

B. Annual leave may be used for an absence from duty because of personal emergencies not to exceed three (3) shifts of annual leave hours during the fiscal year.

C. Annual leave may be used for an absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

D. 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.

E. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 2. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by the department. Employees of equal rank or grade grouped in each of the following work assignments shall choose vacations within their group by seniority:

By Division or Detail:

Intake-Release Center, Theo Lacy Facility, Musick Facility, Harbor Patrol, Professional Standards, Training, Support Services, RNSP, Drug Education and Facilities Planning.

By Detail or Unit Within Division:

South Operations:	Contract cities individually Unincorporated areas

	Investigators
West Operations:	Investigators Sergeants (Patrol and Investigation)
North Operations:	Investigators by Detail Patrol Transportation Air Support Airport Detail
Court Operations/ Central Justice Center:	Deputy I/Bailiff Deputy I/Detention Sergeants
All Other Justice Centers:	Deputy I Deputy II Sergeants
Field Services:	Deputy II Investigators Sergeants
Central Men's/Women's Jails:	Sergeants combined Deputies by Facility
Investigation Division:	Sergeants Investigators by Detail
GET VDP Narcotics	

Seniority for vacation purposes shall be determined by continuous service in the department. The employee with the longest continuous service in rank or grade shall prevail in case of ties.

B. No scheduled annual leave will be cancelled by the department except in cases of emergency.

C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.

D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

Section 3. General Provisions

A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.

B. Except as agreed to herein, the parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 4. Payoff of Unused Annual Leave

A. Payoff of unused annual leave during employment shall be administered according to Article VI. Section 1.F.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

Years of Service	Maximum Payoff
Less than 3 years	160 hours maximum paid at 100%
3 but less than 10	240 hours maximum paid at 100%
10 but less than 12	240 hours maximum paid at 100%; remaining balance (to a maximum of 1600 hours) obtains cash value of 2% for each year of service, i.e., 10 years of service equals 20% cash value for remaining balance up to 1600 hours.

12 or more	320 hours paid at 100%; remaining balance (to a maximum of 1600 hours) obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance up to 1600 hours; 25 or more years of service equals 50% of the remaining balance up to 1600 hours.
15 or more	360 hours paid at 100%; remaining balance (to a maximum of 1600 hours) obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance up to 1600 hours; 25 or more years of service equals 50% of the remaining balance up to 1600 hours.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 360 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article VI, Section 1.D.remaining hours, up to the accrual limits specified in Article VI, 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 VI, Section 2), 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 in a regular position.

D. Annual Leave Payoff or Retirement

1. An employee who is separating from County service by paid County retirement may elect to take annual leave as time off, or to be paid in a lump sum payment, and the amount of annual leave taken or paid shall be limited to the amount of hours the employee is eligible to receive at 100% upon retirement.

2. The hours of annual leave that the employee takes as time off prior to retirement will be counted as hours paid at 100%, and will be deducted from the hours of annual leave that will be paid to the employee in a lump sum payment.

3. The above Annual Leave Payoff provisions are not intended to provide for the retiring employee to be permitted to return to active status after the employee has stated his or her intent to retire and elected to take time off prior to retirement, in order to receive additional Annual Leave payoff at 100%. If an employee returns to work under these circumstances, the Annual Leave hours used within two (2) pay periods prior to return will be deducted from the hours of annual leave that will be paid to the employee in a lump sum payment upon retirement.

E. Notwithstanding any other provision of this Memorandum of Understanding, if an employee is killed in the line of duty, the employee's estate shall be paid for one hundred (100) percent of the employee's unused annual leave.

Section 5. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective upon the first pay period in January 2017, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article V, Section 1 and Article VI.

B. Annual Leave that has been accumulated prior to the adoption of this MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave prior to use of sick leave or vacation, until all annual leave has been taken.

C. During the 90 day period beginning 30 days after the adoption of this MOU by the Board of Supervisors, employees will have a one-time opportunity to convert annual leave that has been accumulated prior to the implementation of this MOU to sick leave.

ARTICLE VIII HOLIDAYS

Section 1. Holidays Observed

A. County employees shall observe the following holidays:

2016: Independence Day, July 4
Labor Day, September 5
Columbus Day, October 10
Veteran's Day, November 11
Thanksgiving Day, November 24
Day after Thanksgiving, November 25
Christmas Day, December 25

2017: New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 16
Lincoln's Birthday, February 12
Washington's Birthday, February 20
Memorial Day, May 29
Independence Day, July 4
Labor Day, September 4
Columbus Day, October 9
Veteran's Day, November 11
Thanksgiving Day, November 23
Day after Thanksgiving, November 24
Christmas Day, December 25

2018 New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 15
Lincoln's Birthday, February 12
Washington's Birthday, February 19
Memorial Day, May 28
Independence Day, July 4
Labor Day, September 3
Columbus Day, October 8
Veteran's Day, November 11
Thanksgiving Day, November 22
Day after Thanksgiving, November 23
Christmas Day, December 25

2019 New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 21
Lincoln's Birthday, February 12
Washington's Birthday, February 18
Memorial Day, May 27

B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Superior Courts, employees in the District Attorney's Office and the Sheriff-Coroner Department assigned in the Court Services Division who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. When a holiday falls on a Sunday, the next day shall be observed as the holiday.

D. When Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to his or her regular pay, compensatory time for each hour worked to a maximum of eight (8) hours. Work performed on a holiday, which is overtime as defined in Article I, Section 1, shall be compensated as provided in Article I, Section 3.

E. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.

F. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

G. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the ~~County~~employee, as provided in Article I, Section 3.C.2. of this Agreement.

ARTICLE IX REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be paid as follows:

1. The per mile reimbursement rate shall be adjusted as follows:

   a. For Investigators in the District Attorney's Office, the reimbursement rate shall be the higher of either thirty-nine (39) cents per mile or the highest rate which applies to any represented employees of the County.

   b. Investigators in the District Attorney's Office, the reimbursement rate shall be the higher of either forty-eight (48) cents per mile or the highest rate which applies to any represented employees of the County.

   c. For all other employees, the reimbursement rate shall be the higher of the IRS rate or the rate which applies to the largest total number of represented employees of the County.

Section 2. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property lost, stolen or damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. The amount of reimbursement for other personal property covered by this provision shall be the replacement value but not to exceed two hundred ($200) dollars per item. An employee who elects to use personal property items in lieu of equipment furnished by the Department shall be reimbursed for such property if it is lost, stolen or damaged in the line of duty, without fault of the employee, for the replacement value, not to exceed the cost of similar equipment furnished by the County.

Section 3. Law Enforcement Transportation Supplement

In recognition of the fact that Investigators in the District Attorney's Office drive their private vehicles, on average, in excess of nine thousand (9000) miles per year in the performance of County law enforcement duties, purchase additional liability insurance, transport witnesses and prisoners and incur other miscellaneous expenses, the County shall pay a five hundred fifty ($550) dollar annual transportation expense allowance to Investigators employed in the District Attorney's Office as of August 1 of each year who are regularly required to use a private vehicle in their employment. Eligible employees must submit a claim on or before August 31 of each year. Additionally, the County shall pay five hundred fifty ($550)

dollars to Investigators who drive more than six thousand (6000) miles on County business in a fiscal year.

ARTICLE -X DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (i.e., a score of less than three hundred [300] points) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Pre-disciplinary Hearing for Suspension, Reduction in Class or Salary or Discharge

A. In suspending a regular, limited-term or probationary employee for more than five (5) days, or in reducing in class a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability, or in reducing in salary a regular or limited-term regular employee for reasons of unsatisfactory performance, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);

2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. copies of material on which the proposed action is based;

4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee's right to representation;

6. a statement of the employee's right to appeal should such proposed action become final.

B. In suspending a regular, limited-term or probationary employee for five (5) days or less, the above notice requirements shall be complied with not more than ten (10) days after the effective date of the suspension.

C. Prior to the effective date of such suspension, reduction in class or salary, or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated Department representative with the authority to make an effective recommendation on the proposed disciplinary action.

D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.

E. An employee may represent himself or herself or may be represented in the disciplinary hearing by the AOCDS.

F. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after the response period in C., above, for suspension of five (5) days or less.

G. Should a proposed reduction in class or salary or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 3. and 4. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 5. of this Article.

Section 3. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 4. Reduction in Class or Salary

A. No regular or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability or have his or her salary reduced to a lower step on the salary range for reasons of unsatisfactory performance except for reasonable cause.

B. A written notice of such reduction in class or salary stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction in class for reasons of unsatisfactory performance or physical disability, or an appeal of reduction in salary for unsatisfactory performance, shall be initiated at Step 2 of the grievance/appeal procedure; except that reductions in class or salary imposed by the County Executive Officer may be referred directly to arbitration.

D. Per agreement of March 4, 2005, the parties may agree if requested by AOCDS, to substitute the Reduction in Salary form of discipline for a proposed suspension. The Reduction in Salary form of discipline may only be imposed in place of a proposed suspension if requested by AOCDS.

Section 5. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief Human Resources Officer except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 6. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take or refusal to take or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

ARTICLE XI GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances, minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classification;

4. standard or better performance evaluations.

Section 2. Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within seven (7) calendar days thereafter appeal to the next step in the procedure.

C. If it is the judgment of any management representative that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the County and AOCDS any step of the grievance procedure may be waived.

D. The Chief Human Resources Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, Department-wide or County-wide basis in an emergency situation. AOCDS may appeal this decision to the Board of Supervisors.

E. Upon written consent of the parties, i.e., the representatives of the County and the employee or his or her representative, the time limits at any step in the procedure may be extended.

F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance at Step 1.

H. The County grievance files shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by AOCDS in the formal grievance/appeal procedure, or by an attorney in appealing a discharge.

B. Authorized grievance/appeal representatives shall be regular employees in the same department or same representation unit as the grievant/appellant who are members of and are designated by AOCDS to represent employees for purposes of the grievance/appeal procedure. AOCDS shall notify the Department Head of the names and titles of such representatives and send a copy of such notice to Human Resource Services quarterly.

C. AOCDS staff representatives or authorized employee grievance representatives may represent the employee at Steps 1 and 2 of the internal grievance/appeal procedure and in arbitration.

D. If an employee is not represented by AOCDS in arbitration, AOCDS may have representatives present at the arbitration and, if necessary, shall have the right to present AOCDS' interpretation of the provisions of the Agreement at issue. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and AOCDS.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal, in order to attend a meeting with his or her supervisor or other person with authority to resolve the matter, as prescribed herein, or to meet with his or her grievance/appeal representative;

2. an authorized grievance/appeal representative, in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority to resolve the grievance/appeal, as prescribed herein, or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees, or through review of appropriate County records relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work unless his or her supervisor determines that such interruption or absence will not unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

a. the representative checks in and checks out with the supervisor of the unit; and

b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

Section 7. Internal Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein:

Step 1: Agency/Department Head

If an employee has a problem relating to an interpretation or application of this Memorandum of Understanding, the employee may formally submit a grievance to the Agency/Department Head within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the Agency/Department Head or his or her designee shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. In the case of a grievance appeal concerning a written reprimand, the decision of the Agency/Department Head shall be final and binding and shall not be subject to further processing under the MOU.

Step 2: Chief Human Resources Officer

If the grievance/appeal is not settled under Step 1 and it concerns:

a. an alleged misinterpretation or misapplication of this Memorandum of Understanding;

b. a substandard performance evaluation;

c. a deferment or denial of a merit increase, or a disputed merit increase;

d. a probationary release alleging discrimination,

it may be appealed in writing to Human Resource Services within seven (7) calendar days after receipt of the written decision from Step 1. Appeal of a suspension and/or a reduction in class or salary ordered by the Agency/Department Head or his or her designated representative may be submitted in writing at Step 2 within ten (10) calendar days after receipt of the final notice of suspension and/or reduction in class or salary. Within fourteen (14) calendar days after receipt of the written grievance/appeal, Human Resource Services or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant.

In rendering any decision on such grievance/appeal, Human Resource Services shall exercise his or her independent judgment in determining whether the evidence does or does not support an allegation, establish a fact, or support a lower level decision or determination, and shall not be bound in any way by the findings or decision made at any prior level. The decision of the Chief Human Resources Officer in B. and C., above, as to all actions taken by the Chief Human Resources Officer in arriving at such decision, including such decision, shall not be subject to arbitral or judicial review and shall be final and binding on all parties.

Mediation-Arbitration

As an alternative to Step 2, appeal of a Suspension and/or a Reduction in Class or Salary (pursuant to Article X, Section 4.) ordered by the Agency/Department Head or his or her designated representative may be appealed directly to mediation/arbitration. The time limits and procedures for submission to Step 2 shall apply.

If the matter is addressed but not resolved through the mediation/arbitration process, the matter is appealable to arbitration pursuant to Article X, Section 8.B.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to the agreed-upon arbitrator and to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from a suspension or reduction in class or salary is not settled at Step 2, it may be presented to the Chief Human Resources Officer within seven (7) calendar days from the date the decision was rendered.

b. An appeal from any discharge or from a suspension or reduction in class or salary imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within ten (10) calendar days from the date the action becomes final.

c. All disciplinary appeals shall be signed by a staff representative of AOCDS and shall be submitted in writing as follows:

Was (employee's name) suspended/reduced in class or salary/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of this MOU?

d. As soon as practicable after a suspension, reduction in class or salary or discharge appeal is presented to the Chief Human Resources Officer , an arbitrator shall hear the appeal.

2. Findings of Fact and Remedies

An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and subject to the following restrictions:

a. All Disciplinary Actions

If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

b. Suspension/Reductions in Class or Salary

If the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Per agreement of March 4, 2005, contingent upon mutual agreement, the parties may agree that Article X, Section 8.B.2 of the Memorandum of Understanding does not prohibit an arbitrator from reducing a suspension to lesser discipline, including a lesser suspension.

d. Discharges

1) If the arbitrator finds that the order of discharge should be modified, the appellant shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty, as determined by the arbitrator.

2) If the arbitrator finds that the order of discharge should be rescinded, the appellant shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

e. Restriction on Remedies

1) The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty, which results from the appealing party's request for written briefs and/or a transcript of the arbitration proceedings.

2) Restoration of pay and benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.1. shall be as follows and shall be submitted consistent with Section 8.A., above:

a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and AOCDS?

b. If so, what shall the remedy be under the provisions of Article X, Section 8.B.2., Findings of Facts and Remedies of the Memorandum of Understanding between the County and AOCDS?

2. Findings of Facts and Remedies

a. In the event the arbitrator finds no violation of Article XVII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.

b. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.

c. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

1) The probationary release may be sustained.

2) The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3) The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. If the grievance/appeal is decided by an arbitrator the grievant/appellant and AOCDS relinquish any current or future claim to seek or obtain remedy through any other County appeal procedures.

2. The cost of an arbitrator shall be shared equally in all cases by the County and the appealing party except when the appealing party solely alleges discrimination under Article XVII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitral issues, the proper division of costs shall be determined by the arbitrator.

3. Grievance/Appeal hearings by an arbitrator shall be private.

4. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

5. The arbitrator shall be selected from a panel established by mutual agreement of the parties.

6. If the panel is abolished, the arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the American Arbitration Association unless the parties agree to another source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.

7. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

8. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend, and their scheduling, shall be reasonable.

9. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

   a. Oral evidence shall be taken only on oath or affirmation.

   b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

10. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

11. The County and AOCDS each shall be allowed to have at least one (1) of their own employees, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

12. The decision of the arbitrator shall be final and binding on all parties and shall not be subject to judicial review.

Section 9. No Strike Provision

During the term of this Memorandum of Understanding there shall be no strike called or sanctioned by AOCDS relating to any matter which is subject to the scope of the grievance procedure under Section 1.A. above and which is subject to arbitration under Section 8.A. above.

ARTICLE XII LAYOFF PROCEDURE

Section 1. General Provisions

A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique knowledge~~s~~ or skills which are of special value in the operation of the County business.

C. When two (2) or more agencies/departments are consolidated, or when one (1) or more functions of one (1) agency/department is transferred to another agency/department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.

D. Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer does make such an offer in writing to the employee.

Section 2. Order of Layoff

A. When a reduction in the work force is implemented, employees in regular positions and those occupying limited-term positions at the direction of the Department Head shall be laid off in an order based on consideration of:

1. employment status;

2. past performance;

3. length of continuous service with the County.

B. Layoffs shall be made by class within the department except that:

1. Where a class has a dual or multiple concept, the Chief Human Resources Officer may authorize a layoff by specialty within the class.

2. Where appropriate, the Chief Human Resources Officer may authorize a layoff by division or smaller unit of the department.

C. Within a class, employees shall be subject to layoff in the following order:

Employment Status		Layoff Order
First -	Temporary Promotion	Determined by Department
Second -	New Probationary	Determined by Department
Third -	Regular/Promotional Probationary	Layoff Points

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the department shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For each point below three hundred (300) on the last “Performance Evaluation Report”, for the class currently held by the employee, the employee shall earn five (5) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6., and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify the department in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following the date of proof of service by mail, to notify the department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to the department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class, and that the employee's hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3, below.

Section 7. Reemployment Lists

A. The following persons shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first.

1. Persons Laid Off

The names of persons laid off shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.

2. Persons Who Exercise Their Rights Under Section 5.

The names of persons who exercise their rights under Section 5. shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.

3. Persons Who Voluntarily Reduced Under the Provisions of Section 6.

The names of persons who were voluntarily reduced under the provisions of Section 6. shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

Positions to be filled shall be offered first to persons on the DEPARTMENTAL REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

B. The names of persons laid off shall be placed on a COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off, and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

D. In the event two (2) or more agencies/departments are consolidated while AGENCY/DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) agency/department to another agency/department occurs, employees previously laid off from such function(s) who are on an AGENCY/ DEPARTMENTAL REINSTATEMENT LIST for the agency/department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency/department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to AOCDS and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All sick leave or annual leave left on the employee's account when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining Sick Leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Section 1.B. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and subsequently is reemployed in a regular or limited term position in the class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following consideration: The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. When an employee is reduced under the provisions of this Article and is subsequently reemployed in a class higher than the one (1) from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had been reduced as provided above and the employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.

ARTICLE XIII ON-THE-JOB INJURIES, WORKERS' COMPENSATION AND MEDICAL INSURANCE

Section 1. On-the-Job Injuries

A. Medical Treatment & Notification

Whenever an employee sustains an injury or disability arising out of and in the course of County employment which requires medical treatment, the employee shall obtain such treatment pursuant to the appropriate California Labor Code sections.

AOCDS will be notified of on-the-job injuries according to Article XIV, Section 4.

B. Disability Payments and Leave

Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall be compensated and placed on Leave pursuant to California Labor Code Section 4850. An employee who is eligible for benefits under California Labor Code Section 4850 shall be placed on 4850 Leave.

Section 2. Exhaustion of 4850 Benefits

A. When an employee has exhausted all rights and benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of County employment, such employee shall be treated in the following manner:

1. he or she shall be entitled to all benefits provided by California Workers' Compensation Law; and

2. he or she shall be placed on Workers' Compensation Leave pursuant to Article V, Section 11.; and

3. at the employee's option, all sick leave, annual leave, compensatory time and vacation shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or

4. if the employee is not eligible for temporary disability or exhausts his or her temporary disability benefit, at the employee's option such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.

B. Upon exhaustion of all sick leave, compensatory time and vacation, or annual leave the employee shall not accrue sick leave, vacation or annual leave for the remainder of Workers' Compensation Leave.

C. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days of benefits shall be considered County service for merit increase eligibility and completion of the probation period.

D. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave, vacation or annual leave earning rates.

Section 3. Medical Insurance

A. Medical Insurance Contribution

1. Effective at the start of the first payroll period commencing on and after January 1, 2016, the County shall contribute $1,174 per month for each full-time enrolled regular, limited-term and probationary employee on paid status in this unit except as noted in B., C., D., and E., below.

2. Effective at the start of the first payroll period commencing on or after January 1, 2018, the County shall contribute $1,280 per month for each full-time enrolled regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.

3. Effective at the start of the first payroll period commencing on or after January 1, 2019, the County shall contribute $1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.

4. For newly hired employees, the County contributions will be effective beginning the first day of the month following the date of employment or the insurance start date, whichever is earlier.

B. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full-time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.

C. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six (26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.

D. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV~~V~~, Section 15~~14~~ and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C. and D., above.

Section 4. AOCDS Medical Benefits Insurance Trust ("Trust")

A. The Trust shall provide medical benefits similar to those offered by the County. The plans shall include at least one PPO or POS and one HMO option. The parties agree that the County has no interest in Trust assets, including Trust reserves.

B. 1. AOCDS shall maintain a medical insurance trust for the sole purpose of providing medical insurance benefits, which can include medical prescriptions and/or vision care, for employees and retirees in the AOCDS representation units and other agreed upon units or groups. Said trust fund shall be administered by trustee(s) designated by AOCDS. Funds in said trust shall not be co-mingled with AOCDS funds. AOCDS employees and their dependents and retired AOCDS employees and their beneficiaries may participate in the Trust subject to the same eligibility requirements as County participants in Section 4.I. AOCDS as the employer and its employees and its retirees shall collectively contribute into the Trust for the full cost of their medical benefits, and no County contributions shall be used towards their premiums or administrative fees. AOCDS shall defend, indemnify, and hold the County harmless from any claims or legal actions arising out of the participation in the Trust of AOCDS employees or their dependents or retired AOCDS employees or their dependents or beneficiaries. It is intended that the administration of the trust shall survive the expiration of this agreement or loss of representation status by AOCDS.

2. Insurance coverages provided through the Trust with monies contributed by the County shall be made available by AOCDS to all employees in the representation units and retirees of the representation units on an equal basis regardless of membership status.

3. Monthly premiums for all participating retirees including retired AOCDS employees, dependents and beneficiaries must be at least ten (10) percent higher than the active employee premiums.

4. The Trust shall operate their insurance programs in accordance with applicable State and/or Federal laws and regulations related to the administration of the Trust. By October 31st of each year, the Board of Trustees of the Trust shall provide the County with correspondence verifying their compliance with applicable law.

5. The Board of Trustees of the AOCDS Medical Benefits Trust shall annually provide to the County with the following for active and retiree participants:

   a. A side-by-side comparison of the plan names used by the insurers and the plan names used by the Trust;

   b. The Summary of Benefits Coverage (SBC) for each plan offered to active employees and retirees;

   c. Summary of enrollment by active employees and retirees by plan and by tier;

   d. The actual monthly premiums charged by the health plan carrier detailed by active employees, retirees, and Medicare-eligible retirees; and

   e. The actual Grant amounts paid towards the retiree health plan premiums and Medicare part “B” reimbursements.

6. The Trust shall operate with adequate internal controls and accounting practices, and shall have written policies and procedures. This includes a documented anti-fraud program and disaster recovery program.

7. The parties acknowledge that the Board of Trustees may negotiate with health insurers for a Premium Stabilization Reserve (“PSR”) or similar program held by the insurer with the goal of smoothing exposure to claims, risk and utilization fluctuations in a manner relative to the actual experience of the blended pool. The PSR is used by the insurer to reduce the volatility of risk in plan costs from year to year. Any disbursement(s) determined by the Board of Trustees from the PSR fund shall return to the Trust. Upon termination with the insurer any balance in the PSR will be returned to the Trust pursuant to the contractual agreement with the insurer.

C. Annually the Board of Trustees and the County shall obtain a certified financial statement audit of the Trust. See auditor selection in Section 4.G. The audit of

the Trust shall be conducted in accordance with generally accepted auditing standards as determined by the auditor. Contained in the audit report will be the CPA's independent opinion as to whether the financial statements are in conformity with generally accepted accounting principles. The report shall be provided simultaneously to the Trust and the County no later than December 1st of each year or as soon thereafter as is reasonably feasible to both parties.

1. The audited Statement of Changes in Net Assets Available for Benefits shall contain separate line items for each of the following items:

   a. County Contributions for Active Participants;

   b. County Contributions for Retiree Grants;

   c. Participant Contributions made by County employees;

   d. Participant Contributions made by County retirees;

   e. Participant Contributions made by County COBRA participants;

   f. Total Contributions Made By AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees;

   g. Group Insurance Premiums Paid for County Active Participants;

   h. Group Insurance Premiums Paid for County Retiree Participants;

   i. Group Insurance Premiums Paid for County COBRA Participants, and

   j. Group Insurance Premiums Paid by AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees.

2. The CPA shall communicate in writing to the Trust and the County any significant matters which come to their attention during the audit of the Trust, such as material weaknesses and significant deficiencies in design or operation of internal controls, illegal acts, or significant fraud risks.

3. For any significant matters and internal control deficiencies identified by the CPA, the Trust should provide the County with a status of the corrective actions taken to address the findings every six months until the findings have been fully addressed by the Trust.

D. The auditor selected to perform the joint financial statement audit in Section 4C shall during the same period as the financial statement audit perform the following agreed upon procedures in accordance with applicable AICPA

(American Institute of Certified Public Accountants) standards (standards are determined by the auditor) and shall issue a report on the procedures at or near the time the financial statement audit report is issued. The procedures shall be performed for the same plan year as the plan year audited in Section 4C and agreed upon jointly by the Trust and the County prior to the start of the audit.

1. Confirm that retiree premiums set by the health plan carriers are at least ten (10) percent higher than active employee premiums paid during the plan year;

2. Confirm that retiree Grant amounts are only being used for the medical trust premiums or Medicare part "B" premiums and are not being used to offset any other costs and are not being used for any other purpose during the plan year;

3. Confirm that medical premiums paid during the plan year for AOCDS employees, AOCDS COBRA participants, and AOCDS retirees, their dependents, and beneficiaries are 100% funded by contributions made by AOCDS and its employees, COBRA participants, and retirees. Confirm that during the plan year no County contributions were used to pay the cost of premiums or administrative fees.

4. Confirm that direct and indirect costs incurred during the plan year by AOCDS are allocated in a reasonable manner to the Trust.

5. The auditor shall use at a minimum a sample size of 30 and a sample selection from at least one month of each quarter of the audited year.

E. The parties understand that the trust reserves are assets, inclusive of the balance in any PSR, and may act as a Stabilization Reserve for trust participants. The trust reserves are an accumulation of money participants have contributed to the Trust for the purpose of but not limited to paying toward costs of premiums, administrative costs, and trust reserves. It serves as a hedge against unfavorable claim fluctuations and helps smooth higher than anticipated premium cost increases for trust participants. It may also be used to assist with payment toward premiums for trust participants in the periods between increases in County contributions, to make modifications to the health plan that are in the interests of trust participants or unexpected cost increases due to ACA mandatory changes that may increase premiums in a contract year, and to enable consideration of new health care delivery formats. Trust reserves are necessary to enable the Trust to pay off any deficit of any premium stabilization fund with an insurer, when the Trustees consider it beneficial to change insurers.

The Trust shall no less frequently than three years and not more than every

five years, at the discretion of the Board of Trustees, beginning with the Trust plan year ending June 30, 2017, have an actuarial study prepared to determine the appropriate level of trust reserves and provide a copy of the report to the County.

F. The Trust shall every three years beginning with the Trust plan year ending June 30, 2017 have a report prepared by an independent certified public accountant selected by the Trust and who shall not be the same auditor performing the joint audit under section 4(C) outlining the methods used to calculate the amount of administrative fees and expenses paid by the Trust to AOCDS and to third party administrators. The Trust shall provide a copy of the report to the County.

G. The auditor for the audit in section 4C and for the agreed upon procedures in section 4D shall be selected as follows: the Trust will recommend at least three (3) independent licensed CPA firms with experience and expertise in the auditing of benefits trusts for the County's consideration. At the discretion of the Board of Trustees, a County representative may review the selected auditor's submissions of minimum qualifications and selected criteria listed below. The County representative may not make or retain a copy. The Trust will ensure that the three (3) selected auditors will have the following minimum qualifications:

a) Ten years of experience in public accounting
b) Experience in providing audit services for benefits trusts
c) Licensed and in good standing with the CA Board of Accountancy

AOCDS will evaluate the auditor candidates on the following criteria <u>but not limited to</u>:

a) Offeror's Background, General Description and Organization Structure
b) Qualifications and Experience in Conducting Audits of Benefit Trusts
c) Proposed Cost
d) Staffing Experience
e) Implementation Plan/Project Schedule – ability to meet timelines
f) Overall Responsiveness and Accuracy and Completeness of the Offeror's Proposal Questionnaire
g) Degree of Compliance with Proposed Contract terms and conditions

If any of the three (3) CPA firms does not submit a proposal or is unable to perform the work, the Trust will provide a replacement CPA firm(s) to the County to ensure the County has three (3) qualified CPA firms to select from. The County shall make the selection of the licensed CPA firm (the "Independent Auditor") to conduct the audit from the list provided by the Trust. The Trust and the County will enter into a dual agency agreement with the Independent Auditor, whereby the Trust and the County shall be considered joint clients of the Independent Auditor. Such dual agency agreement will

provide the Trust and the County with equal access to any and all data used by the Independent Auditor in preparing its report, and an equal right to request information and data of the Independent Auditor. The Trust and the County will share the cost of the audit, agreed upon procedures and other related costs equally. The independent audit is to be conducted each Fiscal Year with the audit report to be presented by the Independent Auditor to the Trust and the County by December 1st or as soon thereafter as is reasonably feasible to both parties. The Independent Auditor will have access to attend the Trust meetings as relevant to the audit purposes. A selected CPA firm shall not use the same lead engagement or auditing partner for the audit, if that firm has performed the audits for the prior six consecutive fiscal years.

H. The Trust shall defend, indemnify and hold the County harmless from any claims or legal action brought by employees in these representation units arising out of, or in any way related to, medical insurance or benefits provided pursuant to this section. This obligation shall not arise with respect to any claim or legal action brought by AOCDS or employees concerning coverage overlap between the respective County and the Trust plans.

I. All regular, full-time, limited-term or part-time (at least twenty [20] hours per week) probationary employees in classifications represented by AOCDS shall be eligible for and offered an opportunity to enroll in the Trust plan options. No employee in a classification represented by AOCDS shall be eligible for County Health insurance plans. No employee whose retirement has been approved by the County Retirement Board to be effective after June 30, 1988 while in a classification in these units shall be eligible for County health insurance plans.

J. The Trust shall have an open enrollment at least once a year.

K. The Trust shall provide Active and Retiree premium amounts for each Plan and tier to the County by the first month of each plan year.

L. The waiting period for medical insurance coverage of new employees may not exceed sixty [60] days and must meet all requirements for waiting periods under state and federal law, regulations and guidelines.

M. The Trust may not terminate their medical insurance plans during the term of the MOU. In the event the MOU expires and no labor agreement exists, the medical plan will continue unless and until the Trust provides ninety [90] days notice of intent to terminate coverage to participating County employees and the County. Under the immediate above circumstance, the County will permit employees to enroll in the plans available to County employees. The Trust shall be responsible to pay for all claims during the time of coverage based on the date services were incurred. If the Trust terminates medical plan coverage, the County will terminate its contribution to the Trust fund 30 days prior to plan termination.

N. Employees eligible for coverage under a Trust plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

O. Employees eligible for coverage under a County health plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

P. Plan eligibility shall terminate at the end of the calendar month in which any of the following occur, except as noted in 2, below:

1. Employee terminates.

2. Change of representation units not participating in the Trust. Plan eligibility shall terminate on the last day of the month following thirty (30) days from the effective date of the representation unit change.

3. Disenrollment of a dependent (for the dependent). However, this will not operate to interfere with a former employee's right to continue insurance coverage at his/her option as provided for under law.

Q. Coverage under the County plans or the Trust plans shall be determined on the basis of the date that services were incurred.

R. The Trust agrees to provide all data to the County's actuary as is reasonably necessary to perform an actuarial valuation within ninety (90) days of receiving the request, subject to the actuary's execution of an appropriate confidentiality agreement.

Section 5. Accidental Death and Dismemberment Insurance

The County shall provide an Accidental Death and Dismemberment policy for death or dismemberment for all full-time Peace Officer and Supervising Peace Officer Unit employees and part-time Peace Officer and Supervising Peace Officer Unit employees whose normal workweek consists of at least twenty (20) hours. The policy shall provide benefits for death or dismemberment occurring in the line of duty.

Section 6. Other Insurance Coverage

A. AOCDS shall maintain a trust fund for the sole purpose of providing insurance benefits such as, but not limited to, disability, dental and life insurance for employees in these Representation Units.

B. The County shall, on a biweekly basis, forward thirty (30) cents per hour for all regular hours paid for all regular, regular limited-term and probationary employees in these Representation Units for deposit in said trust fund.

C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by AOCDS to all employees in the Representation Units on an equal basis regardless of membership status.

D. AOCDS shall agree to the same audit process as outlined in Section 4. C. and D. above.

E. AOCDS shall indemnify and hold the County harmless from any claims or legal action brought under this Section.

Section 7. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of his or her share of the premium costs of County-provided health insurance coverage as permitted by state and federal law, regulations, and guidelines.

Section 8. Retiree Medical Plan

Effective August 1, 1993, and as amended herein by the Board of Supervisors, the County shall administer a Retiree Medical Plan (Plan) for employees to include a Retiree Medical Grant (Grant) or a lump sum benefits (Lump Sum) as set forth below. New employees hired on or after October 12, 2007 are not eligible for the Grant or Lump Sum.

A. Retiree Medical Grant

1. Upon paid County retirement, an eligible retiree who meets certain eligibility requirements of the Plan set forth in Section C below shall receive a Grant. The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS or County-offered health insurance plan and/or Medicare Part B premiums as provided below.

   a. Upon implementation for eligible retirees, the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service to a maximum of twenty-five years. In each calendar year, the amount of such Grant shall be adjusted by the average percentage increase in County health plan premiums, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.

1. The accruals of years of service towards the Grant amount for employees were frozen as of October 12, 2007 (the beginning of the pay period of Board adoption).

b. The Grant will be adjusted as follows:

1. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for Medicare Part A (if eligible at no cost) and Medicare Part B.

2. The Medicare reductions in provisions A.1.b.1 do not apply to a retiree or surviving dependent eligible for the Grant who was retired and was eligible for Medicare Part A (if eligible at no cost) and Medicare Part B on or before October 12, 2007.

c. All employees who become eligible for a Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an AOCDS offered health plan or Medicare. Should a retiree fail to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any eligibility for a Grant.

B. Retiree Medical Plan Lump Sum: Termination; Phase Out

1. An employee who was employed by the County prior to October 12, 2007 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with B. 2. below.

2. An employee who was employed by the County prior to October 12, 2007, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to October 12, 2007. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding October 12, 2007.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County or AOCDS-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be retired from the County of Orange and receiving a monthly retirement allowance from the County's Retirement Administrator. New employees hired on or after October 12, 2007 are not eligible for the Grant. For an employee who was continuously employed by the County prior to October 12, 2007, any hours of service performed in periods on or after October 12, 2007 shall be included as a part of the credited service towards the Grant eligibility requirements if the employee is continuously employed by the County from October 12, 2007 until his or her retirement. Accrual towards the Grant amount is frozen as set forth in Section 8.A.1.a.1.

   Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the Employee is continuously employed by the County from August 1, 1993 until his or her retirement.

2. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a., b., c., and d., below:

   a. A retiree who receives a service-connected disability retirement pension through the County's Retirement Administrator shall be eligible for a Grant equal to either ten (10) years of credited service or actual years of credited County service, whichever is greater.

   b. A retiree with a minimum of five years of credited County service who receives a non-service connected disability retirement pension through the County's Retirement Administrator shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension through the County's Retirement Administrator shall not be eligible for a Grant.

   c. A separated employee with less than ten (10) years of credited County service who has requested a service or non-service connected disability retirement pension through the County's Retirement Administrator shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the County's Retirement Administrator.

   d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the County's Retirement Administrator grants a disability retirement.

3. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage at no cost must be enrolled in Medicare Part A to be eligible to receive the Grant.

4. Deferred Retirement

   a. An employee who is eligible for paid retirement at the time he or she separates from County service, but elects deferred retirement, may defer participation in the Grant until such time as he or she becomes an active retiree.

   b. An otherwise eligible employee who is not eligible for paid retirement at the time he or she separates from County service but is eligible for and elects deferred retirement shall not become eligible for participation in the Grant.

5. For purposes of this Section, a full year of credited service shall mean those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one full year of service. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993 until his or her retirement.

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant, as stated above in A through C, shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible AOCDS retiree who qualifies for a monthly retirement allowance who was married to an AOCDS retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. A retiree may not receive both a benefit as a surviving dependent, as stated in D.1. and his or her own Grant.

E. Employee Contribution

1. Except as provided in E.3., E.4., E.5. and E.6. below, effective October 12, 2007, employees shall continue to contribute one (1) percent of their bi-weekly base salary, exclusive of overtime and premium pay, to offset the Annual Required Contribution to continue the Grant for eligible retirees. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

2. Except as provided in E.3., E.4., E.5. and E.6. below effective October 12, 2007, employees shall contribute an additional two and six-tenths percent (2.6%) of bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required

Contribution to continue the Grant for eligible retirees. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

3. Except as provided in E.6. below, employees hired on or after the first day of the first full pay period that falls in the month after Board adoption of a Resolution adopting the "3% at 55" safety retirement formula shall contribute two percent (2%) of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the Retiree Medical Program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

4. Employees in the classification of Deputy Sheriff Trainee hired after Board adoption of the MOU shall contribute two (2) percent of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the Retiree Medical Program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

5. Effective either at the start of the first payroll period commencing on or after Board of Supervisors' adoption of the 2012-2016 MOU or the first payroll period commencing on or after July 15, 2014, whichever is the latter, employees hired prior to adoption of the 3% at 55 safety retirement formula (E. 3., above) shall have their ARC contribution reduced from 3.6% to 2.6% of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the retiree medical program. As regards said employees, the contribution shall be further reduced from 2.6 to 1.6% effective the first payroll period commencing on or after July 1, 2015. The contribution shall be further reduced from 1.6% to 0% effective the first payroll period commencing on or after January 1, 2019.

6. Effective either at the start of the first payroll period commencing on or after Board of Supervisors' adoption of the 2012-2016 MOU or the first payroll period commencing on or after July 15, 2014, , whichever is the latter, employees hired on or after the first day of the full pay period that fell in the month after Board adoption of a Resolution adopting the 3% at 55 safety retirement formula, shall have their ARC contribution reduced from 2.0% to 1.0% of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the retiree medical program. As regards said employees, the contribution shall be further reduced from 1.0% to 0% effective the first payroll period commencing on or after July 1, 2015.

F. General Provisions

1. AOCDS shall administer their health insurance program for retirees subject to the requirements set forth in this section.

2. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.

3. AOCDS shall provide to the County all information necessary for the County to administer the Plan including, but not limited to, retiree health insurance enrollment information, verification of Medicare enrollment and verification of the premiums for all health insurance plans.

G. Health Reimbursement Account

Effective October 12, 2007, the County established a Health Reimbursement Account (HRA) for current and future employees. The County and the HRA administrator, with the oversight of the Health Reimbursement Account Advisory Committee, shall administer the program subject to the requirements set forth in the Health Reimbursement Arrangement Plan Document.

Effective March 15, 2016, County will contribute five (5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

ARTICLE XIV SAFETY

Section 1. General Provisions

A. No employee shall be required to work under conditions dangerous to the employee's health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. The AOCDS shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Engineer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Engineer. During the period that the Safety Engineer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Engineer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Industrial Safety for the purpose of determining compliance with the California OSHA requirements, an AOCDS designated employee shall be allowed to accompany the inspector while the inspector is in the employee's department. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.

Section 3. Abatement of Violations

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4. Notification of Injuries in the Line of Duty

The County will notify AOCDS of on-the-job injuries as soon as practically possible under the circumstances. The notification will include the individual's name, the date of the injury, the type of injury, and the facility where the injury occurred.

If the injured individual is a "privacy concern case," as defined by 8 C.C.R. Section 14300.29, then the notification will include a statement that the injured individual is a privacy concern case, as well as the date of the injury, the type of injury, and the facility where the injury occurred.

At the time of adoption of the 2016-2019 memorandum of understanding, the term "privacy concern case" as defined by 8 C.C.R. Section 14300.29 is:

a) An injury or illness to an intimate body part or the reproductive system;
b) An injury or illness resulting from a sexual assault;
c) Mental illness;
d) HIV infection, hepatitis, or tuberculosis;
e) Needlestick injuries and cuts from sharp objects that are contaminated with another person's blood or other potentially infectious material (as defined at 8 C.C.R. Section 14300.8); and
f) Other illnesses, if the employee independently and voluntarily requests that his or her name not be entered on the log.

ARTICLE XV UNIFORMS

The County will provide, but will not launder or dry clean, required uniforms for the following classes of employees:

Deputy Sheriff I
Deputy Sheriff II
Sergeant

ARTICLE XVI PAYROLL DEDUCTION OF DUES AND INSURANCE PREMIUMS AND EMPLOYEE INFORMATION LISTING

Section 1. Payroll Deduction

A. Membership dues of AOCDS members in this representation unit and insurance premiums for such AOCDS sponsored insurance programs as may be approved by the Board of Supervisors, shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to AOCDS.

B. AOCDS shall notify the County, in writing, as to the amount of dues uniformly required of all members of AOCDS and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 2. Employee Information Listing

Upon request, to a maximum of two (2) times per fiscal year during the term of this Memorandum, the County shall provide AOCDS with a complete and current listing of all employees in the Units represented by AOCDS. Such listings shall include employee name, job classification, department, timekeeping location, salary range and step. AOCDS agrees to pay one dollar and fifty cents ($1.50) per page to offset the cost of providing such listings.

ARTICLE XVII EMPLOYEE RIGHTS

Section 1.

The County shall not take any action against an employee for exercising any rights, or receiving any benefits, provided for in this Memorandum.

Section 2.

The rights provided for in the Public Safety Officer's Procedural Bill of Rights Act are not superseded, waived or in any other manner diminished by any term or condition of this Memorandum of Understanding.

Section 3.

Prior to answering questions posed by an investigating officer conducting an investigation that could reasonably lead to punitive action, or being required to submit a written report, an employee, upon request, will be given the opportunity to contact AOCDS to determine his/her representational rights.

ARTICLE XVIII NONDISCRIMINATION

Section 1.

The County and AOCDS agree that the provisions of this Memorandum shall be applied to employees without discrimination by reason of physical handicap, marital status or medical condition (as defined under the Fair Employment Practices Act) or race, religion, color, sex, sexual orientation, age, national origin, or ancestry.

Section 2.

AOCDS shall not discriminate in membership or representation on any basis cited in Section 1. of this Article.

ARTICLE XIX DEFERRED COMPENSATION

An employee in a regular position may, at his or her request, participate in the County's Deferred Compensation Plan.

ARTICLE XX SEPARABILITY

In the event that any provision of this Memorandum is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXI FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specific amount of biweekly pre-tax salary into the employee's dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines and as permitted by the County's Section 125 Plan document.

Section 2. Health Care Reimbursement Account

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specific amount of biweekly pre-tax salary into the employee's health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines and as permitted by the County's Section 125 Plan document.

ARTICLE XXII RETIREMENT

Section 1.

Eligible employees of this Unit are included in the Orange County Employees Retirement System as determined by their date of entry into eligible County service.

Section 2.

Subject to Sections 6, 7, and 8 below, the County will pay toward general and safety member employees' total retirement contribution the statutory maximum allowable of one-half (1/2) under the provisions of Government Code Section 31581.1.

Section 3.

Members' normal and cost-of-living contributions shall be adjusted subsequent to and in accordance with actuarial recommendations adopted by the Retirement Board and the Board of Supervisors, and in accord with the provisions of this MOU

Section 4.

Subject to Sections 6, 7, and 8 below, the County will pay any remaining contributions normally required of the safety members in the Peace Officer and Supervising Peace Officer Units, pursuant to Government Code Section 31581.2., with said payment diminishing/ending pursuant to Sections 6, 7 and 8 below.

Section 5.

Effective June 28, 2002, the County implemented the 3% at 50 safety retirement formula for current active employees for all years of service as specified under the applicable Government Code Sections.

Section 6.

Effective the first payroll period commencing on or after July 1, 2015, current safety members who were employed by the County in a Safety Retirement Classification prior to the 3% at 55 retirement formula Effective Date will contribute one hundred (100%) percent of the OCERS-determined employee normal retirement contribution, as it may from time to time exist, through payroll deductions. If and when future OCERS-mandated employee normal contribution increases (or decreases) occur, the individual employee contribution shall be correspondingly changed to continue to reflect 100% payment of the new amount.

Section 7.

a. Subject to the modifications in subsections c. and d. below, effective the first day of the first full pay period that falls in the month after Board adoption of a Resolution adopting the "3% at 55" safety retirement formula (the "Effective Date"), all new employees to safety classifications represented by AOCDS, who were not in a Safety Retirement Classification with the County prior to their date of entry into AOCDS, will be in the "3% at 55" retirement formula, as provided for in Government Code Section 31664.2.

b. Effective on and after the first payroll period commencing on or after July 1, 2015, current safety members who were employed by the County in a Safety Retirement Classification and in the 3% at 55 retirement formula after the Effective Date, will contribute one hundred (100%) percent of the OCERS-determined employee normal retirement contribution, as it may from time to time exist, through payroll deductions. If and when future OCERS-mandated employee normal contribution increases (or decreases) occur, the individual employee contribution shall be correspondingly changed to continue to reflect 100% payment of the new amount.

Section 8. The Public Employees' Pension Reform Act (PEPRA) and Application to PEPRA Defined "New Members"

The PEPRA shall in its entirety be given full force and effect as it may from time to time be mandated by statute, as described below, during and after the term of this 2016-2019 MOU, regardless of any PEPRA provision(s) not being specifically included herein. Any provision in this MOU which contradicts any mandated provision of the PEPRA shall be deemed null and void, with the contrary mandated PEPRA provision(s) being given full force and effect. Therefore, no mandated provision of the PEPRA shall be deemed to impair any provision of this MOU or any MOU predating the 2016-2019 MOU. PEPRA mandated provisions include, but are not limited to the provisions described below:

Unit members who are "new members" as defined by the PEPRA and/or California Government Code section 7522.04(f), shall be required to pay an OCERS member normal cost contribution in an amount determined pursuant to Government Code Section 31620.5 for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled.

Those new members shall be enrolled in the 2.7% at 57 Benefit Plan, as provided in Government Code section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a).

Section 9 Tax-Deferred Retirement

The County shall continue the tax-deferred retirement plan, known as 414H(2) for the duration of the Memorandum (unless the Internal Revenue Service rules that 414H(2) is no longer applicable).

ARTICLE XXIII MANAGEMENT RIGHTS

Any of the rights, powers or authority the County had prior to the signing of this Memorandum of Understanding are retained by the County, except those specifically abridged, delegated or modified by this Memorandum of Understanding provided that such management rights do not restrict employees from filing grievances concerning the application or interpretation of this Memorandum of Understanding nor restrict AOCDS from consulting with management about the possible consequences of management decisions that affect employees in the Unit.

ARTICLE XXIX MODIFICATION AND WAIVER

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, only upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation during the term of the Memorandum of Understanding.

ARTICLE XXX SIDE LETTERS & PAST PRACTICES

The parties agree that there may be side letters and past practices that exist between the parties at the time of entering into the 2016-2019 memorandum of understanding which would not be superseded by the terms of the new MOU. Due to the need to reach agreement on a new MOU as soon as possible, the parties agree that when and if they reach agreement upon inclusion of those side letters and past practices, they shall be incorporated into the new MOU as if stated herein.

ARTICLE XXXI JOB DESCRIPTIONS RE-OPENER

AOCDS and the County agree to continue negotiations during the term of this memorandum of understanding in good faith effort to reach agreement regarding changes to the job descriptions for each classification in the bargaining unit to bring the descriptions more in line with the current duties of employees. However, during the term of this memorandum of understanding neither party may declare impasse nor unilaterally impose any language or changes to job classification descriptions or the MOU in the event that an agreement is not reached.

APPENDIX A

Classes included in the Peace Officer Unit as of October 9, 2009.

6128	Deputy Sheriff I
6130	Deputy Sheriff II
6124	Deputy Sheriff Trainee
6508	Investigator
6505	Investigator I
6504	District Attorney Investigator
6545	Investigator-Polygraph Operator

Classes included in the Supervising Peace Officer Unit as of October 9, 2009.

6528	Supervising Attorney's Investigator
6135	Sergeant

November 10, 2016

Side Letter Agreement
Between the County of Orange ("County")
and
the Association of Orange County Deputy Sheriffs ("AOCDS")

The County and AOCDS agree to the following modifications to be incorporated into the 2016 – 2019 Memorandum of Understanding ("MOU") effective on the first day of the first pay period after adoption by the Board of Supervisors. The modifications are set forth below:

Article II, Section 4

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired, except as provided in 4.B, 4.C., 4.D., and 4.E. below.

B. Effective upon Board of Supervisors' adoption of the 2016-2019 MOU, new employees hired into the Deputy Sheriff I classification, who possess a California POST certificate at time of hire, Basic or higher, may be placed on any of the first seven (7) steps of the salary range under the authorization of the Sheriff. Such placement may be made only when, at the discretion of the Sheriff, there is a direct and measurable benefit to the County for such placement.

C. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize recruitment at a step higher than the first step of the range or may authorize that a particular position be filled at any step within the range. When the Board authorizes recruitment at a step higher than the first step of the range, or authorizes the filling of a position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships. Seven (7) days prior to the Chief Human Resources Officer recommending recruitment at a higher step to the Board, the County shall discuss with AOCDS the impact of such action.

D. The Sheriff and District Attorney may authorize the appointment of employees at any of the first seven (7) steps of the salary range. Such appointment may be made only when, in the discretion of the Sheriff or District Attorney there is a direct and measurable benefit to the County for such appointment.

E. Upon recommendation of the Sheriff or District Attorney the Chief Executive Officer may authorize the appointment of employees beyond step seven (7) of the salary range when there is direct and measurable benefit to the County for such appointment.

Article II, Section 5(E)

E. An employee promoted to a classification represented by AOCDS and whose performance evaluation date is within 90 days from/after the effective date of the promotion, shall receive his or her performance evaluation prior to the effective date of the promotion. The performance evaluation will be based on performance up to the effective date of promotion. Any step increase resulting from the performance evaluation will increase the employee's step in the lower classification and will be effective the pay period immediately prior to effective date of the promotion. Salary on promotion

shall be the recruiting step for the higher classification or an amount closest to a two-step increase above the salary level (including any merit increase) that is effective on the date of the promotion, whichever is higher, but not to exceed the top step of the range.

Article IV, Section 2

[Delete Section 2]

[Remaining Article IV Sections will be updated to reflect deletion of Section 2]

Article VI, Section 1(F)

F. Effective September 16, 2016, during each fiscal year, an employee who has annual leave balances may request to be paid for accrued annual leave in either two (2) separate increments equaling an aggregate total of one-hundred (120) hours or one (1) increment of no more than one hundred twenty (120) hours under the following circumstances:…"

[Change subsection "F" (Vacation and Annual Leave Cash Out – Compensation Earnable) to "G"]

Article VIII, Section 3 (G)

G. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the employee, as provided in Article I, Section 3.C.2. of this Agreement.

Article XIII, Section 3(E)

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C. and D., above.

Side Letter Acknowledgment

The County of Orange and the AOCDS have met and conferred over the terms and conditions of this Side Letter of Agreement and have reached agreement on the changes herein, which will be included in the MOU.

This agreement will become effective the first pay period after the Board of Supervisors approves the aforementioned changes. These changes will remain in effect unless and until modified in subsequent negotiations between the parties.

County of Orange:	Association of Orange County Deputy Sheriffs:
_____	_____

Brenda Diederichs, CHRO	Date	Tom Dominguez, President	Date
Linn Livingston, Asst. HR Director	Date	Paul Bartlett, AOCDS Executive Director	Date

Attachments:
1. Redlined Article II, Section 4
2. Redlined Article II, Section 5(E)
3. Redlined Article IV, Section 2
4. Redlined Article VI, Section 1(F)
5. Redlined Article XIII, Section 3(E)

LETTER OF AGREEMENT
BETWEEN
ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS
AND
THE COUNTY OF ORANGE

The County of Orange (County) and the Association of Orange County Deputy Sheriffs (AOCDS) have agreed to discontinue the provisions in Article II, Section 4, Subsection B, which became effective on July 25, 2014 as set forth in the 2012 to 2016 Memorandum of Understanding, which is set forth below:

For new employees hired into the Deputy Sheriff I classification on or after either the start of the first payroll period commencing on or after the Board of Supervisors adoption of the 2012-2016 MOU or July 15, 2014, whichever is the latter, the salary range in effect for the Deputy Sheriff I classification shall reflect two (2) additional lower salary steps, the lower of which shall be .50% below the salary range recruiting Step 1 as it may from time to time exist (to PO – 16 be identified as Step A), and the second of which shall be 2.75% below the recruiting Step 1 of the salary range as it shall from time to time exist, (to be identified as Step B). In the event that recruiting steps 1 and/or 2 are modified in the future, Step A shall be adjusted to continue to reflect the above 5.50% differential and Step B shall be adjusted to continue to reflect the above 2.75% differential. Placement in either or both of these two (2) new recruiting steps for new employees in the Deputy Sheriff I classification, shall be effective as to any such new employee hired on or after Board of Supervisor adoption of the 2012-2016 MOU or July 15, 2014, whichever is the latter.

The remaining sections of Article II, Section 4 are modified to reflect the elimination of 4.B above; see attached redlined language for Article II, Section 4.

The County and AOCDS agree to eliminate the use of the A and B steps set forth in Article II, Section 4 for future hires effective November 11, 2016. Additionally, the County agrees to adjust the hourly rate of employees hired into the A or B steps, by adjusting their step placement upwards two steps as if the A and B steps did not exist at the time of their hire. Adjustment to the step placement and hourly rate will be effective November 11, 2016 and will not result in retroactive compensation, changes to merit evaluation dates, or affect eligibility for future merit increases. The 2016 to 2019 MOU will reflect the changes set forth in this Letter of Agreement.

For the County of Orange		For AOCDS	
_____	_____	_____	_____
Brenda Diederichs	Date	Paul Bartlett	Date
Chief Human Resources Officer		Executive Director	

Attachment: Redlined Article II, Section 4

Attachment 1: Article II, Section 4

Section 4. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired, except as provided in 4.B, 4.C~~B~~. 4.D~~C~~., and 4.E~~D~~. ~~and 4.E.,~~ below.

B. ~~For new employees hired into the Deputy Sheriff I classification, who do not possess a California POST certificate at time of hire, on or after either the start of the first payroll period commencing on or after the Board of Supervisors adoption of the 2012-2016 MOU or July 15, 2014, whichever is the latter, the salary range in effect for the Deputy Sheriff I classification shall reflect two (2) additional lower salary steps, the lower of which shall be 5.50% below the salary range recruiting Step 1 as it may from time to time exist (to be identified as Step A), and the second of which shall be 2.75% below the recruiting Step 1 of the salary range as it shall from time to time exist, (to be identified as Step B). In the event that recruiting steps 1 and/or 2 are modified in the future, Step A shall be adjusted to continue to reflect the above 5.50% differential and Step B shall be adjusted to continue to reflect the above 2.75% differential. Placement in either or both of these two (2) new recruiting steps for new employees in the Deputy Sheriff I classification, shall be effective as to any such new employee hired on or after Board of Supervisor adoption of the 2012-2016 MOU or July 15, 2014, whichever is the latter.~~

B~~C~~. Effective upon Board of Supervisors' adoption of the 2016-2019 MOU, new employees hired into the Deputy Sheriff I classification, who possess a California POST certificate at time of hire, Basic or higher, may be placed on any of the first ~~nine~~ seven (7~~9~~) steps of the salary range under the authorization of the Sheriff. Such placement may be made only when, ~~in~~ at the discretion of the Sheriff, there is a direct and measurable benefit to the County for such placement.

C~~D~~. ~~Except for new employees described in B., above, u~~Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize recruitment at a step higher than the first step of the range or may authorize that a particular position be filled at any step within the range. When the Board authorizes recruitment at a step higher than the first step of the range, or authorizes the filling of a position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships. Seven (7) days prior to the Chief Human Resources Officer recommending recruitment at a higher step to the Board, the County shall discuss with AOCDS the impact of such action.

D~~E~~. ~~Except for new employees described in B., above, t~~The Sheriff and District Attorney may authorize the appointment of employees at any of the first seven (7) steps of the salary range. Such appointment may be made only when, in the discretion of the Sheriff or District Attorney there is a direct and measurable benefit to the County for such appointment.

E~~F~~. ~~Except for new employees described in B., above, U~~upon recommendation of the Sheriff or District Attorney the Chief Executive Officer may authorize the appointment of employees beyond step seven (7) of the salary range when there is direct and measurable benefit to the County for such appointment.

Attachment 1: Article II, Section 4

Section 4. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired, except as provided in 4.B, 4.C~~B~~. 4.D~~C~~., and 4.E~~D~~. ~~and 4.E.,~~ below.

B. ~~For new employees hired into the Deputy Sheriff I classification, who do not possess a California POST certificate at time of hire, on or after either the start of the first payroll period commencing on or after the Board of Supervisors adoption of the 2012-2016 MOU or July 15, 2014, whichever is the latter, the salary range in effect for the Deputy Sheriff I classification shall reflect two (2) additional lower salary steps, the lower of which shall be 5.50% below the salary range recruiting Step 1 as it may from time to time exist (to be identified as Step A), and the second of which shall be 2.75% below the recruiting Step 1 of the salary range as it shall from time to time exist, (to be identified as Step B). In the event that recruiting steps 1 and/or 2 are modified in the future, Step A shall be adjusted to continue to reflect the above 5.50% differential and Step B shall be adjusted to continue to reflect the above 2.75% differential. Placement in either or both of these two (2) new recruiting steps for new employees in the Deputy Sheriff I classification, shall be effective as to any such new employee hired on or after Board of Supervisor adoption of the 2012-2016 MOU or July 15, 2014, whichever is the latter.~~

B~~C~~. Effective upon Board of Supervisors' adoption of the 2016-2019 MOU, new employees hired into the Deputy Sheriff I classification, who possess a California POST certificate at time of hire, Basic or higher, may be placed on any of the first ~~nine~~ seven (7~~9~~) steps of the salary range under the authorization of the Sheriff. Such placement may be made only when, ~~in~~ at the discretion of the Sheriff, there is a direct and measurable benefit to the County for such placement.

C~~D~~. ~~Except for new employees described in B., above, u~~Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize recruitment at a step higher than the first step of the range or may authorize that a particular position be filled at any step within the range. When the Board authorizes recruitment at a step higher than the first step of the range, or authorizes the filling of a position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships. Seven (7) days prior to the Chief Human Resources Officer recommending recruitment at a higher step to the Board, the County shall discuss with AOCDS the impact of such action.

D~~E~~. ~~Except for new employees described in B., above, t~~The Sheriff and District Attorney may authorize the appointment of employees at any of the first seven (7) steps of the salary range. Such appointment may be made only when, in

the discretion of the Sheriff or District Attorney there is a direct and measurable benefit to the County for such appointment.

E~~F~~. ~~Except for new employees described in B., above,~~ U~~u~~pon recommendation of the Sheriff or District Attorney the Chief Executive Officer may authorize the appointment of employees beyond step seven (7) of the salary range when there is direct and measurable benefit to the County for such appointment.

Attachment 2: Article II, Section 5(E)

E. An employee ~~who receives a promotion~~ promoted to a classification represented by AOCDS and whose performance evaluation date is within 90 days ~~prior~~ from/after ~~to~~ the effective date of the promotion, shall receive his or her performance evaluation ~~at or near the time of~~prior to the effective date of the promotion. The performance evaluation will be based on ~~service performed~~performance up to the effective date of promotion. ~~Any merit~~Any step increase resulting from the performance evaluation will ~~be based on the~~increase the employee's ~~most recent salary~~ step in the lower classification and will be effective ~~or retroactively applied as of~~ the pay period immediately ~~preceding~~ prior to effective date of the promotion ~~date~~. ~~The promotional steps increase will follow the merit steps increase and be used to determine the placement on the salary range for promotion.~~ Salary on promotion shall be the recruiting step for the higher classification or an amount closest to a two-step increase above the salary level (including any merit increase) that is effective on the date of the promotion, whichever is higher, but not to exceed the top step of the range.

Attachment 3: Article IV, Section 2 (and subsequent sections)

~~Section 2. Deputy Sheriff II Promotion/Transfer to Patrol List~~

~~This section applies to: 1. Deputy Sheriff I's seeking to promote to Deputy Sheriff II ("Deputy II Promotion"); and 2. Non-Patrol Trained Deputy Sheriff II's seeking to transfer to patrol ("Patrol Transfer"). This section shall be effective either on July 1, 2017, or after the patrol transfer list in effect as of the date this MOU is adopted by the Board of Supervisors has been exhausted, whichever is later.~~

~~If a Deputy Sheriff I has promoted in the past and failed and/or voluntarily returned to Deputy Sheriff I before completion of the field training program ("FTP") on two or more occasions from the date he/she is seeking to promote, then the Deputy Sheriff I will be placed on a secondary list.~~

~~If a non-patrol trained Deputy Sheriff II has transferred to patrol in the past and failed and/or voluntarily transferred out to patrol before completion of the FTP on two or more occasions from the date he/she is seeking to transfer/promote, then the Deputy Sheriff II will be placed on a secondary list. The secondary list will follow the same transfer/promotional criteria to determine the order in which Deputies will transfer/promote.~~

~~All Deputies that fail and/or voluntarily remove from the FTP must wait one year from the effective date that the Deputy transferred from the FTP for that failure/removal to reapply.~~

~~Deputies on the secondary list will transfer to patrol at the following rate: 5 Deputies from the main patrol transfer list will be transferred first, then the first Deputy on the secondary list will be transferred, then the next 6-10 Deputies from the main patrol transfer list will transfer to patrol, then the second Deputy on the secondary list will transfer to patrol, and this sequence shall continue until the both lists are exhausted.~~

~~Deputies on the secondary list will receive from Field Training Bureau (FTB) a training plan to identify any observed performance deficiencies during the field training. The training plan will follow the Deputy to his/her new assignment, and a reasonable effort will be made to develop the Deputy for future success in patrol and the FTP. The FTB will oversee and monitor the Deputy's training plan to help mentor the success of the deputy.~~

~~In the event that the secondary list still has Deputies remaining on the list at the time that the main patrol list is exhausted, then all Deputies on the secondary list will be promoted and/or transferred to the FTP prior to posting a new list(s).~~

Section 2~~3~~. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's

personnel file for all regular and limited-term, full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.

D. The Department shall notify an employee in writing as soon as practicable if it appears that his/her work performance may result in denial or deferral of his/her merit increase and/or a substandard performance evaluation, so that the employee may attempt to correct such conduct.

Section 34. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief Human Resources Officer and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 45. 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 XII, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term regular employee.

C. All limited-term employees who transfer to permanent funded positions shall serve a new probation period. Limited-term regular employees who transfer to permanent positions shall maintain their original hire date for purposes of vacation and sick leave, or annual leave accrual, retirement and layoff.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department Head shall make such an order in writing prior to the date of transfer or promotion.

Section 5~~6~~. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred sixty (160) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.

B. The Department may, at its option, waive the one hundred sixty (160) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred sixty (160) regularly scheduled hours but less than eighteen (18) months, or twenty-four (24) months in the case of Investigator I's, Court Services Division.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and Department. A temporary promotion shall not exceed a period of eighteen (18) months, unless the parties mutually agree to another time period. In the case of Investigator I's, Court Services Division, a temporary promotion shall not exceed twenty-four (24) months.

Section 6~~7~~. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

a person appointed to a regular position in the County service shall be removed from the list;

a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7~~8~~. 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~~9~~. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one (1) Agency/Department to another.

Section 9~~10~~. Intradepartmental Transfers

A. Intradepartmental transfers under this Section shall be limited to employees classified as Deputy Sheriff I or II assigned to Patrol or Jail. The provisions of this Section shall not take precedence over promotional or reduction procedures.

B. Employees who wish an intradepartmental transfer to Patrol or Jail shall be placed on a Transfer Seniority List for each assignment area in order of seniority. It shall be the sole responsibility of the employee to request placement on such lists. Seniority for purposes of this Section only, shall be determined by (1) rank or grade and (2) continuous time in rank or grade and (3) continuous time in the Department. Ties shall be broken in a manner that is mutually acceptable to the employees involved. Transfer Seniority Lists shall not be used for any other purpose except as described herein.

C. When a vacancy occurs in Patrol or Jail, the Department shall utilize the appropriate Transfer Seniority List for filling such vacancies starting with the most senior employee. The selection of the most senior employee shall not be automatic but shall be based on the following considerations:

1. The employee holds the same classification as the vacancy.

2. The employee meets all of the training, experience, qualifications and abilities for the vacancy as determined solely by the department.

3. The overall needs of the Department as determined solely by the Department Head can be met by such transfer.

D. The provisions of this Section shall not be subject to the grievance procedure contained herein nor be subject to judicial review.

Attachment 4: Article VI, Section 1(F)

F. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave Balances

Effective September 16, 2016, ~~D~~during each fiscal year, an employee who has annual leave balances may request to be paid for accrued annual leave in either two (2) separate increments equaling an aggregate total of one-hundred (120) hours or one (1) increment of no more than one hundred twenty (120) hours under the following circumstances:

1. An employee with over 750 hours of accrued annual leave shall be permitted to cash out one-hundred and twenty (120) hours of annual leave in a fiscal year upon request.

2. An employee with 750 or less hours of accrued annual leave shall be permitted to cash out sixty (60) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional sixty (60) hours of annual leave in a fiscal year if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of the request. In no event shall an employee be paid for more than 120 hours of annual leave in a fiscal year.

3. An employee shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 120 hours, if the employee has more than 270 hours of accrued vacation hours at any point in the fiscal year.

Example #1: If an employee has 755 hours of annual leave, and the employee currently has more than 270 hours of accrued vacation hours, the employee may, for example, do any one of the following:

1. Cash out 120 hours of annual leave, but no vacation leave;
2. Cash out 120 hours of vacation, but no annual leave; or
3. Cash out any combination of annual leave and vacation leave to a maximum of 120 hours.

Example #2: If an employee has 700 hours of annual leave, but the employee currently has 270 or less accrued vacation hours, the employee may only cash out up to 60 hours of annual leave. Annual leave in excess of 60 hours, up to a maximum of 120 hours, may be permitted at the discretion of the Agency/Department.

Example #3: If an employee has 60 hours of annual leave and the employee has more than 270 hours of accrued vacation hours, the employee may, for example, do any one of the following:

1. Cash out 60 hours of annual leave and up to 60 hours of vacation leave.
2. Cash out less than 60 hours of annual leave and up to 120 hours of vacation leave which does not, when added to the annual leave cash out, exceed a total of 120 hours.
3. Cash out up to 120 hours of vacation leave and any amount of accrued annual leave which does not, when added to the vacation leave cash out, exceed a total of 120 hours.

~~F~~G. Vacation and Annual Leave Cash Out – Compensation Earnable

Vacation and/or annual leave cash outs are compensation earnable (pensionable) as allowed by law. Members should contact AOCDS or OCERS for further details.

Attachment 5: Article XIII, Section 3(E)

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV~~V~~, Section 15~~14~~ and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C. and D., above.